

This **AGREEMENT** is made on this day ofTwo Thousand Twenty Six

between

AGI Greenpac Limited, a Company within the meaning of the Companies Act, 2013 ('the Act') and having its Registered Office at 2, Red Cross Place, Kolkata - 700 001 (hereinafter called "the Company") of the **ONE PART**;

and

Mr. Sandip Somany, son of Late Dr. R. K. Somany, presently residing at 13, Golf Link, New Delhi - 110 003 (hereinafter called "Mr. Somany") of the **OTHER PART**.

WHEREAS

1. The Board of Directors of the Company ("the Board") at its meeting held on the 27th April, 2026, passed a Resolution for re-appointment of Mr. Sandip Somany as the Chairman and Managing Director of the Company for a further period of 5 (Five) years with effect from 1st December 2026, on such terms and conditions including remuneration by way of salary, commission and perquisites, as approved by the Board at the said meeting, based on the recommendation of the Nomination and Remuneration Committee.
2. The said appointment of Mr. Sandip Somany as Chairman and Managing Director of the Company and the remuneration payable to him in such capacity, was subsequently approved by the Members of the Company on 6 June, 2026 through Postal Ballot, by a Special Resolution passed pursuant to Sections 196, 197, 198 and 203 and other applicable provisions, if any, of the Companies Act, 2013 ("the Act") read with Schedule V to the said Act and the Companies (Appointment and Remuneration of Managerial Personnel) Rules, 2014 (including any statutory notification(s) or re-enactment thereof for the time being in force).

3. The parties hereto are desirous of embodying the terms and conditions of Mr. Somany's re-appointment as Chairman and Managing Director of the Company in an Agreement constituted by these presents.

NOW IT IS HEREBY AGREED AS FOLLOWS: -

1. The Company hereby appoints Mr. Sandip Somany as Chairman and Managing Director of the Company for a further period of 5 (Five) years with effect from 1st December 2026 to 30th November 2031 upon the terms and conditions hereinafter expressed which appointment Mr. Somany hereby accepts.
2. Mr. Somany shall during the continuance of this Agreement faithfully and diligently serve the Company and shall under superintendence, control and direction of the Board perform the duties and exercise the powers which have been or may from time to time be entrusted to or vested in him by the Board and shall devote the whole of his time and attention to his services as the Chairman and Managing Director of the Company and shall at all times obey and comply with the lawful orders from time to time of the Board and in all respects to and comply with the directions and regulations made and given by the Board in relation to the business or trade of the Company and to the best of his skill and ability serve and promote the interests of the Company and shall not at any time except in case of illness or unavoidable accident or while on leave absent himself from the services of the Company without the consent of the Board.
3. In consideration of his services hereunder Mr. Somany shall be entitled to the following by way of remuneration:

- a) SALARY:** Rs. 49,00,000/- per month
(In the scale of Rs. 49,00,000/- - Rs. 3,50,000/- - Rs.66,50,000/-)
- b) COMMISSION:** At the rate of 5% of net profits of the Company for each financial year computed in the manner as laid down in Section 198 of the Companies Act, 2013.
- c) PERQUISITES:** Mr. Somany will be entitled to the following perquisites in addition to his Salary and Commission restricted to an amount equal to the annual salary of Mr. Somany:

Unless the context otherwise requires, perquisites are classified into three categories A, B and C as follows:

CATEGORY – A

This will comprise of house rent allowance, leave travel concession, medical reimbursement, club fees, personal accident insurance and such other benefits, facilities and allowances as may be available and allowed to Mr. Somany, as per rules of the Company. These may be provided as under:

Housing

- i) The expenditure incurred by the Company on hiring furnished accommodation for Mr. Somany shall be subject to a ceiling of sixty percent (60%) of the salary, over and above Ten (10%) percent thereof payable by Mr. Somany.
- ii) In case the accommodation is owned by the Company, Ten (10%) percent of the salary of Mr. Somany shall be deducted by the Company.
- iii) In case no accommodation is provided by the Company, Mr. Somany shall be entitled to House Rent Allowance subject to the ceiling laid down under Clause (i) above.

