

RUDRABHISHEK ENTERPRISES LIMITED

LETTER OF APPOINTMENT FOR INDEPENDENT DIRECTORS

The Code for Independent Directors contained in the Companies Act, 2013 provides that we should issue a letter of appointment to the Independent Directors.

We are pleased to inform you that the shareholders at the Annual/Extraordinary General Meeting held onhave approved your appointment as an Independent Director for a period of five years till This letter of appointment sets out the terms and conditions covering your appointment which are as follows:

A. Preliminary

Your appointment is subject to the following:

1. During your tenure as Non-Executive 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("Act") stating that you meet the criteria of 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 chairman or committee member will not exceed the limit stipulated under the Companies Act 2013 and the Listing Agreement.
3. So long as you are an Independent Director of the Company, you will ensure that you do not get disqualified to act as a Director pursuant to the provisions of Section 164 of the Companies Act 2013.
4. You will ensure compliance with other provisions of the Companies Act 2013 and the listing Agreement as applicable to you as an Independent Director.
5. If circumstances change, and you believes that your independence will be in doubt, you should discuss the same with the Chairman of the Company as soon as practicable.

B. Term

Your Appointment is for a term of 5 years commencing from
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C. Committees

You have been appointed as Chairman/Member on the following
Committees of the Board of Directors:

1. Audit Committee –
2. Nomination and Remuneration Committee –
3. Stakeholders Relationship Committee –
4. IPO Committee -

D. Code of Conduct, Duties and Responsibilities

1. You will abide by the Company's Code of Ethics and Business Principles applicable to Non-Executive Directors and business principles to the extent applicable to an Independent Director of the Company.
2. You will abide by the guidelines of professional conduct, role, function and duties as an Independent Directors provided in Schedule IV of the Companies Act, 2013.
3. You will not hold office as a Director or any other office in a competing firm/entity.

You are expected to stay updated on how best to discharge your roles, responsibilities, and duties and liabilities, as an Independent Director of the Company under applicable law, including keeping abreast of current changes and trends in economic, political, social, financial, legal and corporate governance practices.

5. You are expected to:
 - i) take decisions objectively and solely in the interests of the Company;
 - ii) facilitate Company's adherence to high standards of ethics and corporate behaviour;
 - iii) guide the Board in monitoring the effectiveness of the Company's governance practices and to recommend changes, required if any;
 - iv) guide the Board in monitoring and managing potential conflicts of

interest of Management, Board Members and Stakeholders, including misuse of corporate assets and abuse in related party transactions;

- v) guide the Board in ensuring the integrity of the Company's accounting and financial reporting systems, including the independent audit, and that appropriate systems of control are in place, in particular, systems for risk management, financial and operational control, and compliance with the law and relevant standards.

E. Termination

1. 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 Companies Act, 2013, your directorship may be terminated for violation of any provision of the Code of Conduct as applicable to Non-Executive Directors in the Company.
2. If at any stage during the Term of your appointment as 'Independent Director', there is a change that may affect your status as an Independent Director as envisaged in Section 149(6) of the Companies Act, 2013 or, if applicable, you fail to meet the criteria for "independence" under the provisions of Clause 49 of the Listing Agreement, you agree to promptly submit your resignation to the Company with effect from the date of such change.
3. On termination of the appointment you will deliver back to the Company all books, documents, papers and other property of or relating to the business of the Company or its subsidiary or any other group Company which are in your possession, custody or power by virtue of your position as a Non-Executive Independent Director of the Company.

F. Performance Evaluation

Your re-appointment or extension of term and remuneration will be decided by the Board, pursuant to a performance evaluation carried out by the Board.

G. Remuneration

Your annual remuneration will be as under:

1. Sitting fees for attending each meeting of the Board and its Committees as may be determined by the Board from time to time, and
2. You will be entitled to reimbursement of expenses incurred by you in connection with attending the Board meetings, Committee meetings, general meetings and in relation to the business of the Company towards hotel accommodation, travelling and other out-of-pocket expenses.
3. Pursuant to applicable law, you will not be entitled to any stock options.

H. Miscellaneous

You will have access to confidential information, whether or not the information is marked or designated as “confidential” or “proprietary”, relating to the Company and its business including legal, financial, technical, commercial, marketing and business related records, data, documents, reports, etc., client information, intellectual property rights (including trade secrets), (“Confidential Information”).

You shall use reasonable efforts to keep confidential and to not disclose to any third party, such Confidential Information.

If any Confidential Information is required to be disclosed by you in response to any summons or in connection with any litigation, or in order to comply with any applicable law, order, regulation or ruling, then any such disclosure should be made, to the extent possible, with the prior consent of the Board.

I. Governing Law

The Appointment and the terms are governed by the laws of India.

J. Relationship

The appointment constitutes neither a contract for services nor a service contract. There will be no relationship of employer and employee as a consequence of appointment as a director of the Company.

Please confirm your acceptance by signing and returning a copy of this letter to the Company.