

LETTER OF APPOINTMENT FOR INDEPENDENT DIRECTOR

Date: (•)

Dear Mr. / Ms. (•),

I am pleased to inform you that the Board of Directors of the Company in their meeting held on (•) appointed you as Additional Director and will be designated as Independent Director on the Board of the Company. This letter clarify the terms and conditions governing your appointment which are as follows:

1. Appointment

- 1.1 Your appointment is subject to the maximum permissible directorships that one can hold as per the provisions of the Companies Act, 2013 and Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.
- 1.2 The term Independent Director should be constructed as defined under the Companies Act, 2013.
- 1.3 The Company has adopted provisions with respect to appointment and tenure of appointment of Independent Director which is consistent with the Companies Act, 2013 and Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.
- 1.4 Accordingly, the Independent Director will serve for not more than two terms of five years each on the Board of the Company. The Company is at liberty to disengage Independent Director earlier subject to the relevant provisions of Companies Act, 2013.
- 1.5 You are appointed as Independent Director on the Board of the Company with effect from (•). Your appointment is up to the ensuing Annual General Meeting of the shareholders in accordance with the provisions of the Companies Act, 2013.
- 1.6 The term of Independent Director should be constructed as defined under the Companies Act, 2013 and Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.

2. Committees of the Board

The Board of Directors may invite you for appointment as on or more Board Committees. Your appointment will be subject to the applicable law.

3. Commitment of time

As Independent Director you are expected to bring objectivity and independence of view to the Board Discussion and to provide leadership for Board's strategy, performance and risk management. The meetings are usually held at the Registered Office of the Company. The duration of the meeting is about two to three hours.

In addition to routine Board meetings you should allow your time for committee meetings, preparatory work and travel, and ensure that you are in position to make the necessary over all time commitment.

4. Status of Appointment

You will not be employee of the Company and this letter shall not constitute contract of employment.

5. Role and Duties

Your role and duties will be those normally required of Non-Executive Independent Director under the Companies Act, 2013 and Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015. There are certain duties prescribed for all Directors which are fiduciary in nature and are as under:

1. You shall act in accordance with Company's Articles of Association.
2. You shall act in good faith in order to promote the objects of the Company for benefit of the members as a whole, and in the best interest of the Company.
3. You shall discharge your duties with due and reasonable care, skill and diligence.
4. You shall not involve yourself in a situation in which you may have direct or indirect interest that conflicts or possibly may conflict with interest of the Company.
5. You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.
6. You shall not assign your office as Director and assignment so made shall be void.

6. Remuneration

The Board determines the level of remuneration paid to its non-executive members within the limits laid down by shareholders. The Company will reimburse you for all direct and indirect expenses, accommodation and travelling expenses, reasonably and properly incurred and documented.

7. Committee involvement

Board Committees are formed when it is necessary to facilitate effective decision making. The Board's present standing committees are Audit Committee, Nomination and Remuneration Committee, Stakeholders Relationship Committee, Share Transfer Committee.

This letter refers to your appointment as an Additional Director (Independent Director) of the Company. In the event, you are also asked to serve on one or more committees this will be addressed by separate process setting out any supplemental fees payable and ensuring that you are aware of the Committees terms and the responsibilities involved.

8. Outside interest including Directorships

It is accepted and acknowledged that you may have business interest other than those of the Company. Please contact Company Secretary as soon as possible for disclosure of your interest as shareholder, director, officer or trustee of other companies. The disclosure is tabled at each meeting of directors.

Director is at liberty to accept other Board appointments so long as the appointment is not in conflict with the Company's business and does not materially interfere with their performance as director of the Company. All other appointments must be discussed with the Chairman before being accepted.

9. Shareholding by directors in the Company

When buying and selling equity shares of the Company, directors are expected to strictly observe the provisions of the Company's Articles of Association and all relevant legislative and regulatory procedure including in particular, stock exchange's listing requirements.

10. Access to Independent Professional Advise

All directors are entitled to obtain independent professional advise relating to the affairs of the Company or to their responsibilities as directors. If, in your own case, you consider such advise necessary, you should first discuss it with the Chairman. Subject to prior approval of the Chairman, the cost of advise will be reimbursed to the Company. However, you should ensure that such cost is reasonable.

11. Disclosure of interest

The Company is required to include in its Annual Accounts a note of any material interest that Director may have in any transaction or arrangement that Company has entered into. Such interest should be disclosed not later than when the transaction or arrangement comes up for discussion at the Board Meeting so that the minutes may record your interest appropriately and our records are updated. A general notice that you are interested in any contract with particular person, firm or Company is acceptable.

12. Termination

You may resign from your position at any time and should you wish to do so you are requested to serve reasonable notice on the Board.

Continuation of your appointment is contingent on your getting re-elected by 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.

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.

13. Confidentiality

All information acquired during your appointment is confidential to the Company and should not be discussed either during your appointment or thereafter to third parties except when permitted and required by law and with prior approval of the Chairman.

14. 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 as Additional Director (Independent Director) of the Company, kindly confirm acceptance of these terms by signing and returning to us enclosed copy of this letter.

Yours sincerely,
FOR RAJKUMAR FORGE LIMITED

WHOLE TIME DIRECTOR

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

Signed _____

Dated _____