Explanation

The Expenditure incurred by the Company on Gas, Electricity, Water and Furnishing shall be valued as per the Income Tax Rules, 2026. This shall, however, be subject to a ceiling of Ten (10%) percent of the salary of Mr. Somany.

Medical Reimbursement

All medical expenses incurred for self and his family including hospitalization, nursing home and surgical charges in India and/or Abroad or both subject to a ceiling of one month's salary in a year or five month's salary over a period of five years.

Leave Travel Concession

For Mr. Somany and his family, once in a year incurred in accordance with the rules of the Company.

Club Fees

Fees of Clubs subject to a maximum of two Clubs. This will not include admission and life membership fees.

Personal Accident Insurance

Of an amount, the annual premium of which does not exceed Rs. 10,000/- per annum for Mr. Somany.

Other benefits and Allowances

Any other benefits, facilities and allowances as may be available and allowed to Mr. Somany, as per rules of the Company.

The value of the perquisites for the purpose of calculating the above annual ceiling shall be evaluated as per Income Tax Rules wherever applicable, otherwise at actual.

CATEGORY –B

- i) Contributions to Provident Fund and Superannuation/Annuity Fund will not be included in the computation of the ceiling on perquisites to the extent these either singly or put together are not taxable under the Income Tax Act, 2025.
- ii) Gratuity payable shall be half a month's salary for each complete year of service.
- iii) Encashment of Leave at the end of the tenure will be permitted and will not be included in the computation of the ceiling on perquisites.

CATEGORY – C

Provision of car for use on Company's business and telephone at residence will not be considered as perquisites. Personal long distance calls on telephone and use of car for private purpose shall be billed by the Company to Mr. Somany. He shall also be provided with a mobile, laptop and internet connection or any other such device for the purpose of the Company's business, which will also not form part of perquisites.

Overall Remuneration

Subject to an overall limit of five percent (5%) of the net profits of the Company, as computed in accordance with the provisions of Section 197 and other applicable provisions of the Companies Act, 2013, read with Schedule V thereto, the remuneration payable to Mr. Somany may exceed the limits specified under Regulation 17(6)(e) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("SEBI Listing Regulation"), or any statutory modification or amendment thereof made from time to time.

Minimum Remuneration

In the event of loss or inadequacy of profits in any financial year during the currency of tenure of office of Mr. Somany, the Company shall pay him remuneration by way of consolidated salary and perquisites in accordance with the limits laid down under Section II of Part II of the amended Schedule V to the Act as may be for the time being in force.

Sitting Fee

Mr. Somany shall not, so long as he acts as the Chairman and Managing Director of the Company, be paid any sitting fee for attending any meeting of the Board or Committee thereof.

Other Terms

Mr. Somany shall not, during the continuance of his employment hereunder or at any time thereafter, divulge or disclose to any person or make use whatever for his own or for any other purpose any confidential information or knowledge acquired by him during his employment under the Company as to the business or affairs of the Company or as to any trade secret or secrets, processes of the Company and shall, during the continuance of his employment hereunder, use his best endeavors to prevent any other person from doing so.

The Board of Directors may, in their discretion, revise or modify any of the terms of appointment and remuneration from time to time pursuant to the provisions of the Act read with Schedule V thereto and SEBI Listing Regulations.

Termination

Notwithstanding anything contained in this Agreement, either party shall be entitled to determine this Agreement by giving six (6) months' notice in writing in that behalf to the other party and on the expiry of the period of such notice, this Agreement shall stand terminated. The Company shall also be entitled without assigning any reason whatsoever, to terminate the Agreement on giving to Mr. Somany six (6) months' salary as specified in Clause 3 (a) herein above in lieu of six months' notice required to be given under this Clause.

Service of Notice

Any notice to be given hereunder shall be sufficiently given or served in case of Mr. Somany by being delivered either personally to him or left for him at his address last known to the Company or sent by registered post addressed to him at such address and in the case of the Company by being delivered at or sent by registered post addressed to its registered office, any such notice if so posted shall be deemed served on the day following that on which it was posted.

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year first above written.

For AGI Greenpac Limited

Accepted by

Ram Babu Kabra
Director
DIN: 00021886

Sandip Somany

Witness

1.

2.

