

**27th September, 2019**  
**Sh. Aditya Khemka**  
**New Delhi**

**Sub.: Appointment as an Independent Director of Liberty Shoes Limited (the Company")**

Dear Madam,

I am pleased to inform you that considering your candidature and on the basis of recommendation of Nomination and Remuneration Committee and Board of Directors of the Company, the Shareholders at their 33rd Annual General Meeting held on September 27, 2019 have approved your appointment as an Independent Director for a first term of five consecutive years from 27th September, 2019 to 26th September, 2024. In this regard, I am sharing with you, the letter of appointment setting out the terms and conditions covering your appointment which are as follows:

**APPOINTMENT**

1. Your appointment as an Independent Director on the Board of Directors of the Company is subject to the provisions of the Companies Act, 2013 and SEBI (Listing Obligations and Disclosure Requirements), 2015. The Company will intimate your appointment as Independent Director to the Registrar of Companies, Stock Exchanges, Bankers and other Regulatory authorities as may be required under the statutory requirements.
2. In compliance with the 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 come to an end in accordance with the provisions of the Articles of Association of the Company or on failure to meet the parameters of independence as defined under section 149(6) or on the occurrence of any event as defined under Section 167 of the Companies Act, 2013.

4. Upon cessation 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. As an 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, and risk management as well as ensuring high standards of financial probity and corporate governance. The Board generally meets four times in a year. The Audit Committee generally meets atleast four times in a year. Besides, there are other Committee meetings like Nomination and Remuneration Committee, Corporate Social Responsibility Committee, Stakeholder Relationship Committee, Management Committee etc. meetings of which are ordinarily convened as per requirements. You will be expected to attend Meeting(s) of Board and Board Committees to which you may be appointed and Shareholders meeting(s) and to devote such time to your duties, as appropriate for you to discharge your duties effectively. Ordinarily, all meetings are held in Delhi/Haryana except the Annual General Meeting which always held at the Registered Office of the Company at Libertypuram, Haryana, except otherwise permitted under the statutory provisions.
6. By accepting this appointment, you confirm that you are able to allocate sufficient time to meet the expectations from your role to the satisfaction of the Board of Directors of the Company.

#### **ROLE AND DUTIES:**

7. Your role and duties will be those normally required of a Non-Executive - Independent Director under the Companies Act, 2013 and SEBI LODR Regulations and other applicable Acts and Enactments. There are certain duties prescribed for all Directors, both Executive and Non- Executive & Independent Directors, 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 always comply with the provisions of Companies Act, 2013 and SEBI LODR Regulations in relation to responsibility and duties of Independent Director.

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

- I. You should constructively provide your inputs, guidance and contribution in developing proposals/actions on strategy and other actions for the growth of the Company.
- II. You should evaluate the performance of the 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, and where necessary, removing Executive Directors and in succession planning.
- V. You will take responsibility for the processes for accurately reporting on performance and the financial position of the Company.
- VI. 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 fees for meetings of the Board and its Committees as may be decided by the Board from time to time. Further, you will also be paid remuneration by way of commission, if any, approved by the Board and the Shareholders from time to time.
- 9. The sitting fees presently paid to the Non-Executive Independent Director is Rs. 25,000/- per meeting of the Board and Audit Committee Meetings.
- 10. 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, if any.

#### **REIMBURSEMENT OF EXPENSES**

- 11. 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.

## **INDEPENDENT PROFESSIONAL ADVICE**

12. There may be occasions when you consider that you need professional advice in furtherance of your duties as a Director and it will be appropriate for you to consult independent advisers at the Company's expense. The Company will reimburse full cost of expenditure incurred in accordance with the Company's policy.

## **INSURANCE**

13. The Company proposes to take Directors' and Officers' liability insurance and it is intended that the Company will assume and maintain such cover for the full term of your appointment.

## **CONFLICT OF INTEREST**

14. 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 / change therein from time to time to comply the statutory requirements.
15. 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 judgement that you are independent, this should be disclosed to the Board of Directors and the CFO & Company Secretary.

## **EVALUATION**

16. 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.

## **DISCLOSURE OF INTEREST**

17. 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.

## **CODE OF CONDUCT**

18. During the appointment you are required to comply with regulations as contained in Schedule IV under Companies Act, 2013, including the Code of Conduct and provisions of SEBI LODR Regulations.

## **CONFIDENTIALITY**

19. 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 Board of Directors or CEO & Executive Director of the Company 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.
20. 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 Board of Directors or the CFO & Company Secretary/ Compliance Officer of the Company.

## **PUBLICATION OF THE LETTER OF APPOINTMENT**

21. 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**

22. 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. In this regard, as communicated to you vide our letter dated 17th September, 2021, kindly note that the Board of Directors of the Company in their meeting held on 11th August, 2021 have approved your appointment as member of its Nomination and Remuneration Committee and Corporate Social Responsibility Committee and the same is also effective from 29th September, 2021.

## **TERMINATION/CESSATION**

23. You may resign from your position at any time and should you wish to do so, you are requested to serve a reasonable prior written notice on the Board subject to the compliance of the requirements of Companies Act, 2013 and SEBI Regulations as amended or effective from time to time.
24. Continuation of your appointment is contingent on your getting re-elected by the shareholders in accordance with provisions 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.

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

## **GENERAL**

26. This Letter and any non-contractual obligations arising out of or in connection with this Letter are governed by, and shall be construed in accordance with, the laws of India, and the parties agree to submit to the exclusive jurisdiction of the courts of Karnal.

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

Sincerely Yours,  
For **Liberty Shoes Ltd.**

**CS Munish Kakra**  
CFO & Company Secretary

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**To the Board of Directors**  
**Liberty Shoes Limited**  
Corporate Office  
Ground Floor, Building No.8  
Tower-A, DLF Cyber City,  
Phase-II, Gurugram,  
Haryana-122002

Dear Sir/Madam,

I have read and agree to the above terms regarding my appointment as an Independent Director of Liberty Shoes Limited from 27th September, 2019 to 26th September, 2024.

**Aditya Khemka**  
DIN: 00514552  
27th September, 2019