

LETTER OF APPOINTMENT / REAPPOINTMENT

Date:

Name:

Din:

Address:

Dear Sir/ Madam

Re: Letter of Appointment/re-appointment as an Independent Director

We are pleased to inform you that the Members of the Company have, at the ___ Annual General Meeting of the Company held on _____ approved your Appointment/ reappointment as an Independent Director of the Company by ordinary/special resolution for the first/second term of five(5)consecutive years from the conclusion of _____Annual General meeting till the conclusion of ___Annual General Meeting to be held in the year ____. This letter of reappointment is being issued in line with the requirements of the Companies Act, 2013.

1. Appointment:

- In accordance with the provisions of the Companies Act, 2013, you will hold office as an Independent Director for the 1st /2nd Term of 5 consecutive years from the date of your appointment/reappointment till the conclusion of the _____ Annual General Meeting of the Company.
- Your appointment/reappointment is subject to the maximum permissible Directorships that an individual can hold as per the provisions of the Companies Act, 2013 and as per SEBI (LODR) Regulations.
- The term Independent Director should be construed as defined under the Companies Act,2013 and as per SEBI (LODR) Regulations 2015.
- The Company has adopted the provisions with respect to appointment/reappointment and tenure of Independent Directors which is consistent with the Companies Act, 2013 and the SEBI (LODR) Regulations. Accordingly, as an Independent Director, you will hold office for not more than two terms of five years each on the Board of the Company.
- You will not be liable to retire by rotation.
- During your tenure as director you are required to give yearly declaration that you meet the criteria of independence every financial year as provided under section 149 of the Companies Act, 2013.
- The Company has Directors' and Officers' Liability Insurance and such cover shall be maintained during your tenure of reappointment.

2. Committee Involvement:

The Board has appointed you as a Chairman/ Member of the Audit Committee, Nomination & Remuneration Committee and Stakeholders Relationship Committee.

You may also be appointed on one or more existing Board Committees or any such Committee that is set up in the future subject to the applicable regulations.

3. Duties and Liabilities:

The duties and liabilities that come with your reappointment would be as per the provisions of Companies Act, 2013 (including Rules there under) and the SEBI (Listing Obligations and Disclosure Requirements), 2015 and other laws as applicable to the Company, the Company's policies, Code of Conduct and the Articles of Association of the Company, as may be amended from time to time.

You will apply the highest standards of confidentiality, and not disclose to any person or company (whether during the course of the tenure as Non-Executive Independent Director or at any time after its cessation), any confidential information concerning the Company and any Group Companies with which you come into contact by virtue of your position as a Director, except as permitted by law or with prior clearance from the Board of Directors.

You will follow the Company's Code of Conduct for Prevention of Insider Trading and the requirements under the Companies Act, 2013 and SEBI Regulations, which inter-alia requires that price-sensitive information is not used or transmitted and maintained securely. You should not make any statements that might risk a breach of these requirements. In case you so desire, the Company would provide support to help you familiarise yourself with the relevant duties and obligations.

4. Evaluation Processes

As you are aware, there is a need to carry out evaluation of performance of the Board as a whole, its committees and individual director on annual basis. Accordingly, your performance evaluation as an Independent Director shall be carried out in accordance with the Company's NRC policy as approved and adopted by Board of Director of the Company. Also as per NRC policy you shall carry out evaluation of the Board (excluding yourself) and also of the Committee, where you are a member.

5. The following is the list of actions, which you shall take into account whilst functioning as a Director of the Company. You will:

- not allow any extraneous considerations that will vitiate your exercise of objective independent judgement in the paramount interest of the Company as a whole, while concurring in or dissenting from the collective judgement of the Board in its decision making;
- not abuse the position to the detriment of the Company or its shareholders or for the purpose of gaining direct or indirect personal advantage or advantage for any associated person;
- refrain from any action that would lead to loss of your independence;

- not unfairly obstruct the functioning of an otherwise proper Board or Committee of the Board.
- not disclose confidential information, including commercial secrets, technologies, advertising and sales promotion plans, unpublished price sensitive information, unless such disclosure is expressly approved by the Board or required by law.

6. Remuneration:

Your annual remuneration will be as under:

- a) Sitting fees for attending each Meeting of the Board and its Committee as may be determined by the Board from time to time; and
- b) Commission that may be determined by the Board based on the performance of the Company and your performance evaluated by the Board of Directors.
- c) You will either be provided with vehicle or entitled to take reimbursement of expenses incurred by you in connection with attending the Board Meetings, Committee Meetings, General Meetings and other meetings in relation to the business of the Company.

7. Training

You will be familiarized with the business and affairs of the Company, its growth plans, the peculiarities of the industry in which it operates, its goals and expectations and long-term plans and objectives from time to time.

8. Publication of the letter of reappointment

In line with provision of sub clause 6 of clause IV of Schedule IV to the Companies Act, 2013, the Company will be making public the terms and conditions of your reappointment and will also be posting the same on the Company's website.

All the terms as mentioned above including your reappointment, professional conduct, role and functions, duties and evaluation shall be governed by the Companies Act, 2013 and Rules made thereunder and Corporate Governance requirements under the SEBI (Listing Obligations and Disclosure Requirements), 2015, as amended from time to time.

This Letter and any non-contractual obligations arising out of or in connection with this Letter are governed by and shall be construed in accordance with the laws of India and subject to the exclusive jurisdiction of the Courts of India.

Discontinuation:

- a. Your Directorship on the Board may cease or terminate in accordance with Laws. Apart from the grounds of termination as mentioned under the Companies Act 2013, your office shall be liable for termination on account of breach/violation of any code of conducts and ethics of the Company and also in accordance with the provisions of the Articles of Association of the Company from time to time in force.
- b. 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.

- c. Upon termination or your resignation for any reason, you will not be entitled to any damages for loss of office.

It is a pleasure to have you on the Board of the Company. We are confident that your association, expertise and advise will immensely benefit the Company and the Board.

If these terms relating to your appointment as an Independent Director of the Company are acceptable to you, kindly confirm your acceptance by signing and returning the duplicate copy of this letter.

Yours sincerely,

For Kesar Terminals & Infrastructure Ltd

S/d

H R Kilachand

ExecutiveChairman

DIN: 00294835