DRAFT CONSULTANCY AGREEMENT

This Consulting Agreement (the “Agreement”) is made and executed at **Gurugram** on this dated _____ by and between:

AGI Greenpac Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at 2, Red Cross Place, Kolkata – 700 001, India and Corporate Office at #301-302, 3rd Floor, Park Centra, Sector 30, Gurugram, Haryana - 122001 (hereinafter referred to as the “Company”, which expression shall unless repugnant or contrary to the meaning or context thereof shall include its successors and assigns)

AND

Mr. Ram Babu Kabra, S/o Late Shri Devki Nandan Kabra, resident of A-2 HSIL Colony, Bahadurgarh – 124507 (hereinafter referred to as the “Consultant”).

Company and Consultant are herein collectively referred as “the Parties” and individually as “party”.

WHEREAS the Consultant is a merit holder Chartered Accountant and Company Secretary with over 43 years of experience in the business sector. Throughout his extensive career, he has held pivotal roles, notably serving as President at Hindware Limited (a group Company). In this capacity, he has demonstrated expertise in the Ceramic, Glass, Faucet, and Consumer Goods sectors, overseeing plant operations with comprehensive finance, accounting and P&L responsibilities. His strategic leadership encompasses domestic and global mergers and acquisitions, equity raising, fund mobilising and fostering robust investor relations. He has adeptly managed supply chain operations and spearheaded both greenfield and brownfield expansions, ensuring operational excellence. His proficiency in

cost optimization and labour relations has further solidified his reputation as a versatile and effective leader. Beyond his corporate achievements, he contributes to industry development as a Director at the Water Management and Plumbing Skills Council. His commitment to excellence and strategic vision continue to influence and inspire the sectors he serves. He also serves as a Non-Executive Non-Independent Director, having been duly appointed by the Board of Directors at their meeting held on 27th April, 2026

WHEREAS the Company wishes to engage Consultant to provide consultancy services in relation to affairs of Company and Consultant has agreed to provide consultancy services to the Company upon the terms and conditions contained in this Agreement.

WHEREAS, in accordance with the provisions of Section 197 of the Companies Act, 2013, the Nomination and Remuneration Committee and the Audit Committee, in their respective meetings held on 27th April, 2026, expressed their opinion, as required under relevant provisions of the Companies Act, 2013, that the Consultant possesses the requisite qualification to render consultancy services and recommended entering into Consultancy Contract with the Consultant.

WHEREAS, the Board of Directors of the Company, upon recommendation of the Nomination & Remuneration Committee and Audit Committee, at its meeting held on 27th April, 2026, and subject to the approval of the Shareholders of the Company considered to appoint Mr. Ram Babu Kabra as Consultant of the Company for availing the consultancy services in relation to affairs of Company, from time to time at a total remuneration of Rs.2,15,04,000/- (Rupees Two Crore Fifteen Lakh Four Thousand only) per annum, plus Goods and Service Tax (“GST”) as applicable, expenses on travelling, conveyance, lodging and boarding, reimbursement of incidental and out of pocket expenses, towards professional services rendered/to be rendered, with effect from 28th April, 2026.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE AND MUTUAL PROMISES SET FORTH IN THE AGREEMENT, THE PARTIES AGREE AS FOLLOW:

1. SERVICES

The Company hereby appoints Mr. Ram Babu Kabra as “Consultant” to provide consultancy services in relation to affairs of Company. The Consultant undertakes to provide services in a professional and diligent manner.

2. DURATION

The tenure of his appointment is effective from 28th April 2026 and continues for a period of 3 years from the effective date, unless terminated in accordance with this Agreement.

3. FEE & ALLOWANCES

- a. The Company shall pay fixed fee/remuneration of INR 14,60,000/- (Rupees Fourteen Lakh Sixty Thousand Only) per month plus applicable GST to Consultant for providing the services under the Agreement.
- b. The Company shall provide two Company owned cars to the Consultant for the discharge of his duties. The Company shall be responsible for the maintenance of such car, along with reimbursement of petrol bills.
- c. The Company shall pay Consultant INR 30,000/- (Rupees Thirty Thousand Only) per month as Driver's Salary allowance for engaging driver for discharge of his duties.
- d. The Company shall pay Consultant INR 2,000/- (Rupees Two Thousand Only) per month as Telephone/ Mobile Phone charges for discharge of his duties.
- e. The Company shall pay Consultant INR 3,00,000/- (Rupees Three Lacs Only) per month as House Rent Allowance (HRA) for discharge of his duties. The same shall be applicable once the Consultant vacates the Company quarter located at Bahadurgarh.
- f. The Consultant shall raise its invoice towards the fixed fee/remuneration and allowances to Company and the same shall be paid by Company within a period of 10 days from receipt of the same. The said fee/remuneration shall be subject to deduction of applicable taxes.

4. PRINCIPAL-TO-PRINCIPAL RELATIONSHIP

This Agreement is being entered into on a principal-to-principal basis and it shall not create any employer employee relationship. The Consultant shall not be eligible for any statutory employee benefits, except for those benefits specifically prescribed by law for a Non-Executive Non-Independent Director."

5. CONFIDENTIALITY

- A. The Consultant undertakes that he shall not disclose, divulge or reveal during the continuance of this Agreement or at any time thereafter the confidential information disclosed, communicated or given by Company relating to its operations or otherwise whether disclosed or communicated to the Consultant under this Agreement or gained or otherwise acquired by the Consultant under or by virtue of or as a result of the implementation or performance of its obligations under this Agreement. For the purposes of this clause, confidential information includes but not limited to trade secrets, know-how, techniques, processes, plans, methods, list of training partners, financial information, marketing plans, business information etc.

- B. The Consultant shall use at least the same degree of care in safeguarding the Confidential Information of Company as it uses or would use in safeguarding its own confidential information and shall take all steps necessary to protect the Confidential Information from any unauthorized or inadvertent use. In particular, the Consultant will immediately give notice in writing to the Company of any unauthorized use or disclosure of the Confidential Information and agrees to assist the Company in remedying such unauthorized use or disclosure of the Confidential Information. This confidentiality obligation shall not apply only to the extent that the Consultant can demonstrate that:
- i. The Confidential Information of the Company is at the time of disclosure, part of the public domain, except by breach of the provisions of this Agreement; or
 - ii. The Confidential Information of the Company is required to be disclosed by any applicable Law/Rules or by judicial process, to any court, tribunal or governmental authority provided however that the Consultant will use its best efforts to minimize the disclosure of such information and will consult with and assist Company in obtaining a protective order prior to such disclosure.
- C. The Consultant agrees that damages might not be a sufficient remedy to any breach of this clause of the agreement and that as a result injunctive or other equitable relief may be obtained against it in respect of any breach of this clause of the agreement.

- 6. RESTRICTIONS ON COMMUNICATION AND TRADING BY INSIDERS**
- Consultant acknowledges and agree that the Confidential Information and/or any other information that may be disclosed to or procured by or come to knowledge/possession of the Consultant, may in whole or in part constitute insider information or "unpublished price sensitive information" ("UPSI") as defined in Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 ("Insider Trading Regulations") relating to the securities of the Company and/or Company's Affiliates/group companies/subsidiaries listed on NSE, BSE and/or other stock exchanges. Accordingly, (i) the Consultant acknowledges and agrees that upon receipt of any UPSI they shall be considered as "insiders" for the purpose of the Insider Trading Regulations and this Agreement constitutes due notice to them to maintain confidentiality of such UPSI in compliance of the Insider Trading Regulations, (ii) the Insider Trading Regulations restrict and/or prohibit: (a) the use and/or disclosure of such UPSI; and (b) trading in securities when in possession of UPSI. The Consultant further acknowledges that he fully aware of the Applicable Laws and regulations, including but not limited to the Insider Trading Regulations, that restrict or prohibit the use and/or disclosure of such UPSI and may prohibit any person who has material non-public information about a Company and/or Company's Affiliates/group companies/subsidiaries from purchasing or selling securities of

such Company or from communicating such information to any other person, except as otherwise permitted and the Consultant undertakes to comply with such laws and regulations.

The Consultant agrees that he will not use the existence of the Confidential Information to deal in any securities issued by Company and/or its relevant Affiliate/subsidiary/group Company or in any securities whose price or value may be related to or affected by the price or value of the Company and/or its relevant Affiliate/subsidiary/group Company's securities or interests in any of them or to encourage any other personnel to deal, except as permitted by Applicable Law and in accordance with the terms of this Agreement.

7. INDEMNITY

The Consultant shall indemnify and keep the Company indemnified against any loss, costs, charges, actions, claims, litigations and expenses required to be incurred or suffered by the Company by reason of or as a result of the Consultant doing any act contrary to the provisions of this Agreement or breach of this Agreement by the Consultant.

8. GOVERNING LAW

This Agreement shall be construed and enforced in accordance with the Laws of India and will be subject to the jurisdiction of the courts in Gurugram.

9. MODIFICATION

This Agreement supersedes all previous negotiations, understandings, correspondence, arrangements etc. between the parties hereto in respect of the subject matter hereof and any modifications of this Agreement shall be made in writing by mutual consent of the parties.

10. TERMINATION

The Company can terminate the agreement by giving 60 days advance written notice to the other party or pay fee for 60 days in lieu thereof, or the Consultant can terminate the contract by giving 60 days advance written notice to the Company.

Company reserves a right to terminate this Agreement forthwith without any notice period if Consultant makes breach of terms of this Agreement.

11. MISCELLANEOUS

- A. During the currency of Agreement, Consultant shall not provide services to competitor of Company.
- B. Assignments: Consultant shall not assign its rights and obligations to any other person or any third party during the term of this Agreement except with the prior written consent of Company.

G.L. Sultania

B.Com. , F.C.A., F.C.S.

Anand Apartment, 2, Rowland Road, Kolkata – 700 020

Phone: (033)2475 7960, (M) 9830062085

E-mail: glsultania@gmail.com

24.04.2026

The Board of Directors
AGI Greenpac Limited
2, Red Cross Place,
Kolkata-700 001

Dear Sirs/Madam,

Subject: Notice u/s 160 of the Companies Act, 2013

Pursuant to the provisions of Section 160 of the Companies Act, 2013, I, Girdhari Lal Sultania (DPID Client ID - IN30321210018238), member of the Company, hereby propose the Candidature of Mr. Ram Babu Kabra (DIN: 00021886), son of Late Devki Nandan Kabra, residing at A-2, HSI Colony, Bahadurgarh – 124507, Dist, Jhajjar, Haryana, for his appointment as Non-Executive Non-Independent Director of AGI Greenpac Limited.


(GIRDHARI LAL SULTANIA)

AJAY KUMAR DOKANIA

**Diamond City West
Tower 5, Flat 7B
18, HO Chi Minh Sarani
Kolkata – 700 061**

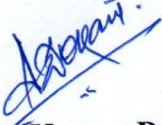
24.04.2026

The Board of Directors
AGI Greenpac Limited,
2, Red Cross Place,
Kolkata-700 001

Dear Sirs/Madam

Subject: Notice u/s 160 of the Companies Act, 2013

Pursuant to the provisions of Section 160 of the Companies Act, 2013, I, Ajay Kumar Dokania (DPID Client ID - IN30018311292375), member of the Company, hereby propose the Candidature of Mr. Sushil Kumar Roongta (DIN: 00309302), son of Late Shri Ram Niwas Roongta, residing at D-91, The Pinnacle, DLF Phase-V, Gurugram - 122009, for his appointment as Non-Executive Independent Director of AGI Greenpac Limited.



(Ajay Kumar Dokania)

AGI Greenpac Limited

CIN: L51433WB1960PLC024539

Registered Office: 2, Red Cross Place, Kolkata – 700 001, West Bengal, India

Phone: +91-33-2248 7407/5668,

E-mail: agiinvestors@agigreenpac.com; **Website:** www.agigreenpac.com

Date: _____

To

**APPOINTMENT / REAPPOINTMENT AS AN INDEPENDENT DIRECTOR OF
AGI GREENPAC LIMITED**

Dear _____,

We are pleased to inform you that upon the recommendation of Nomination and Remuneration Committee and the Board of Directors (“the Board”) of AGI Greenpac Limited (“the Company”), the Shareholders in their meeting held on _____, have appointed / reappointed you as the Independent Director of the Company for a first / second term of five consecutive years commencing from _____.

This letter is being issued to comply with the requirements of the provisions of Companies Act, 2013 (“Act”) and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“Listing Regulations”).

This letter sets out the broad terms of your appointment as an Independent Director, on the Board of the Company.

The Company is at liberty to disengage Independent Director earlier subject to compliance of relevant provisions of the Act and the listing regulations.

1. TERM OF APPOINTMENT

In accordance with the provisions of the Act and other applicable laws, your appointment / reappointment will be for a term of upto Five (5) consecutive years commencing from _____. As an Independent Director, you will not be liable to retire by rotation.

2. EXPECTATIONS OF THE BOARD/ROLE AND FUNCTIONS

As an Independent Director, you are expected to devote such time as may be considered prudent and necessary to perform your duties as an Independent Director. You are expected to attend meetings of Board and its Committees, to

which you are a member or may be appointed from time to time and shareholders' meeting(s) and devote such time as appropriate to discharge your duties effectively.

The Board generally meets at least four times in a year. The Committees of Board of Director, constituted in accordance with the provisions of the act and other applicable laws or for the purpose of exercising certain powers from time to time, meets as per requirements of the Act, or as and when required.

You as an independent director shall:

- A. help in bringing an independent judgment to bear on the Board's deliberations especially on issues of strategy, performance, risk management, resources, key appointments and standards of conduct;
- B. bring an objective view in the evaluation of the performance of Board and management;
- C. scrutinize the performance of management in meeting agreed goals and objectives and monitor the reporting of performance;
- D. satisfy yourself on the integrity of financial information and that financial controls and the systems of risk management are robust and defensible;
- E. safeguard the interests of all stakeholders, particularly the minority shareholders;
- F. balance the conflicting interest of the stakeholders;
- G. determine appropriate levels of remuneration of executive directors, key managerial personnel and senior management and have a prime role in appointing and where necessary recommend removal of executive directors, key managerial personnel and senior management; and
- H. moderate and arbitrate in the interest of the Company as a whole, in situations of conflict between management and shareholder's interest.

3. DUTIES

You will devote such time to discharge your duties as an **Independent Director** as specified in Code for Independent Director under Schedule IV of the Act as reproduced below:

- A. undertake appropriate induction and regularly update and refresh your skills, knowledge and familiarity with the Company;
- B. seek appropriate clarification or amplification of information and, where necessary, take and follow appropriate professional advice and opinion of outside experts at the expense of the Company;
- C. strive to attend all meetings of the Board of Directors and of the Board Committees of which you are a member;
- D. participate constructively and actively in the Committees of the Board in which you are a member or Chairperson;
- E. strive to attend the general meetings of the Company;

- F. where you have concerns about the running of the Company or a proposed action, ensure that these are addressed by the Board and, to the extent that they are not resolved, insist that their concerns are recorded in the minutes of the Board meeting;
- G. keep yourself well informed about the Company and the external environment in which it operates;
- H. not to unfairly obstruct the functioning of an otherwise proper Board or Committee of the Board;
- I. pay sufficient attention and ensure that adequate deliberations are held before approving related party transactions and assure themselves that the same are in the interest of the Company;
- J. ascertain and ensure that the Company has an adequate and functional vigil mechanism and to ensure that the interests of a person who uses such mechanism are not prejudicially affected on account of such use;
- K. report concerns about unethical behaviour, actual or suspected fraud or violation of the Company's code of conduct or ethics policy;
- L. act within authority of Independent Directors, assist in protecting the legitimate interests of the company, shareholders and its employees; and
- M. not disclose confidential information, including commercial secrets, technologies, advertising and sales promotion plans, unpublished price sensitive information, unless such disclosure is expressly approved by the Board or required by law.

