

DATED :

Dear Sir/Madam,

The Company is pleased to welcome you as a Non-Executive Director on the board of the Company.

This letter sets out the main terms of your appointment. It is agreed between us that this is a contract for services and is not a contract of employment.

APPOINTMENT

Subject to the remaining provisions of this letter, your appointment shall be for a term as per Companies Act 2013, unless terminated earlier by either party giving to the other. Your appointment is subject to the articles of association (the "Articles") as amended from time to time. Nothing in this letter should be taken to exclude or vary the terms of the Articles as they apply to you as a director of the Company. You are required to retire and, if you wish, seek re-election by rotation in accordance with the Articles of the Company. Continuation of your appointment is contingent on your continued satisfactory performance and re-election by the shareholders as required by the Articles. If shareholders do not re-elect you as a director in accordance with the Articles your appointment shall terminate automatically and with immediate effect.

On termination of the appointment, you shall only be entitled to accrued fees as at the date of termination together with reimbursement of any expenses properly incurred prior to that date.

TIME COMMITMENT

Overall we anticipate you will spend one day a month on work for the Company. This will include attendance at monthly board meetings, members meetings, the AGM. In addition you will be required to consider all relevant papers before each meeting.

By accepting this appointment, you confirm that you are able to allocate sufficient time to meet the expectations of the role.

REMUNERATION

As an Independent Director you shall be paid sitting fees for attending the meetings of the Board and the Committees of which you are a member.

The sitting fees payable to you per meeting are as follows:

- Board – Rs.20000
- Any committee of the Board of which you are a Member – Rs.15000

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. This could include

reimbursement of expenditure incurred by you for attending Board/ Committee meetings, Annual General Meetings, Extraordinary General Meetings, court convened meetings, meetings with shareholders/ creditors/ management, site visits, induction and training (organized by the Company for Directors) and in obtaining, subject to prior consultation with the Board, professional advice from independent advisors in the furtherance of your duties as an Independent Director.

ROLE AND DUTIES

As a non-executive director you shall have the same general legal responsibilities to the Company as any other director and shall be required to take decisions in the best interests of the Company. The board of directors (the "Board") as a whole is collectively responsible for the success of the Company. The Board's role is to:

- a) provide entrepreneurial leadership of the Company within a framework of prudent and effective controls which enable risk to be assessed and managed;
- b) set the Company's strategic aims, ensure that the necessary financial and human resources are in place for the Company to meet its objectives, and review management performance; and
- c) Set the Company's values and standards and ensure that its obligations to its shareholders and others are understood and met.

In your role as non-executive director, you shall also be required to:

- a) constructively challenge and contribute to the development of strategy;
- b) scrutinize the performance of management in meeting agreed goals and objectives and monitor the reporting of performance;
- c) satisfy yourself that financial information is accurate and that financial controls and systems of risk management are robust and defensible;
- d) be responsible for determining the appropriate level of remuneration for executive directors and have a prime role in appointing and, where necessary, removing executive directors and in succession planning;
- e) at all the time comply with the Articles;
- f) abide by your fiduciary duties as a director of the Company;
- g) diligently perform your duties and use your best endeavors to promote, protect, develop and extend the business of the Company; and
- h) Immediately report your own wrongdoing or the wrongdoing or the proposed wrongdoing of any other employee or director of the Company of which you become aware to the CEO and the Board.

INDEPENDENT LEGAL ADVICE

In some circumstances you may consider that you need professional advice in the furtherance of your duties as a director and it may be appropriate for you to seek advice from independent advisors at the Company's expense. You must declare to the Board your intention to take such advice before it so doing together with a budget amount to cover the likely cost. The Company shall approve and reimburse the full cost of expenditure in accordance with any policy it has on such matters from time to time.

OUTSIDE INTERESTS

It is accepted and acknowledged that you have business interests other than those of the Company. You shall have declared any conflicts of interest during your election to the Board. If you become aware of any potential conflicts of interest, these should be disclosed to the board as soon as you become aware of them. The board shall decide how best to handle such information.

CONFIDENTIALITY

All information acquired during your appointment is confidential to the Company and should not be disclosed to third parties or used for any reason other than in the interests of the Company, either during your appointment or following termination (by whatever means), without prior clearance from the Board.

Your attention is drawn to the requirements under both legislation and regulation as to the disclosure of inside information. Consequently you should avoid making any statements that might risk a breach of these requirements without prior clearance from the Board.

REVIEW PROCESS

The performance of individual directors, the whole Board and its committees is evaluated annually.

DATA PROTECTION

By signing this letter you consent to the Company holding and processing information about you for legal, personnel, administrative and management purposes.

RELATED DOCUMENTS

You agree to abide by the Code of Conduct, other policies of the Company as may be framed by the Board of Directors & its Committee from time to time and act within the interests of the Terms of Reference as approved and published by the Board.

Please indicate your acceptance of these terms by signing below.

For **Commercial Engineers & Body Builders Co Limited**

Deepak Tiwary

Chief Executive Officer

I agree to the above terms of appointment as a non-executive director.

Non Executive Director