

SVARAJ TRADING AND AGENCIES LIMITED

TERMS AND CONDITIONS OF APPOINTMENT OF INDEPENDENT DIRECTORS

Date: [•]

Name: [•]

Address: [•]

Subject: Appointment as an Independent-Non-Executive Director

Dear [•],

We thank you for your confirmation to Svaraj Trading And Agencies Limited (hereinafter referred to as STAAL or the Company) that you meet the "independence" criteria as envisaged in Section 149(6) of the Companies Act, 2013 ("2013 Act") read with the Rules framed thereunder.

We are pleased to inform you that upon the recommendation of Nomination and Remuneration Committee of the Company, the Board of Directors at their board meeting held on [•], have approved your appointment as an Independent-Non-Executive Director of the Company with effect from [•] to hold office for term upto (5) Consecutive Years.

We are eager to have you as an integral part of the growth of our Company.

This letter is being issued to comply with the requirements of Schedule IV to the 2013 Act, pertaining to the Code of Independent Directors.

This letter sets out the broad terms of your appointment as an Independent Director, on the Board of the Company.

The terms of your appointment, as set out in this letter, are subject to the extant provisions of the Articles of Association of the Company ("AOA").

The terms of your appointment shall be as follows:

1. Appointment

You have been appointed as an Independent-Non-Executive Director on the Board of Directors of STAAL with effect from [•] to hold office for term upto (5) Five Consecutive Years. Your appointment shall be governed by the provisions of the Companies Act, 2013 as amended from time to time. Your appointment is also subject to the maximum permissible Directorships that one can hold as per the provisions of the Companies Act, 2013.

1.1. The term 'Independent Director' should be construed as defined under the Companies Act, 2013.

1.2. As an Independent Director you will not be liable to retire by rotation.

1.3. The Company has adopted the provisions with respect to the appointment and tenure of Independent Directors which is consistent with the Companies Act, 2013.

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- 1.4. Accordingly, the Independent Directors will serve for not more than two terms of five years each on the Board of the Company. The disengagement earlier than five years will be in accordance with the provisions of the Companies Act, 2013 or on mutually agreed terms.
- 1.5. The provisions contained in the Companies Act, 2013 will apply as regards performance evaluation of Independent Directors is concerned. The performance of Independent Directors shall be evaluated by the entire Board of Directors, excluding the Director being evaluated. On the basis of the report of performance evaluation, it shall be determined whether to extend or continue the term of your appointment as an Independent Director.
 - 1.5.1. Reappointment at the end of the Term shall be based on the recommendation of the Nomination and Remuneration Committee and subject to the approval of the Board and the shareholders. Your reappointment would be considered based on the outcome of the performance evaluation process and you continuing to meet the independence criteria.

2. Committees

The Board of Directors (the Board) may, if it deems fit, invite you for being appointed on one or more existing Board Committees or any such Committee that is set up in the future. Your appointment on such Committee(s) will be subject to the applicable provisions of Companies Act, 2013.

3. Time Commitment

- 3.1. As a Non-Executive Director, you are expected to bring objectivity and independence of view to the Board's discussions and to help provide the Board with effective leadership in relation to the Company's strategy, performance, and risk management as well as ensuring high standards of financial probity and corporate governance.
- 3.2. The Board meets at least four times in a year. The Audit Committee also meets at least one times in a year. Besides, there are other Committee meetings like Nomination and Remuneration Committee, meetings which are ordinarily convened one time in a year. Ordinarily, all meetings are held at Registered Office. You will be expected to attend Board, Board Committees of which you are a member or to which you may be appointed and Shareholders meetings and to devote such time to your duties, as appropriate for you to discharge your duties effectively.
- 3.3. By accepting this appointment, you confirm that you are able to allocate sufficient time to meet the expectations from your role to the satisfaction of the Board.

4. Roles, Duties and Responsibilities:

Your role and duties will be those normally required of a Non-Executive Independent Director under the Companies Act, 2013. There are certain duties prescribed for all Directors, both Executive and Non-Executive, which are fiduciary in nature and are asunder:

- 4.1. You shall act in accordance with the Company's Articles of Association.
- 4.2. You 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 interest of the Company, its employees, the shareholders, the community and

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for the protection of environment.

- 4.3. You shall discharge your duties with due and reasonable care, skill and diligence and shall exercise independent judgment.
- 4.4. You shall not involve yourself in a situation in which you may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the Company. Please refer to clause 7 for full explanation on conflict of interest.
- 4.5. You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates and if you found guilty of making any undue gain, you shall be liable to pay an amount equal to that gain to the company.
- 4.6. You shall not assign your office as Director and any assignments so made shall be void.

You are also required to abide by the provisions of 'Code of Conduct, Roles and Functions of Independent Directors' as provided in Schedule IV of the Companies Act, 2013, and duties of Directors as provided in the Section 166 of the Companies Act, 2013, a copy of which is annexed for ready reference.

5. Status of Appointment

- 5.1. 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 and approved by the Shareholders from time to time.

6. Reimbursement of Expenses

In addition to the remuneration described in paragraph 5, 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.

7. Conflict of Interest

- 7.1. It is accepted and acknowledged that you may have business interests other than those of the Company. As a condition to your appointment commencing, you are required to declare any such directorships, appointments and interests to the Board in writing in the prescribed form, if any, at the time of your appointment.
- 7.2. In the event that your circumstances seem likely to change and might give rise to a conflict of interest or, when applicable, circumstances that might lead the Board to revise its judgement that you are independent, this should be disclosed to the Board.

8. Disclosures, other directorships and business interests

During the Term, you agree to promptly notify the Company of any change in your directorships, and provide such other disclosures and information as may be required under the applicable laws. You also agree that upon becoming aware of any potential conflict of interest with your position as Independent Director of the Company, you shall promptly disclose the same to the Chairman and the Company Secretary. By signing this

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letter, you hereby confirm that as on date of this letter, you have no such conflict-of-interest issues with your existing directorships.

Declaration of Independence:

To satisfy all the criteria of being 'Independent' throughout the tenure on Board of the Company both as per the requirements of the Companies Act, 2013 (as amended from time to time). In this regard, a declaration on an annual basis has to be submitted to the Board of the Company confirming that the requirements of Independence are being met. If at any point of time there is any change in the circumstances which may affect the status of Independent Director, the same has to be brought to the notice of the Board immediately.

9. Termination

- 9.1. 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.
- 9.2. Continuation of your appointment is contingent on your getting re-elected by the shareholders in accordance with provisions of 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 re-elect you at any time.
- 9.3. 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.
- 9.4. If at any stage during the Term, there is a change that may affect your status as an Independent Director as envisaged in Section 149 (6) of the 2013 Act 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.

10. Governing Law

This agreement is governed by and will be interpreted in accordance with Indian law and your engagement shall be subject to the jurisdiction of the Indian courts.

If you are willing to accept these terms of appointment relating to your appointment as an Independent-Non-Executive Director of the Company, kindly confirm your acceptance of these terms by signing and returning to us the enclosed copy of this letter.

Yours sincerely,

For **Svaraj Trading And Agencies Limited**

Name: [●]

Designation: [●]

DIN: [●]

Address: [●]

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AGREE AND ACCEPT

I have read and understood the terms of my appointment as an Independent-Non-Executive Director of the Company and I hereby affirm my acceptance to the same.

Name: [•]

DIN: [•]

Place: [•]

Date: [•]