4. PROFESSIONAL CONDUCT / ACTIONS NOT TO BE UNDERTAKEN

As an Independent director, you shall:

- A. uphold ethical standards of integrity and probity;
- B. act objectively and constructively while exercising your duties;
- C. exercise your responsibilities in a bona fide manner in the interest of the Company;
- D. devote sufficient time and attention to your professional obligations for informed and balanced decision-making;
- E. not allow any extraneous considerations that may vitiate your exercise of objective independent judgement in the paramount interest of the Company as a whole, while concurring in or dissenting from the collective judgement of the Board in its decision-making;
- F. not abuse your position to the detriment of the Company or its shareholders or for the purpose of gaining direct or indirect personal advantage or advantage for any associated person;
- G. refrain from any action that could lead to a loss of your independence;
- H. ensure that if circumstances arise under which you may lose your independence, you will immediately inform the Board accordingly; and
- I. assist the Company in implementing the best corporate governance practices.

5. BOARD-LEVEL COMMITTEE(S)

You are required to perform your duties as Chairperson/Member of the Committee(s), if constituted, in accordance with the terms of reference and respective charters of the said Committees. In the event that you are also asked to serve on one or more of the Board Committees, this will be covered in a separate communication setting out the relevant committee's terms of reference and any specific responsibilities.

6. CODE OF CONDUCT

During your tenure as Independent Director, you are required to comply with the Company's Code of Conduct, Code of Fair Disclosure and Code of Conduct for prevention of Insider Trading and such other policies/codes as the Board of Directors may from time to time specify.

7. TRAINING AND DEVELOPMENT

The Company shall, if required, conduct formal induction program for its Independent Directors. 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.

8. REMUNERATION

You will be paid sitting fees as per the provisions of Section 197(5) of the Act and rules thereof 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, as may be approved by the Board and the Shareholders from time to time within the limits as provided in Section 197 of the Act. 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. You will not be an employee of the Company and this letter shall not constitute a contract of employment.

9. DISCLOSURE OF INTEREST

It is accepted and acknowledged that you have disclosed your business interests in writing in the prescribed form other than those of the Company and that there are no conflicts that are apparent at present. You are required to notify the Company of any change in your directorships, status of independence and provide such other disclosures and information as may be required under the applicable laws.

10. DIRECTORS' AND OFFICERS' INSURANCE

The Company has Directors' and Officers' liability Insurance policy to pay for the personal liability of the Directors and Officers of the Company towards the claims made against them. It is intended to maintain such insurance cover for the full term of your appointment subject to the terms of such Policy from time to time.

11. CONFIDENTIALITY

You must apply the highest standards of confidentiality, and not disclose to any person or Company (whether during the course of the Appointment or at any time after its termination), any confidential information concerning the Company which has come to your possession by virtue of your position as Independent Director.

12. SEPARATE MEETING OF INDEPENDENT DIRECTORS

The Independent Directors of the Company shall hold at least two meetings in a financial year, without the presence of Non-Independent Directors and members of Management to, inter alia, evaluate the performance of the Non-Independent Directors and Board as a whole in accordance with the provisions of Schedule IV of the Act. You shall always strive to be present at all such meetings of Independent Directors.

13. EVALUATION PROCESS

As a member of the Board, your performance shall be evaluated annually. Evaluation 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.

14. TERMINATION

- A. You may resign from the directorship of the Company by giving a notice in writing to the Company stating the reasons for resignation along with a confirmation that there are no material reasons other than those provided in the resignation letter.
- B. 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 failure to comply with the provisions of this letter or on failure to meet the parameters of independence as defined in Section 149(6) of the Act and Regulation 16(1)(b) of Listing Regulations or on occurrence of any event for vacation of office of Director of the Company as provided under Section 167 of

the Act. You will not be entitled to compensation if the shareholders do not re-elect you at any time.

15. PUBLICATION OF THE LETTER OF APPOINTMENT

In accordance with provisions of Code for Independent Director under Schedule IV as specified in the Act, the Company has made a model letter of appointment public on its website and will also be open for inspection at the registered office of the Company by any member.

16. GENERAL

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 Act, Listing Regulations and the other applicable laws of India, and the parties agree to submit to the exclusive jurisdiction of the courts in India.

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

Yours sincerely,
For **AGI Greenpac Limited**

Sandip Somany
(Chairman and Managing Director)

I have read and agreed to the above terms regarding my appointment / reappointment as an Independent Director of **AGI Greenpac Limited**.

Date:

(Director)