To

Dear Sir,

LETTER OF APPOINTMENT AS INDEPENDENT DIRECTOR

We are pleased to inform you that on the recommendation of the Nomination & Remuneration Committee, the Board of Directors at its _____ Meeting held on _____, the _____ day of _____, 20___ have appointed your goodself as an Independent Director in the Company pursuant to the provisions of Section 149 of Companies Act, 2013 (Act) read with Rule 4 & 5 of the Companies (Appointment and Qualification of Directors) Rules, 2014 and Regulation 17 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (Regulation).

As per the requirements of the Act and Regulation, the above is being formalized through this letter of appointment.

This letter sets out the terms of your appointment as an Independent Director. Your relationship with the Company will be that of an office-holder and not one of contract for employment in the Company.

The terms of your appointment, as set out in this letter, are subject to the extant provisions of the applicable laws, including the Act and Regulation, as amended from time to time read together with the Articles of Association of the Company.

1. **Appointment and term thereof**

Your appointment as a non-executive Independent Director on the Board of Directors (Board) of Nicco Parks & Resorts Limited will be for an initial term up to 5 years, subject to the approval of the shareholders at the _____ Annual General Meeting and shall take effect from _____, unless terminated earlier or extended, as per the provisions of this letter or applicable laws.

The Company has adopted the provisions with respect to appointment and term of Independent Directors, which is consistent with the Act and the Regulation.

Re-appointment for the second term shall be based on recommendation of the Nomination & Remuneration Committee and subject to approval of the Board and the Shareholders. Your re-appointment would be considered by the Board, based on the outcome of the performance evaluation process and your continuous compliance of the independence criteria.

2. **Board Committee**

The Board may, if it deems fit, invite you for being appointed on one or more existing Board Committees or any such Committee that may be set up in the future. Your appointment on such Committee(s) will be subject to the applicable provisions.

You are expected to attend Board, Board Committees, to which you may be appointed and Shareholders' meetings and to devote such time to your duties as deemed appropriate for discharge of your duties effectively. Ordinarily all meetings are held in Kolkata, unless determined otherwise.

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.

3. **Role, Duties and Responsibilities**

Your role and duties will be those normally of a Non-Executive Independent Director under the Act and the Regulation. There are certain duties prescribed for all Directors, both Executive and Non- Executive, which are fiduciary in nature and the same are specified under Section 166 of the Act.

In addition to the above requirements, you are also required to discharge the duties, roles and functions as applicable to Independent Directors as stated under Schedule IV to the Act, as in force and as may be amended from time to time. While performing such duties, roles and functions, you will be required to abide by the 'Guidelines of Professional Conduct' as stated under the said Schedule.

4. **Additional Applicable Statutory Requirements**

As a Non-Executive Director on the Board, you will be subject to all relevant provisions of the Act and the Regulation.

5. **Directors & Officers (D&O) Insurance**

Presently, the Company has a D&O liability insurance policy. A copy of the same will be supplied to you on request.

6. **Code of Conduct**

You will follow the Code of Conduct for Directors and Senior Management of the Company and furnish annual affirmation of the same.

You will apply the highest standards of confidentiality and not disclose to any person or company (whether during the course of the tenure as Independent Director or at any time after its cessation) any confidential information concerning the Company including any subsidiary or associate thereof with which you come into contact by virtue of your position as a Director, except as permitted by law or with prior clearance from the Chairman of the Board.

We would also like to draw your attention to the applicability of Securities & Exchange Board of India (Prohibition of Insider Trading) Regulation, 1992, which inter-alia prohibits disclosure or use of unpublished price sensitive information. You should not make any statement(s) that might risk a breach of the requirements specified under the said statute unless the same is required under any law or the same is required for the purpose of compliance of any direction, order, etc., issued/given by any judicial authority. Additionally, you shall not participate in any business activity which might impede the application of your independent judgment in the best interest of the Company.

7. **Induction 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. **Performance Appraisal / 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 & Remuneration Committee.

9. **Disclosures, other Directorships and Business Interests**

During the Term, you agree to promptly notify the Company of any change in your Directorships and provide such other disclosures and information as may be required under the applicable laws. 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 Company.

During your Term, you agree to promptly provide a declaration under Section 149(7) of the Act, upon any change in circumstances which may affect your status as an Independent Director.

10. **Changes of Personal Details**

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

11. **Fees / Remuneration**

You will be paid such remuneration by way of sitting fees for attending the meetings of the Board and the Committees as may be decided by the Board from time to time, subject to approval of the shareholders, if required.

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.

12. **Termination**

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 Act, your Directorship may be terminated for violation of any provision of the Code of Conduct for Directors and Senior Management of the Company.

You may resign from the Directorship of the Company by giving a notice in writing to the Company stating the reasons for resignation. The resignation shall take effect from the date on which the notice is received by the Company or the date, if any, specified by you in the notice, whichever is later.

If, at 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 Act, that of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, you agree to promptly submit your resignation to the Company with effect from the date of such change.

13. **Co-operation**

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 cooperation to the Company and provide such information and documents as are necessary and reasonably requested by the Company or its counsel.

14. **Governing Law**

This document 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.

If you are willing to accept these terms of appointment relating to your appointment as a Non-Executive Independent Director of Nicco Parks & Resorts Limited kindly confirm your acceptance of these terms by signing and returning to us the enclosed copy of this letter.

15. **Miscellaneous**

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.

As per the provisions of the Act, this letter along with your detailed profile shall be disclosed on the website of the Company.

16. **Acceptance of Appointment**

We are confident that the Board and the Company will be benefitted immensely from your rich experience and we are 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.

Yours sincerely,
For **Nicco Parks & Resorts Limited**

_____

Place: Kolkata

Date:

AGREE AND ACCEPT

I have read and understood the terms of my appointment as an Independent Director of the Company and I hereby affirm my acceptance to the same.

_____

Name:

Date: