

We thank you for your confirmation to **M. K. SONS FINE JEWELS LIMITED (FORMERLY KNOWN AS M. K. SONS FINE JEWELS PRIVATE LIMITED)** (the “company”) that you meet the independence criteria as envisaged in Section 149(6) of the Companies Act 2013 and also for your consenting to hold office as a Non-Executive Independent director of the company for a period of 5 years. Pursuant to your confirmation, we are pleased to confirm that, the Board has approved your appointment as a Non-Executive Independent Director in the Board of the Company.

This Letter sets out the terms of your appointment and the code of conduct as an Independent Director.

APPOINTMENT:

1. Your appointment as a Non-Executive Independent Director in the Board of Directors of the Company will be for a period of 5 years, unless terminated earlier or extended, as per the provisions of this letter or applicable laws. The appointment is subject to the provisions of the 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 provisions of this letter, the appointment may be terminated in accordance with the provisions 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.

TIME COMMITMENT:

5. Considering the nature of role of director, it is difficult for a company to lay down specific parameters on time commitment. You agree to devote such time as is prudent and necessary for the proper performance of your role, duties and responsibilities as an Independent Director.

ROLE AND DUTIES:

6. 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 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.

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.

VII. You shall abide by the Code for Independent Directors as outlined in Schedule IV to Section 149(8) of the Companies Act, 2013, and duties of the directors as provided in Companies Act, 2013.

REMUNERATION:

7. As an Independent Director you shall be paid sitting fees for attending the meetings of the board and the Committees of which you will be a member in future as fixed by the board from time to time.

8. You will have no entitlement to any bonus during the appointment and no entitlement to participate in any employee stock option scheme operated by the Company or any Group Company.

REIMBURSEMENT OF EXPENSES:

9. In addition to the remuneration described above, 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.

10. Further the company may pay or reimburse to you such fair and reasonable expenditure, as may have been incurred by you while performing your role as an Independent Director of the Company. This could include reimbursement of expenditure incurred by you for attending Board/Committee meetings, Annual General Meetings, Extra Ordinary General Meetings, court convened meetings, meeting with shareholders/creditors/management, site visits, induction and training (organised by the Company for Directors) and in obtaining, subject to prior consultation with the Board, professional advice from independent advisors in the furtherance of your duties as an Independent Director.

CODE OF CONDUCT:

11. During the appointment you are required to comply with regulations as contained in Schedule IV under Companies Act, 2013, including the Code of Conduct.

INDUCTION AND DEVELOPMENT:

12. The company shall, if required, conduct formal induction program for its Independent Directors which may include any or all of the following:

Board roles and responsibilities, whilst seeking to build working relationship among the Board members, Company's vision, strategic direction, core values, ethics and corporate governance practices, familiarization with financial matters, management team and business operations. Meetings with stakeholders, visits to business locations and meetings with senior and middle management.

The company shall, as may be required, support Directors to continually update their skills and knowledge and improve their familiarity with the company and its business. The company will fund/arrange for training on all matters which are common to the whole Board.

PERFORMANCE APPRAISAL/EVALUATION PROCESS:

13. The Board of Directors will carry out an 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 reappointment on the Board shall be subject to the outcome of the yearly evaluation process.

DISCLOSURES, OTHER DIRECTORSHIPS AND BUSINESS INTERESTS:

14. Any material interest that a Director may have in any transaction or arrangement that the Company has entered into 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 contract with a particular person, firm or company is acceptable.

During the term, you agree to promptly notify the company of any change in your Directorships.

You also agree that upon becoming aware of any potential conflict of interest with your position as Independent Director of the company, you shall promptly disclose the same to the Board of the Company. Please confirm that as on the date of this letter, you have no such conflict of interest issues with your existing directorships.

During your term, you agree to promptly provide a declaration under section 149(7) of the Companies Act, 2013, every year and upon any change in circumstances which may affect your status as an Independent Director.

CHANGE OF PERSONAL DETAILS:

15. During the term, you shall promptly intimate the Board and the Registrar of Companies in the prescribed manner, of any change in address or other contact and personal details provided to the company.

CONFIDENTIALITY:

16. 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 any regulatory body. On reasonable request, you shall surrender any documents and other materials made available to you by the Company.

17. 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 transactions that might risk a breach of these requirements without prior clearance from the Chairman or the Board of the Company.

TERMINATION:

18. You may resign from your position at any time and you wish to do so, you are requested to serve a reasonable written notice on the Board. In terms of provisions of the Companies Act, 2013, you are required to file a copy of your resignation letter with the Registrar of Companies.

19. Your Directorship on the Board of the company shall terminate or cease in accordance with law. Apart from the grounds of termination as specified in the Companies Act, 2013, your directorship may be terminated for violation of any provision of the Code of conduct as applicable to Non-Executive Directors.

20. If any stage during the term, there is a change that may affect your status as an Independent Director as envisaged in section 149(6) of the Companies Act, 2013, if applicable, you fail to meet the criteria for "Independence" you agree to promptly submit your resignation to the Company with effect from the date of such change.

CO-OPERATION:

21. In the event of any claim or litigation against the company, based upon any alleged conduct, act or omission on your part during your term, you agree to render all reasonable assistance and co-operation to the company and provide such information and documents as are necessary and reasonably requested by the company or its counsel.

MISCELLANEOUS:

22. This letter represents the entire understanding, and constitutes the whole agreement, in relation to your appointment and supersedes any previous agreement between yourself and the company with respect thereto and, without prejudice to the generality of the foregoing, excludes any warranty, condition or other undertaking implied at law or by custom.

No waiver or modification of this letter shall be valid unless made in writing and signed by you and the company.

ACCEPTANCE OF APPOINTMENT:

23. We are confident that the Board and the company will benefit immensely from your rich experience and we eager to have you as an integral part of the growth of our company. If these terms of appointment are acceptable to you, please confirm your acceptance by signing and returning the enclosed copy of this letter.