

Terms and conditions of Appointment of Independent Directors

The terms and conditions of appointment of the following Independent Directors are subject to the extant provisions of the (i) applicable laws, including the Companies Act, 2013 (**'2013 Act'**) and Clause 49 of the Listing Agreement (as amended from time to time) and (ii) Articles of Association of the Company.

S.No.	Name of Independent Director	From	To
1	Mr. Desh Raj Dogra	01/09/2016	31/08/2021
2	Ms. Maya Swaminathan Sinha	01/09/2016	31/08/2021
3	Mr. Chander Khamesra	24/09/2015	23/09/2020
4	Mr. Anand Bordia	14/06/2016	13/06/2021

The Board terms and conditions of their appointments as Independent Directors of the Company are reproduced hereunder:

1. Appointment

In accordance with the provisions of the Companies Act, 2013 and other applicable laws, you will serve as an Independent Director on the Board for a term of five consecutive from the date of Extraordinary General Meeting.

2. Status of Appointment

- a. 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.
- b. You will have no entitlement to any bonus during your tenure and no entitlement to participate in any employee stock option scheme operated by the Company or by any Group Company.

3. Reimbursement of Expenses

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 as Director of the Company.

4. Disclosure of Interest

- a. 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/disclose any such directorships, appointments and interests to the Board in writing in the prescribed form.
- b. If you have any material interest in any transaction or arrangement that the Company has entered into, it should be disclosed not later than when the transaction or arrangement comes up at the Board Meeting, in order to comply with the various provisions of the Companies Act, 2013, the Rules made thereunder.

5. Confidentiality

All information acquired by you during your term as Director of the Company is to be treated as confidential and should not be released, either during your tenure or following termination (by whatever means) to third parties without prior clearance from Managing Director of the Company unless such disclosure be required by any governmental, statutory and regulatory authority established under the laws for the time being in force. On reasonable request, you are required to surrender any documents and other materials made available to you by the Company.

6. Termination

- a. You may resign from your position at any time and should 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, Rajasthan.

- b. The continuation of your appointment is contingent on your getting re-elected by the shareholders in accordance with the provisions of the 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 reelect you at any time.
- c. 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.