

TERMS AND CONDITIONS

Appointment of Independent Directors

The terms of your appointment as set out below, are subject to the extant provisions of the:

- (i) Applicable laws including the Companies Act 2013 (as amended from time to time); and
- (ii) Articles of Association of the Company ("AOA").

1. Appointment

Your appointment will be effective for a period of five years, unless terminated earlier as per the provisions of this letter or applicable laws ("Term").

As an Independent Director, you will not be liable to retire by rotation.

2. Role, duties and responsibilities

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

- i. Requirements under the Companies Act. 2013.
- ii. Accountability under the Directors Responsibility Statement.
- iii. Overseeing the Company's activities
- iv. Independent Directors as outlined in Schedule IV to Section 149(8) of the 2013 Act and duties of directors as provided in the 2013 Act (including Section 166), and other applicable laws from time to time.

3. Time Commitment

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

4. Remuneration

Further, the company may pay or reimburse to you such fair and reasonable expenditure, not exceeding Rs. 1,00,000/- for each Board Meeting attended, as may have been incurred by you while performing your role as an Independent director of the Company. This could include reimbursement of expenditure incurred by you for attending Board/ Committee meetings, Annual General Meetings, Extra-Ordinary General Meetings, Court convened meetings, Meetings with Shareholders, Creditors, Management, Site Visits, induction and training (Organized by Company for Directors) and in obtaining, subject to prior consultation with the Board, Professional advice from independent advisers, in the furtherance of your duties as an Independent Director.

5. Company's Code of Conduct

As an Independent Director of the Company, you agree to comply with the Company's Code of Conduct.

For RADIANCE REALTY DEVELOPERS INDIA LTD.

Unless specifically authorised by the Company, you shall not disclose company and business information to public constituencies such as the media, the financial community, employees, shareholders, agents, franchisees, dealers, distributors and importers.

Your obligation of confidentiality shall survive termination or cessation of your directorship with the Company.

In addition to the above, you shall not participate in any business activity which might impede the application of your independent judgment in the best interest of the Company.

6. Termination

Your directorship on the Board of the Company shall terminate or cease in accordance with law. Apart from the grounds of termination as specified in the Companies Act 2013, your directorship may be terminated for violation of any provision of the Company's Code of Conduct.

You may resign from the directorship of the Company by giving a notice in writing to the Company stating the reasons for resignation and also to Registrar of Companies (ROC). 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.

If at any stage during the term, there is a change that may affect your status as an Independent Director as envisaged in Section 149(6) of the 2013 Act, you agree to promptly submit your resignation to the Company with effect from the date of such change.

7. Miscellaneous

This letter represents the entire understanding and constitutes the whole agreement in relation to your appointment. No waiver or modification of this letter shall be valid unless made in writing and signed by you and the company.

8. Acceptance of appointment

We are confident that the Board and the company will benefit immensely from your rich experience and we are happy to see you continue working as an integral part of the growth of our Company.

Yours Faithfully,

For RADIANCE REALTY DEVELOPERS INDIA LIMITED


VARUN MANIAN
MANAGING DIRECTOR
DIN: 00091388

