

To,
Independent Director

Date:

SUB: LETTER OF APPOINTMENT AS AN INDEPENDENT DIRECTOR OF THE COMPANY

Mr.,

On behalf of the company, it is hereby informed to you that you have been appointed as an Independent Director in our company w.e.f.on the following terms & conditions:

You have been appointed as Non-Executive Independent Director in the company. As an independent director you will perform the duties normally attendant to that office, including (without limitation) attending board meetings.

OTHER RULES & REGULATIONS:

1. APPOINTMENT

- 1.1 Your appointment as an Independent Director is made as per the provisions of the Companies Act, 2013 & prevalent Listing Agreement. Your appointment is also subject to the maximum permissible Directorships that one can hold as per the provisions of the Companies Act, 2013 and the Listing Agreement.
- 1.2 You will be appointed as an Independent Director of the Company for a period of 5 Years w.e.f.....
- 1.3 In the event of any conflict between the Companies Act, Listing Agreement, any other Act in force at the relevant time including any amendments thereof, more restrictive of the Provisions will prevail.

2. COMMITTEES

The Board of Directors 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 laws.

3. ROLE AND RESPONSIBILITIES

Your role and duties will be as set out in the Companies Act, 2013 and the Listing Agreement in respect of a Non-Executive Independent Director. In addition, the Board may assign additional role and responsibilities within the Provisions of said enactments.

4. STATUS OF APPOINTMENT

- 4.1 This is not a full-time appointment. Although an officer of the company under the Companies Act, 2013, you are not an employee of the Company and this letter does not constitute a Contract of Employment.

4.2 Sitting fees will be paid for the meetings of the Board and its Committees meeting as per the provisions of the Companies Act, 2013 and LODR Regulation of SEBI and as discussed between you and management.

4.3 You can reimburse expenses for travel, hotel and other incidental expenses incurred by you in the performance of your duties subject to Company rules as laid down from time to time.

5. DIRECTORSHIP IN OTHER BOARD

You are required to declare directorships and other interest to the Board in writing in the prescribed form at the time of your appointment and keep the company informed of any changes as and when the same take place.

This appointment is subject to there being no Conflict of Interest between the Company and your other interests.

6. CONFIDENTIALITY

All information acquired during your appointment is confidential to Lehar Footwears Limited and should not be released, either during your appointment or following cessation (by whatever means) to third parties without prior clearance unless required by law.

Your attention is also drawn to the requirements under the applicable laws which concern the disclosure of price sensitive information and dealing in the securities of Company. Consequently, you should avoid making any statements or performing any transactions that might risk a breach of these requirements.

7. RESIGNATION/TERMINATION

Either party may terminate this Agreement by giving a Notice in writing.

8. GOVERNING LAW

This agreement is governed by and will be interpreted in accordance with Indian law and your engagement shall be subject to the jurisdiction of the Indian Courts.

We welcome you again to our family and trust your association with us would be a long and meaningful one.

Yours Faithfully,
for **Lehar Footwears Limited**

.....
RAJ KUMAR AGARWAL
CHAIRMAN & MANAGING DIRECTOR
DIN: 00127215

Date:
Place: Jaipur