

GITANJALI

Letter of Appointment

August 13, 2014

Ms. Nazura Ajaney
12-H6, Mars Society, Kalyani Nagar
Pune City,
Pune – 411 006

Dear Mrs. Nazura Ajaney,

Subject: Appointment as an Independent Director of Gitanjali Gems Limited (the “Company”)

On behalf of the Company, I wish to inform you about your appointment as an Additional Director (Independent) with effect from August 13, 2014 passed by the Board of Directors of the company, by way of Circular Resolution No. 1/2014-15 dated August 13, 2014. The terms of the appointment, which shall, in any event be subject to the Articles of Association of the Company, are set out below.

Subject to the detailed terms of this letter, as an Additional Director (Independent) you will hold office upto the date of the ensuing Annual General Meeting of the Company. You may be appointed as an Independent Director by the shareholders of the Company in the ensuing Annual General Meeting under the provision of the Companies Act, 2013 for a term of upto 5 consecutive years.

Appointment

1. Your appointment as a Non-Executive Independent Director on the Board of Director of the Company is subject to the provision of Companies Act, 2013.
2. In compliance with provisions of section 149(13) of the Companies Act, 2013, your directorship is not subject to retirement by rotation.
3. Notwithstanding other provision of this Letter, the appointment may be terminated in accordance with the provision of the Articles of Association of the Company or on failure to meet the parameters of independence as defined in section 149(6) or on the occurrence of any event as defined in section 167 of the Companies Act, 2013.
4. Upon termination or upon your resignation for any reason, duly intimated to the Company, you will not be entitled to any compensation for loss of office.

The Commitment

5. As a Non-Executive Independent 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, risk management and CSR activities as well as ensuring high standards of financial probity and corporate governance. You will be expected to attend Board and other Committees to which you may be appointed and Shareholders meetings and to devote such time to your duties, as appropriate for you to discharge your duties effectively.

Gitanjali Gems Limited

Registered Office: A-1, 7th Floor, Laxmi Towers, Bandra Kurla Complex, Bandra (E), Mumbai – 400 051, India

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CIN No - L36911MH1986PLC040689

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

Role and Duties

7. Your role and duties will be those normally required of a Non-Executive Independent Director under the Companies Act, 2013. There are certain duties prescribed 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 as may be amended from time to time.
- II. You shall act in good faith in order to promote the objects of the Company for the benefits 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.
- 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.

In addition to the above requirements the Board of Directors also expect you to perform the following functions:

- I. You should constructively challenge and help develop proposals on strategy for growth of the Company.
- II. You should evaluate the performance of management in meeting agreed goals and objectives.
- III. You should satisfy yourself on the integrity of financial information and that financial controls and systems of risk management are effective and defensible.
- IV. You are responsible for determining appropriate levels of remuneration of Executive Directors and have a prime role in appointing, Directors and in succession planning.
- V. You should keep governance and compliance with the applicable legislation and regulations under review and the conformity of Company's practices to accepted norms.

Status of appointment

8. 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 fee for meetings of the Board and its Committees as may be decided by the Board.

Reimbursements of Expenses

9. The Company will, for the period of your appointment, reimburse you for travel, hotel and other incidental expenses incurred by you in the performance of your role and duties.

Conflict of Interest

10. It is accepted and acknowledged that you may have business interests other than those of the Company. As a condition to your appointment, 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.

11. 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 Company Secretary.

Evaluation

12. The Board of Directors will carry out evaluation of the performance of the Board as a whole, Board Committees and Directors on an annual basis as per Company's Policy. Your appointment and re appointment on the Board shall be subject to the outcome of the yearly evaluation process.

Disclosure of Interest

13. Any material interest that a Director may have in any transaction or arrangement that the company has entered into should be disclosed no later than and 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 contract with a particular person, firm or company is acceptable.

Code of Conduct

14. During the appointment you are required to comply with the regulations as contained in Schedule IV under Companies Act, 2013, including the following codes of conduct of the Company (copies enclosed):

- I. Code of Conduct for Board of Directors and Seniors Management,
- II. Code of Internal Procedures and Conduct for prevention of Insider Trading in securities of the Company.

Confidentiality

15. All information acquired during your appointment is confidential to the Company 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 the Company.

16. Your attention is also drawn to the requirements under the applicable regulations and the Company's Insider Trading Code which concern the disclosure of price sensitive information and dealing in the securities of the Company. Consequently you should avoid making any statements or performing any transaction that might risk a breach of these requirements without prior clearance from the Chairman or the Company Secretary.

Publication of the letter of appointment

17. In line with provision of Clause IV sub clause 6 of Schedule IV, under Companies Act, 2013, the Company will make public the terms and conditions of your appointment and will also arrange for it to be displayed on the Company's website.

Membership of Committees

18. The Board of Directors may appoint you as Member/Chairman of one or more of its Committees which will be covered in a separate communication setting out the relevant committee's terms of reference and any specific responsibilities.

Termination

19. 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. In terms of provision of the Companies Act, 2013, you are required to file a copy of your resignation letter with the Registrar of Companies.

20. Continuation of your appointment is contingent on your getting re-elected by the shareholders in accordance with provision of Companies Act, 2013 and the Articles of Association of the Company, from time to time in force. You will not be entitled to compensation if the shareholders do not re-elect you at any time.

21. Your appointment may also be terminated in accordance with the provision of the Articles of Association of the Company from time to time in force.

22. Please confirm your agreement to the above by signing and returning the enclosed duplicate of this Letter.

Your sincerely,

For **Gitanjali Gems Limited**



(Mehul Choksi)
Managing Director