

RAJPUTANA BIODIESEL LIMITED
(Formerly known as “Rajputana Biodiesel Private Limited”)

**Registered Office: Jaipuria Mansion, Panch Batti, M.I. Road, Jaipur-
302001, Rajasthan**

Tel No: +91 9509222333
Email: info@rajputanabiodiesel.com

**TERMS & CONDITIONS OF APPOINTMENT
OF INDEPENDENT DIRECTORS**

TERMS & CONDITIONS OF APPOINTMENT OF INDEPENDENT DIRECTORS

The terms and conditions of appointment of the following Independent Directors are subject to the extant provisions of the applicable laws, including the Companies Act, 2013, SEBI (LODR) Regulations, 2015 (as amended from time to time) and Articles of Association of the Company:

Sr. No.	Name of Independent Director	Term	
		From	To
1.	Palaash Gajria	17 th July, 2024	16 th July 2029
2.	Shrey Kastiya	17 th July, 2024	16 th July 2029

1. Appointment

The appointment will be for the period mentioned against their respective names (“Term”) and as approved by the shareholders of the Company. The Company may disengage Independent Director prior to completion of the Terms subject to compliance of relevant provisions of the Companies Act, 2013.

Independent Directors will not be liable to retire by rotation. Re-appointment at the end of the Term shall be based on the recommendation of the Nomination and Remuneration Committee and subject to the approval of Board and the Members. The re-appointment would be based on the outcome of the performance evaluation process and the Independent Director continuing to meet the independence criteria.

2. Role and Duties:

The Company expects its Directors to uphold ethical standard on integrity and probity. The Independent Director shall require to undertake such role, responsibility, duties and functions as prescribed in Schedule IV and such other applicable provisions, if any, of the Companies Act, 2013, SEBI (LODR) Regulations, 2015, other applicable laws and such other duties as may be determined by the Board from time to time.

As a member of the Board you along with the other Directors will be collectively responsible for meeting the objectives of the Board which include:

- Requirements under the Companies Act, 2013,
- Responsibilities of the Board as outlined in the SEBI (LODR) Regulations, 2015,
- Accountability under the Directors’ Responsibility Statement.

3. Board Committee

As advised by the Board, during the tenure of office, the director may be required to serve on one or more of the Committees of the Board. Upon the appointment to any one or more Committees, he will be provided with the appropriate Committee charter which sets out the functions of that Committee.

4. Code of Conduct:

The Independent Directors shall abide by the Code of Ethics applicable on Directors and Senior Management of the Company along with Code of Conduct of Independent Directors as mentioned in Schedule IV of the Companies Act, 2013.

Additionally, Independent Director shall not participate in any business activity which might impede the application of his independent judgment in the best interest of the Company. He is required to sign a confirmation of acceptance of the Code of Conduct for Directors and Senior Management of the Company as adopted by the Board on an annual basis.

5. Remuneration and Fees:

The Independent Directors will be entitled for remuneration by way of sitting fees as may be approved by the Board of Directors from time to time for attending the meeting of Board and Committee's thereof.

The remuneration by way of profit related commission may be paid to directors, subject to approval of Board and as per the provisions of the Companies Act, 2013.

Further, the Company may pay or reimburse to such expenditure that may be incurred by director while performing his role as an Independent Director of the Company. This could include reimbursement of expenditure incurred by him for accommodation, travel and any out of pocket expenses for attending Board/ Committee meetings, General Meetings, meetings with management/shareholders/ creditors/ customers/subsidiaries, site visits, participating in induction and training programmes (organized & approved by the Company for Directors) and/or obtaining professional advice (subject to the expense being reasonable) from independent advisors in the furtherance of his duties as an Independent Director.

6. Time Commitment

Considering the nature of the role of a director, it is difficult for the Company to lay down specific parameters on time commitment. Director agree to devote such time as is prudent and necessary for the proper performance of your role, duties and responsibilities as an Independent Director.

7. Directors and Officers (D & O) Insurance:

The Company will take an appropriate Directors' and Officers' Liability Insurance policy and pay the premiums for the same. It is intended to maintain such insurance cover for the Term of Director's appointment and shall be maintained for all the actions taken by him while discharging his role as independent director even after expiry of his term. A copy of the policy document will be supplied on request.

8. Confidentiality:

The Independent Directors acknowledge that all information acquired during their appointment is confidential and should not be released, communicated, nor disclosed either during their appointment or following termination (by whatever means), to third parties without the prior clearance of the Chairman of the Board. This restriction shall cease to apply to any confidential information which may (other than by reason of your breach) become available to the public generally. Independent director acknowledge the need to hold and retain Company information (in whatever format you may receive it) under appropriately secure conditions.

The Director shall maintain confidentiality of all information acquired during their appointment and should not release, communicate and disclose either during their appointment or following disengagement to third parties without the prior clearance of the Chairman of the Board.

9. Compliance of Insider Regulations:

The Independent director shall abide by both, Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and the Company' Code of Conduct on Prevention of Insider Trading, prohibiting communication or use of unpublished price sensitive information. Being a Director of the Company, he is classified as a designated person of the Company and hence are prohibited from dealing in the Company's securities during the period when the trading window is closed.

The time for commencement of closure of trading window shall be decided by the Company and shall be intimated to you in advance. The trading window shall be opened 48 hours after the information referred to above becomes generally available.

10. Training and Development/Familiarization Program:

The Company may, if required, conduct formal training programs for its Independent Directors. The training programs may include any or all of the following:

- Board roles and responsibilities, whilst seeking to build working relationship among the Board members,
- Company's vision, strategic direction, core values, ethics and corporate governance practices,
- Familiarization with financial matters, management team and business operations, laws and regulations.
- Meetings with stakeholders, visits to business locations and meetings with senior and middle management

The Company may, as may be required, support Directors to continually update their skills and knowledge and improve their familiarity with the Company and its business.

11. Disclosures, other directorships and business interests

It is accepted and acknowledged that Independent Director have business interests other than those of the Company and have declared conflicts, if any that are apparent at present. In the event that he become aware of any potential conflict of interest with his position as Director of the Company, he will promptly disclose the same to the Chairman and the Company Secretary and provide such other disclosures and information as may be required under the applicable laws. Being accepted as position of Independent Director, he is hereby confirm that as on date of his acceptance, he has no such conflict of interests with his existing directorships.

Upon any change in circumstances which may affect your status as an Independent Director, he agree to promptly provide a declaration under Section 149(7) of the Act.

It is expected that he will not serve on the boards of competing companies. Apart from the applicable law and good corporate governance practices, there are no other additional limitations. He need to intimate his change of interest/ concern/directorship to the company promptly.

12. Independent Directors' discussion

Annually and when required, the Independent Directors meet without the presence of Non-Independent Directors and members of the Management. At this meeting, the Independent Directors inter alia evaluate the performance of the Non-Independent Directors and the Board of Directors as a whole, evaluate the performance of the Chairman of the Board and discuss aspects relating to the quality, quantity and timeliness of the flow of information between the Company, the Management and the Board.

13. Changes in personal details

During the Term, director shall promptly intimate the Company Secretary and the Registrar of Companies in the prescribed manner, of any change in address or other contact and personal details provided to the Company.

14. Disengagement

Independent Director may resign as Director of the Company by giving notice in writing to the Company stating the reasons for resignation. The resignation shall take effect from the date on which the notice is received by the Company or the date, if any, specified by you in the notice, whichever is later. The resignation letter shall be disseminated to the public as per applicable listing guidelines.

15. Miscellaneous

The terms of appointment contained in this letter along with your detailed profile shall be disclosed on the website of the Company and the relevant stock exchanges.