

Terms and conditions of Appointment of Independent Directors

[Date]

[Name]

[Address]

Dear Sir/Ma'am,

Sub: Appointment as an Independent Director of SAEL Industries Limited

We are pleased to inform you that, based on the recommendation of Nomination and Remuneration Committee and subject to the approval of shareholders, the Board of Directors of SAEL Industries Limited ("Company") in their meeting held on [•], had appointed you as an Independent Director w.e.f. [•]. The appointment is governed by the provisions of Companies Act, 2013 ("Act").

This letter sets out the main terms of your appointment, which are as follows:

1. APPOINTMENT

- 1.1. Subject to the remaining provisions of this letter and applicable laws, your appointment shall be for a term of 5 (five) years with effect from [•].
- 1.2. Your appointment will be in accordance with and subject to the Act, the Articles of Association of the Company and other applicable laws. Your appointment and related terms shall be ratified by the shareholders at the ensuing general meeting.
- 1.3. As an Independent Director you are not liable to retire by rotation.
- 1.4. During your tenure as Non-Executive Independent Director of the Company and pursuant to Rule 6 of the Companies (Appointment and Qualifications of Directors) Rules, 2014 you shall always ensure to be registered in the data bank maintained by Indian Institute of Corporate Affairs (IICA) and shall take all necessary steps for renewal from time to time for further period within a period of 30 (Thirty) days from the date of expiry of the period up to which your name was applied for inclusion in the data bank, till the time you continue to hold office as a Non-Executive Independent Director of the Company.

2. COMMITTEES

The Board of Directors (the Board) may, if it deems fit, nominate you as a member on one or more existing Board Committees or any such Committee that is set up in the future. The appointment on such Committee(s) will be subject to the applicable regulations.

3. TIME COMMITMENT

- 3.1 Subject to applicable laws, as a Non-Executive Independent Director, we look forward to your bringing objectivity and independence to the Board's discussions and to help the Board with effective leadership in relation to the Company's strategy, performance and risk management. You are also expected to devote such time as is necessary for the proper performance of your duties. This will include attendance at Board and Committee (if nominated) meetings, Shareholders' meetings, a separate meeting of Independent Directors and such other meetings of the Company to which you may be invited. Board/Committee meetings are normally held at the Company's headquarters in New Delhi but may also take place in other locations or via video conferencing upon Board's agreement.
- 3.2 By accepting this appointment, you confirm that taking into account all of your other commitments, you are able to allocate sufficient time to the Company to discharge your responsibilities effectively.

4. ROLES AND DUTIES

- 4.1 You are expected to perform your duties faithfully, diligently and to a standard commensurate with the functions of your role and your knowledge, skills and experience.
- 4.2 You shall exercise your powers in your role as a Non-Executive Independent Director of the Company having regard to relevant obligations under prevailing law and regulation, including any company law legislation, corporate codes and associated guidance as well as other regulatory requirements governing the Company.
- 4.3 You shall abide by the "Code for Independent Directors" as outlined in Schedule IV to Section 149(8) of the Act and duties of Directors provided in the Act and other applicable laws.
- 4.4 Unless the Board specifically authorises you to do so, you shall not enter into any legal or other commitment or contract on behalf of the Company.

5. STATUS OF APPOINTMENT AND REMUNERATION

- 5.1 You will not be an employee of the Company, and this letter shall not constitute a contract of employment. Subject to applicable provisions of the Act, you will be entitled to remuneration of Rs. 1,00,000/- (Rupees One Lacs Only) by way of sitting fees for attending the meetings of the Board.
- 5.2 While making any payments, the Company may from time to time, withhold any tax as may be required by applicable law.

6. RE-APPOINTMENT

Your re-appointment at the end of your tenure is subject to the approval of shareholders and on the basis of performance evaluation

7. OUTSIDE INTERESTS

- 7.1 As a condition precedent to commencement of your appointment, you are required to declare any directorships and other interests to the Board in writing in the prescribed form. In the first Board meeting in which you participate as a Director of the Company and thereafter at the first meeting of the Board in every financial year or whenever there is any change in the circumstances which may affect your status as Director. You shall give a declaration that you meet the criteria for independence as specified in Section 149 of the Act.
- 7.2 It is accepted and acknowledged that you may have business interests other than those of the Company and you have declared any conflicts that are apparent at present. If you become aware of any further potential or actual conflicts of interest, these should be disclosed to the Board as soon as you become aware of them.
- 7.3 You must also ensure that you make appropriate disclosures as may be required by the Act and other applicable laws in order to avoid any conflict or to ensure effective statutory reporting of related party transactions.

8. CONFIDENTIALITY

You acknowledge that all information acquired during your appointment is confidential to the Company and should not be released, communicated or 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 approval of the Board, unless required by applicable laws. In the latter case, you would be required to suitably inform the Board of such an event or disclosure. You should also direct any media queries to the appropriate spokesperson within the Company. On reasonable request, you shall surrender any documents and other materials made available to you by the Company.

9. ENTIRE AGREEMENT

This letter and any document referred to in it constitutes the entire terms and conditions of your appointment and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between you and the Company, whether written or oral, relating to its subject matter.

10. VARIATION

No variation of this letter shall be effective unless it is in writing and signed by you and the Company (or respective authorised representatives).

11. GOVERNING LAW AND JURISDICTION

Your appointment with the Company and any dispute or claim arising out of or in connection with this letter of appointment shall be governed by and construed in accordance with the law of India and the courts of New Delhi shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this appointment.

12. TERMINATION

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 to the board. Your appointment may also be terminated in accordance with the provisions of the Act.

Please indicate your acceptance of these terms by signing and returning the attached copy of this letter.

Yours Sincerely

For SAEL Industries Limited

Company Secretary

I hereby acknowledge receipt of and accept the terms set out in this letter.

Signed:

Date: