



**JAYSYNTH**  
Right Quality - Right Price

**JAYSYNTH DYESTUFF(INDIA) LTD.**  
301, Sumer Kendra, Pandurang Budhkar Marg,  
Worli, Mumbai - 400 018. India  
Tel. : +91-22-3042 3048 (12 Lines)  
Fax : +91-22-3042 3434 (2 Lines)  
E-mail : info@jaysynth.com  
Web : www.jaysynth.com  
CIN No. L24114MH1985PLC035564

### Appointment Letter

Date: September 19, 2014

To,  
Shri Rajendra M.Desai,  
92, Sumeru,  
S.V. Patel Nagar,  
Mhada, Andheri (W),  
Mumbai – 400 053.

#### Sub: Appointment as an Independent Director

Dear Sir,

On behalf of the Company, I write to confirm your appointment as an Independent Director of the Company (the "Appointment") with effect from September 19, 2014 as approved by the Shareholders of the Company at the Annual General Meeting of the Company held on September 19, 2014.

#### **Appointment**

- 1 Your appointment is for a term of five (5) years commencing from September 19, 2014 to September 18, 2019.
- 2 During the tenure of office, you may be asked to serve on one or more of the Board Committees including Audit, Nomination and Remuneration, Stakeholder's Relationship and Corporate Social Responsibility etc., and you will be provided with copies of the terms of reference for each of those committees.
- 3 You are considered to be a Non-Executive Independent Director and will be identified as such in the Annual Report and other documentation. If circumstances change, and you believe that your independence may be in doubt, you should discuss this with the Chairman as soon as possible.

#### **Time Commitment**

- 4 The Company anticipates a commitment of sufficient time and attention as necessary in order to perform your duties under the Appointment. This will include attendance at Board and its Committees Meetings, any General Meeting and Annual General Meeting (held normally in September each year at a venue in Mumbai).

**Role**

5 As a Non-Executive Independent Director you have the same general legal responsibilities to the Company as any other Director.

**Functions and Duties**

6 You will be expected to perform the duties, whether statutory, fiduciary or common law, faithfully, efficiently and diligently to a standard commensurate with both the functions of your role and your knowledge, skills and experience. You will have to perform the duties as an Independent Director as specified under the Companies Act, 2013, its rules made there under, Listing agreement and other applicable laws, if any.

**Remuneration**

7 You will be paid sitting fees for attending the Board and its Committees Meetings from time to time as per the provisions of Companies Act, 2013 its rules made there under, if any.

**Expenses**

8 In addition to the fee described above, the Company will reimburse you for all reasonable and properly documented expenses you incur in attending the Board and its Committee Meetings. You should submit any details of such expenses incurred to the Company Secretary/ Accounts Department of the Company.

**Other Business Interests**

9 The Company acknowledges that you may have business interests other than those of the Company and that you have declared any conflicts that are apparent at present. In the event that you become aware of any potential conflicts of interest, these should be disclosed to the Chairman and Company Secretary as soon as they become apparent.

**Code of Conduct**

10 During the Appointment, you will comply with any relevant regulations as may be issued by the SEBI, Stock Exchanges, including the Code of conduct for insider trading, code of conduct for Directors as applicable and such other requirements as the Board of Directors may from time to time specify.

**Confidentiality**

11 You must apply the highest standards of confidentiality and shall not disclose to any person or Company any confidential information concerning the Company and any Group Companies which you may possess/ know by the virtue of your position as a Director of the Company.

12 Your attention is drawn to the requirements under both legislation and regulation as to the disclosure of price-sensitive information. Consequently, you should avoid making any statements that might risk a breach of these requirements without prior clearance from the Chairman or Company Secretary.

13 On termination, you will deliver to the Company all books, document, papers and other property of or relating to the business of the Company which are in your possession, custody or power by virtue of your position as a Director of the Company.

#### **Induction & Training**

14 Where possible, Directors will be encouraged to attend special training courses by various professional bodies to ensure that the Directors are refreshed and equipped to perform their role in the highest standards and performance possible.

#### **Performance Review Process**

15 The performance of individual Directors and the whole Board and its Committees is evaluated annually. If, in the interim, there are any matters arising in connection with your role as a Non-Executive Director which cause you concern you should discuss them with the Chairman or Company Secretary as soon as is appropriate.

Please confirm your acceptance by signing, dating, and returning a copy of this letter to the Company.

Yours sincerely,

For Jaysynth Dyestuff (India) Limited



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Managing Director



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**Appointment Letter**

Date: September 19, 2014

To,  
Shri Prakash M. Kale,  
Flat No. 72, Alaknanda  
Co-op. Hsg. Soc.,  
Gulmohar Cross Road No.10,  
JVPD, Juhu,  
Mumbai – 400 049

**Sub: Appointment as an Independent Director**

Dear Sir,

On behalf of the Company, I write to confirm your appointment as an Independent Director of the Company (the "Appointment") with effect from September 19, 2014 as approved by the Shareholders of the Company at the Annual General Meeting of the Company held on September 19, 2014.

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#### Induction & Training

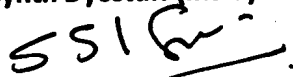
14 Where possible, Directors will be encouraged to attend special training courses by various professional bodies to ensure that the Directors are refreshed and equipped to perform their role in the highest standards and performance possible.

#### Performance Review Process

15 The performance of individual Directors and the whole Board and its Committees is evaluated annually. If, in the interim, there are any matters arising in connection with your role as a Non-Executive Director which cause you concern you should discuss them with the Chairman or Company Secretary as soon as is appropriate.

Please confirm your acceptance by signing, dating, and returning a copy of this letter to the Company.

Yours sincerely,  
For Jaysynth Dyestuff (India) Limited



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Managing Director



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## Appointment Letter

Date: September 19, 2014

To,  
Shri Bhavesh V. Panjuani,  
14, Tambe Building, 361-A,  
Dr. Ambedkar Road,  
Matunga,  
Mumbai – 400 019.

### Sub: Appointment as an Independent Director

Dear Sir,

On behalf of the Company, I write to confirm your appointment as an Independent Director of the Company (the "Appointment") with effect from September 19, 2014 as approved by the Shareholders of the Company at the Annual General Meeting of the Company held on September 19, 2014.

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**Remuneration**

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Date: September 19, 2014

To,  
Shri Kulinkant N. Manek,  
417, Vasant Niwas,  
Bhaudaji Cross Road No.10,  
Matunga,  
Mumbai – 400 019.

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