



SPL Industries Ltd.

A Three Star Export House

Plot No. 21, Sector-6
Faridabad-121 006 (Haryana), INDIA
Tel. : 91-129-2240411, 2306700
2306783

12/07/2016

Mr. Chanderjeet Singh Bhatia
Address: I-170 Ashok Vihar,
Phase-I Delhi 110052

Sir,

Pursuant to the decision of the Board of Directors in its meeting held on 11/07/2016 and subject to the approval of the Shareholders, I am writing to confirm our decision to appoint you as Independent Director on the Board of Directors of the SPL Industries Limited (hereinafter referred to as SPL or the Company) with effect from 11th July, 2016. This letter of appointment sets out the terms and conditions covering your appointment which are as follows:

1. Appointment

1.1 Subject to the provisions Section 149 and 152 and other applicable provisions of the Companies Act, 2013 ('Act') read with Clause 49 of the Listing Agreement as amended and the Companies (Appointment and Qualification of Directors) Rules, 2014 ('Rules') You will be appointed as a Non-Executive Independent Director on the Board of Directors of SPL Industries Limited with effect from 11th July, 2016.

1.2. Your term of appointment is for a period of 5 (five) years.

1.3 The Company has adopted the provisions with respect to appointment and tenure of Independent Directors which is consistent with the Companies Act, 2013 and the Listing Agreement. Accordingly, the Independent Directors will serve for not more than two terms of five years each on the Board of the Company. The Company is at liberty to disengage Non Executive Independent Director earlier subject to compliance of relevant provisions of Companies Act, 2013.

2. Committees

The Board of Directors (the Board) may, if it deems fit, invite you for being appointed on one or more existing Board Committees or any such Committee



that is set up in the future. Your appointment on such Committee(s) will be subject to the applicable regulations.

3. Time Commitment

3.1 As a Non-Executive Director you are expected to bring objectivity and independence of view to the Board's discussions and to help provide the Board with effective leadership in relation to the Company's strategy, performance, and risk management as well as ensuring high standards of financial probity and corporate governance. The Board meets at least four times in a year. The Audit Committee also meets at least four times in a year. Besides, there are other Committee meetings like Nomination and Remuneration Committee, Stakeholders' Relationship Committee. You will be expected to attend Board, Board Committees to which you may be appointed as member and Shareholders meetings and to devote such time to your duties, as appropriate for you to discharge your duties effectively. Ordinarily, all board/committee meetings are held in Faridabad.

3.2 By accepting this appointment, you confirm that you are able to allocate sufficient time to meet the expectations from your role to the satisfaction of the Board.

4. Role and Duties

Your role and duties will be those normally required of a Non-Executive Independent Director under the Companies Act, 2013 and the listing agreement. There are certain duties prescribed by the 'Act' for all Directors, both Executive and Non-Executive, which are fiduciary in nature and are as under:

- I. You shall act in accordance with the Company's Articles of Association.
- II. You shall act in good faith in order to promote the objects of the Company for the benefit of its members as a whole, and in the best interest of the Company.
- III. You shall discharge your duties with due and reasonable care, skill and diligence.
- IV. You shall not involve yourself in a situation in which you may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the Company. Please refer to clause 6 for full explanation on conflict of interest.
- V. You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.
- VI. You shall not assign your office as Director and any assignments so made shall be void.



5. Status of Appointment

5.1 You will not be an employee of the Company and this letter shall not constitute a contract of employment. You will be paid such remuneration by way of sitting fees for meetings of the Board and its Committees as may be decided by the Board.

6. Conflict of Interest

6.1 It is accepted and acknowledged that you may have business interests other than those of the Company. As a condition to your appointment commencing, you are required to declare any such directorships, appointments and interests to the Board in writing in the prescribed form at the time of your appointment.

6.2 In the event that your circumstances seem likely to change and might give rise to a conflict of interest or, when applicable, circumstances that might lead the Board to revise its judgment that you are independent, this should be disclosed to both the Chairman and the Secretary.

7. Confidentiality

All information acquired during your appointment is confidential to SPL and should not be released, either during your appointment or following termination (by whatever means) to third parties without prior clearance from the Chairman unless required by law or by the rules of any stock exchange or regulatory body. On reasonable request, you shall surrender any documents and other materials made available to you by SPL. Your attention is also drawn to the requirements under the applicable regulations and the SPL Insider Trading Code which concern the disclosure of price sensitive information and dealing in the securities of SPL. Consequently you should avoid making any statements or performing any transactions that might risk a breach of these requirements without prior clearance from the Chairman or the Secretary.

8. Disclosure of Interest

The Company must include in its Annual Accounts a note of any material interest that a Director may have in any transaction or arrangement that the Company has entered into. Such interest should be disclosed not later than when the transaction or arrangement comes up at a Board meeting so that the minutes may record your interest appropriately and our records are updated. A general notice that you are interested in any contracts with a particular person, firm or company is acceptable.

9. Code of conduct

During the tenure of your appointment, you are required to comply with the code of conduct adopted by the Board of Directors and to comply with



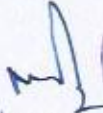
Schedule IV of the Companies Act, 2013 and applicable clauses of the Listing Agreement, SEBI rules and Regulations for prohibition of Insider trading and other related issues from time to time.

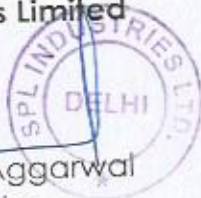
10. Termination

- a) You may resign from your position at any time and should you wish to do so, you are requested to serve a reasonable written notice on the Board.
- b) Continuation of your appointment is in accordance with provisions of Companies Act, 2013, Rules made there under and the Articles of Association of the Company, from time to time in force.
- c) Your appointment may also be terminated in accordance with the provisions of the Articles of Association of the Company and the provisions of the Companies Act, 2013 and rules made there under as amended.

Yours sincerely

For, **SPL Industries Limited**


Mukesh Kumar Aggarwal
Managing Director





12/07/2016

Mr. Arun Kumar
Address: 37 Deepali,
Pitampura, Delhi -34

Sir,

Pursuant to the decision of the Board of Directors in its meeting held on 11/07/2016 and subject to the approval of the Shareholders, I am writing to confirm our decision to appoint you as Independent Director on the Board of Directors of the SPL Industries Limited (hereinafter referred to as SPL or the Company) with effect from 11th July, 2016. This letter of appointment sets out the terms and conditions covering your appointment which are as follows:

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Schedule IV of the Companies Act, 2013 and applicable clauses of the Listing Agreement, SEBI rules and Regulations for prohibition of Insider trading and other related issues from time to time.

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- c) Your appointment may also be terminated in accordance with the provisions of the Articles of Association of the Company and the provisions of the Companies Act, 2013 and rules made there under as amended.

Yours sincerely

For, **SPL Industries Limited**


Mukesh Kumar Aggarwal
Managing Director



12/07/2016

Rajesh Goyal
Address: 22/55, West Punjabi Bagh,
New Delhi, Delhi-110026

Sir,

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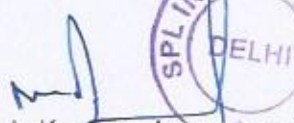
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Yours sincerely

For, **SPL Industries Limited**


Mukesh Kumar Aggarwal
Managing Director

