

**Terms and Conditions of Appointment of Independent Directors**

Date:

To,  
(Insert Name of Director)  
(Insert Address)

Dear[•],

Re: Your appointment as an Independent Director of New Delhi Television Limited

We are pleased to advise you that at the Annual General Meeting held on [•], shareholders have approved your appointment as an Independent Director of the Company to hold office for a period of [•] consecutive years w.e.f. [•].

The Brief outline for the appointment is as below:

1. During your tenure as an Independent Director, you will have to submit a declaration at the beginning of every Financial Year under Section 149(7) of the Companies Act, 2013 stating that you meet the criteria for independence.
2. So long as you are an Independent Director of the Company, the number of companies in which you hold office as a Director or a Chairperson or Committee member should not exceed the limit stipulated under the Companies Act, 2013 and the SEBI (Listing Obligation and Disclosure Requirements) Regulations, 2015.
3. As advised by the Board, during the tenure of office, you may be required to serve on one or more Committees of the Board established by the Company as per its terms of reference.
4. You have been appointed on the following Committees of the Board:  
  
    <<To be modified as applicable>>
5. You will comply with the 'Code of Conduct for the Board of Directors and Senior Management of the Company' to the extent applicable to an Independent Director as uploaded on the website of the Company.
6. You will comply with the guidelines of professional conduct, role, functions, and duties, as an Independent Director provided in Schedule IV of the Companies Act, 2013.
7. You will be paid such remuneration by the way of sitting fees and reimbursement of expenses for attending the meetings of the Board and its Committees and Remuneration / Commission, if any, that may be determined by the Board and Shareholders from time to time.
8. You will not hold office as a Director or any other office in a competing firm/entity.
9. You are expected not to be involved 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.

10. The Company has 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.
11. Your re-appointment or extension of term of appointment and your remuneration, if any, will be recommended by the Nomination and Remuneration Committee of the Board, pursuant to a performance evaluation carried out by the Board.

You are requested to sign the duplicate copy of this letter as a token of your acceptance.

Yours faithfully,

**Chairperson of the Board**