

DCM SHRIRAM LTD. NEW DELHI

Sub : APPOINTMENT AS INDEPENDENT DIRECTOR

I am pleased to confirm that shareholders of the Company on the recommendation of the Board of Directors and Nomination and Remuneration Committee have appointed you as an **Independent Director**. This Letter sets out the terms of your appointment in accordance with the relevant provisions of the Companies Act, 2013, specifically the provisions given under the "Code of Independent Directors" :

1. Term of Appointment

Your appointment will be for a period of _____ Years. You shall also serve on the respective Committees of Board as decided by the Board of Directors with terms of reference.

Your performance shall be evaluated annually by the Nomination and Remuneration Committee and by the entire Board of Directors.

Your appointment is also subject to the maximum permissible Directorships that one can hold as per the provisions of the Companies Act, 2013 and the Listing Agreement.

2. Expectations of the Board from Independent Director

(i) You shall comply with the Code of Independent Directors as per Schedule IV of Companies Act, 2013, interalia including the following, as prescribed therein:

- a) Guidelines of Professional conduct
- b) Roles and functions
- c) Duties
- d) Conduct of Separate Meetings, etc.

and other applicable provisions of Companies Act, 2013 and Listing Agreement/ other laws as applicable,

(ii) You are expected to attend the regular Board and relevant Committee /other meetings of the Board and the Annual General Meetings. Also you shall devote your sufficient time and attention to your professional and statutory obligations for informed and balanced decision making as required under applicable laws.

(iii) Duties of Directors pursuant to provisions of Section 166 of Companies Act, 2013

1. You shall act in accordance with the Articles of the Company.
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 interests of the Company, its employees, the shareholders, the community and for the protection of environment.
3. You shall exercise your duties with due and reasonable care, skill and diligence and shall exercise independent judgment.
4. You shall not involve 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.
5. You shall not achieve or attempt to achieve any undue gain or advantage either to himself or to your relatives, partners, or associates and if found guilty of making any undue gain, you shall be liable to pay an amount equal to that gain to the Company.

6. You shall not assign your office and any assignment so made shall be void.

(iv) Code of Conduct(s)

You shall abide by the Code of Conduct For Board Members and Senior Management Team and Code of Internal Procedure and Conduct regarding prohibition of Insider Trading as laid down by the Company or any amendment thereof.

3. Insurance

You will be entitled to participate in the Company's Directors' and Officers' Liability insurance scheme for which the premium is paid by the Company and it is intended that the Company will assume and maintain such cover for the full term of your appointment.

4. Liability

You shall be liable in accordance with applicable provisions of Companies Act, 2013, Listing Agreement/other laws as applicable.

5. Remuneration

The Board determines the level of remuneration in the form of sitting fees for each Board/Committee meeting and profit related commissions, subject to applicable laws and Shareholders' approval as required. You shall be paid sitting fees for each Board and Committee Meetings, subject to revisions by Board from time to time, including reimbursement of out of pocket expenses for participation in various Meetings of the Company.

6. Confidentiality

All information acquired during your appointment and terms and conditions of this letter is confidential to the Company and shall not be disclosed except as may be required under the applicable laws.

7. Publication of Letter of Appointment

In line with provisions of clause IV sub clause 6 of Schedule IV, under Companies Act, 2013, the Company will make public the terms and conditions of your appointment and arrange it to be displayed on Company's Website.

You will not be an employee of the Company and this Letter does not constitute a contract of employment.

It is a pleasure having you on the Board. I am confident that your association and expertise shall immensely benefit the Company and the Board.

Kindly acknowledge the duplicate copy of this letter as a token of your acceptance of this appointment.
