

_____ (Date)

To,

_____ (Name of Director)

Address: _____

Subject: Appointment as an Independent Director

Dear Sir/ Mam,

We are pleased to inform you that at the Annual General of the Company held on _____, 20__ (date, Month and year), you have been appointed as an Independent in Board of Ramsons Projects Limited ("**Company**").

1. Appointment

Your appointment is subject to the following:

- a) During your tenure as an Independent Director of the Company, the number of companies in which you hold office as a Director or a Chairman will not exceed the limit stipulated under the Companies Act 2013 (the "**Act**")
- b) So long as you are Independent Director of the Company, you will ensure that you do not get disqualified to act as Director pursuant to provisions of Section 164 of the Act.
- c) You will comply with all other provisions of the Act and Listing Agreement as applicable to you as Director of the Company.
- d) During your tenure as the Independent Director, you will have to submit a declaration of Independence at beginning of every financial Year as per Section 149(7) of the Act.

2. Tenure

Your current tenure for a further period of ___ years from the date of appointment i.e. till _____ .

3. Duties and Responsibilities

- i. You will abide by the Code of Conduct of the Company applicable to Directors and Senior Management Personnel
- ii. You will abide by the guidelines of Professional Conduct, Role, Function and Duties as an Independent Director provided in Schedule IV of the Act.
- iii. You are expected to:
 - take decision objectively and solely in the interest of the Company;
 - facilitate company in adhering highest standards of ethics and corporate behavior;

On the letterhead of Company

- facilitate the Board in forming and implementing Company's Corporate Governance policies and Practices
 - facilitate the Board in managing potential conflict of Interest of Management and various Stakeholders
- iv.** You shall abide by the duties of directors as mentioned in Section 166 of the Act and referred herein in Annexure-1.
- v.** Disclosure of Interests in transactions, arrangements or contracts.

4. Code of Conduct

- a)** You shall abide by code of conduct of the Company.
- b)** You are expected to stay updated on how to best discharge your roles, responsibilities, duties and liabilities as 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.
- c)** You shall abide by code of conduct for Insider Trading framed by the Company.

5. Remuneration and Performance and Evaluation

Subject to the provisions of the Act and decision of the Board of the Company from time to time your annual remuneration will be as under

- (a)** sitting fees for attending each meeting of the Board and its Committees as may be determined from time to time.

6. Confidentiality

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, to the extent possible with prior consent of the Board.

7. 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.
- (b)** Your appointment may also be terminated in accordance with the provisions of the Article of Association of the Company from time to time in force and as per the provisions of the Companies Act, 2013.

8. Miscellaneous

If any dispute arises out of or in connection with your appointment as a director of the Company or in connection with your directorship of the Company, the Company and you shall make best efforts to resolve such disputes amicably. If the dispute is not resolved, the same shall be settled through arbitration under the provisions of the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be New Delhi. Subject to the above, the courts in New Delhi will have the exclusive jurisdiction to settle any dispute.

May we request you to please sign and return a copy of this letter to indicate your acceptance of this offer. We look forward to a fruitful and long association between you and the Company.

Thanking you,

Yours sincerely,

**For and on behalf of
Ramsons Projects Limited**

_____ (Name of Director)

_____ (Designation)

(DIN: _____)

Section 166- Duties of Directors

1. Subject to the provisions of this Act, the director of a company shall act in accordance with the articles of the company.
2. A director of a company shall act in good faith in order to promote the objects of the company for the benefit of its members as a whole, and in the best interests of the company, its employees, the shareholders, the community and for the protection of environment.
3. A director of a company shall exercise his duties with due and reasonable care, skill and diligence and shall exercise independent judgment.
4. A director of a company shall not involve in a situation in which he may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the company.
5. A director of a company shall not achieve or attempt to achieve any undue gain or advantage either to himself or to his relatives, partners, or associates and if such director is found guilty of making any undue gain, he shall be liable to pay an amount equal to that gain to the company.
6. A director of a company shall not assign his office and any assignment so made shall be void.
7. If a director of the company contravenes the provisions of this section such director shall be punishable with fine which shall not be less than one lakh rupees but which may extend to five lakh rupees