

Date: [●]

To,

<Name of the Director>

<Address>

Sub: Appointment Letter as a Non-Executive Independent Director of Pranav Constructions Limited (Company).

Dear Sir / Ma'am,

We are pleased to inform you that the Members of the Company have approved your appointment as a Non-Executive Independent Director on the Board of Directors of the Company with effect from [●] for a period of five (5) consecutive years.

This letter of appointment sets out the terms and conditions covering your appointment. Kindly confirm your agreement to the above by signing and returning the enclosed duplicate of this letter.

1. You have been appointed as a Non-Executive Independent Director on the Board of Directors of the Company (**Board**) with effect from [●] for a period of five (5) consecutive years. Your appointment shall be governed by the applicable provisions of the Companies Act, 2013 and Securities and Exchange Board of India (Listing Obligation and Disclosure Requirements) Regulations, 2015 (**SEBI Listing Regulations**). The term "Independent Director" should be construed as defined under the Companies Act, 2013 and the SEBI Listing Regulations.
2. The Board may, if it deems fit, invite you for being appointed on one or more existing Board Committees or any such other committees of the Company that is set-up in future (collectively, **Committees**), either as chairman or member of such committee(s). The role of these Committees shall be determined by the Board from time to time. Your appointment in such Committees shall be subject to the applicable laws and regulations.
3. Your role, duties and responsibilities shall be those normally required of a Non-Executive Independent Director under the Companies Act, 2013, the SEBI Listing Regulations, charter documents of the Company and under any other applicable laws. There are certain duties prescribed for all Directors, both Executive and Non-Executive, which are fiduciary in nature and *inter alia* are as under:
 - (a). You shall act in accordance with the Articles of Association of the Company;
 - (b). 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.
 - (c). You shall discharge your duties with due and reasonable care, skill and diligence.
 - (d). 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 interests of the Company.

- (e). You shall not achieve or attempt to achieve any undue gain or advantage from the Company either to yourself or to your relatives, partners, or associates.
 - (f). You shall not assign your office as Director and any assignments so made shall be void. There are certain roles, functions, duties prescribed for all Independent Directors, which are listed in the 'Code for Independent Directors' as outlined in Schedule IV to the Companies Act, 2013. You shall abide by the said 'Code of Conduct for Independent Directors' as amended from time to time to the extent relevant and applicable to your role. Additionally, you shall also abide by the 'Code of Conduct of Board of Directors and Senior Management Personnel' adopted by the Company; and
 - (g). You will also be responsible for providing guidance in the area of your expertise. Further, Independent Directors have the same general legal responsibilities to the Company as that of any other director. The Board, as a whole, is collectively responsible for ensuring the success of the Company by directing and supervising the Company's affairs.
- 4. As a Non-Executive Director Independent Director you are expected to bring objectivity and independence to the Board's discussions and help in providing 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. You will be expected to attend the Board Meetings, the Board Committees Meetings in which you are nominated as member and / or chairman, the Annual General Meetings and the Extra-Ordinary General Meetings and to devote sufficient time, as required for you to discharge your duties effectively. By accepting this appointment, you confirm that you are in a position to allocate sufficient time to meet the expectations of your role to the satisfaction of the Board.
 - 5. You will not be an employee of the Company and this letter shall not constitute a contract of employment. You will be paid remuneration by way of sitting fees and reimbursement of expenses for participation in / attending the Board and Committee meetings as may be decided by the Board and approved from time to time. Such payments shall be subject to the provisions of Companies Act, 2013 and any amendments / subsequent legislation applicable to such appointments.
 - 6. Your performance as a Non-Executive Independent Director will be reviewed on an annual basis as per the provisions of Companies Act, 2013 and the SEBI Listing Regulations.
 - 7. Do note that the directors of the Company, being designated officers, shall deal in securities of the Company only in accordance with the provisions of the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, as amended from time to time, and the "Code on Prohibition of Insider Trading" adopted by the Company.
 - 8. During your term as an Independent Director of the Company, you may promptly notify the Company any changes in your directorships and submit such disclosures, information and details as may be required under applicable law. During your tenure, you agree to provide a "Declaration of Independence" as per the provisions of the Companies Act, 2013 and the SEBI

Listing Regulations upon any change in circumstances which may affect your status as an “Independent Director” of the Company.

9. All non-public information obtained by you during your tenure is confidential to the Company and should not be released, either during your appointment or following cessation (by whatever means) to third parties without prior clearance from the Board, or as required by applicable law.

Your Sincerely,

For and behalf of **Pranav Constructions Limited**

Pranav Kiran Ashar
Managing Director

Accepted and Acknowledged by

Name:

Date:

Place: