

## LETTER OF APPOINTMENT

Date:

Dear \_\_\_\_\_ ,

### **Sub: Appointment as Independent Director**

In terms of the approval of the shareholders of the Company at their Annual General Meeting held on September 8, 2014, I am pleased to inform you that you have been appointed as an Independent Director of New Delhi Television Limited (NDTV/the Company”) for a term of five years commencing from April 1, 2014. This letter sets out the terms of your appointment as an Independent Director.

Your term of appointment shall be subject to the provisions of the Listing Agreement with the Stock Exchanges(“Listing Agreement”), Companies Act, 2013 (“Act”), Articles of Association of the Company and other applicable laws.

#### **1. Appointment**

Your appointment will be for an initial term of five years commencing from April 1, 2014. You may be further appointed for a period of five years based on the recommendation of the Nomination and Remuneration Committee and subject to the approval of Board of Directors and Shareholders of the Company. As an independent Director, you will not be liable to retire by rotation.

#### **2. Duties**

As a member of the Board, you will be responsible for performing the duties as provided under the Section 166 of the Companies Act, 2013, Code of Conduct for Independent Directors as set out under Schedule IV to section 149(8) of the Act and the Listing Agreement with the Stock Exchanges, which inter-alia include:

- (i) To act in accordance with the Articles of Association of the Company;
- (ii) To 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, employees, shareholders, community and for the protection of the environment.
- (iii) To discharge your duties with due and reasonable care, skill and diligence and to exercise independent judgment.
- (iv) Not to 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 or its subsidiaries.

- (v) Not to achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.
- (vi) Not to assign your office as Director.
- (vii) To comply with the duties, roles and functions and Guidelines for professional conduct as provided under the Code of Conduct for the Directors, as shared with you.
- (viii) To provide guidance in your area of expertise.

### **3. Time Commitment**

As a Non-Executive Director, you are expected to devote such time as may be considered prudent and necessary for performance of your duties as an Independent Director. You are expected to attend the meetings of the Board and Committees of the Board of which you are a member and of the shareholders.

### **4. Status of Appointment and Remuneration**

#### **A. Status of appointment**

Your will not be an employee of the Company and this letter of appointment shall not constitute contract for employment in the Company;

#### **B. Remuneration**

You shall be paid sitting fees for attending the meetings of the Board and the Committees as decided by the Board from time to time, subject to the provisions of the Act.

Further, subject to the provisions of the Act, approval of the Shareholders of the Company and other requisite approvals, you may also receive remuneration, as may be recommended by the Nomination and Remuneration Committee after evaluation of your performance. In addition, you will also be entitled for reimbursement of travel, hotel and other incidental expenses incurred by you in the performance of your roles and duties for the Company.

However, you will not be entitled to:

- (i) stock options under the Company's Stock Option Plan,
- (ii) pension scheme(s) of the Company;
- (iii) compensation for loss of office of the Director.

## **5. Termination**

Notwithstanding anything contained in this letter, your appointment will be terminated:

- (i) in accordance with the Articles of Association of the Company; or
- (ii) failure to meet the parameters of 'independence' as defined under the Act and/or the Listing Agreement; or
- (iii) occurrence of any event resulting in vacation of office of Director as provided under Section 167 of the Act.

Apart from this, your directorship may also be terminated for violation of any provision of the Company's Code of Conduct. You may resign from the directorship of the Company by giving a notice in writing to the Company stating the reasons for resignation.

## **6. Insurance**

The Company has a Directors' and Officers' Liability Policy in force.

## **7. Disclosure of Interest**

You are required to disclose your interest or concern in any companies, bodies corporate, firms or association of persons through a general notice of disclosure of interest at the first Board meeting held in the beginning of every financial year and thereafter immediately in case of any change of interest from time to time.

During your tenure as an Independent Director, at the end of every financial year, you are required to give a declaration that you meet the criteria of "independence" as provided under the provisions of the Act and the Listing Agreement. You are also required to promptly disclose to the Chairman and the Company Secretary of the Company upon becoming aware of any potential conflict of interest with your position as Independent Director of the Company.

## **8. Code of Conduct**

You are required to comply with the Code of Conduct for Independent Directors as provided under Schedule IV to the Act, Company's Code of Conduct and Company's Code of Conduct for Prevention of Insider Trading.

## **9. Confidentiality**

All information acquired during the tenure of appointment is confidential to NDTV and should not be released, either during the appointment or following termination (by whatever means) to third parties without prior clearance from the Chairman of the Board of Directors 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 NDTV.

#### **10. Evaluation**

As a member of the Board, your performance as well as the performance of the entire Board and its Committees shall be evaluated annually. Evaluation of each director shall be done by all the other directors. The criteria for evaluation shall be determined by the Nomination and Remuneration Committee and disclosed in the Company's Annual Report. However, the actual evaluation process shall remain confidential and shall be a constructive mechanism to improve the effectiveness of the Board /Committee.

#### **11. Governing Law**

This Letter and any non-contractual obligation arising out of or in connection with this Letter are governed by and will be interpreted in accordance with Indian law and the engagement shall be subject to the exclusive jurisdiction of the courts in India.

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

We thank you for your continued support and commitment to the Company.

Yours Sincerely,  
For New Delhi Television Limited

Dr. Prannoy Roy  
Executive Co-Chairperson

Encl: as above

---

I have read and agreed to the above terms regarding my appointment as an Independent Director of For New Delhi Television Limited and I hereby affirm my acceptance to the same.

---

Independent Director

Place:

Date: