SRG FINGROW FINANCE LIMITED
Regd. Office: 322, SM Lodha Complex, near Shastri Circle, Udaipur (Rajasthan) 313001
CIN NO: L67120RJ1995PLC009631 Tel: +91-294-2561882 Fax: +91-294-5100098
Website: www.srgfin.com, Email-id: srgfingrow@gmail.com

Date:
Director's Name
Director's Address

Dear Sir,

Subject: Appointment as an Independent Director of SRG Fingrow Finance Limited

We are pleased to inform you that the board of directors of the Company appointed you as an _____of the Company at the board meeting held on _____subject to approval of the shareholders at the next General Meeting of the Company for a term of _____with effect from _____till _____.

Your terms of appointment is as below :-

1. **Tenure and Terms of Appointment:**

1.1 Your Appointment as Independent Director of the Company subject to approval of shareholders at the _____General Meeting of the Company for a period of _____consecutive years from _____ upto _____, unless otherwise terminated or determined earlier due to resignation or retirement or for any other reason at the discretion of either party, subject to intimation in writing. As an Independent Director you will not be liable to retire by rotation.

1.2 Re-appointment, if any, at the end of the term shall be based on the recommendation of the Nomination and Remuneration Committee and subject to approval of the Board and the shareholders. Your appointment will be considered by the Board of Directors based on the outcome of the performance evaluation process and you continuing to meet the independence criteria.

1.2 Your appointment is subject to your continued adherence to the criteria prescribed for Independent Directors under the Companies Act, 2013 ("said Act"), as amended from time to time. You shall endeavor to adhere to the said criteria at all times and provide a declaration confirming the same. In case, you are not likely to be in adherence to such criteria, you shall forthwith inform the Chairman of the Board of Directors of the Company.

1.3 Your appointment is also subject to the maximum permissible directorships that one can hold as per the provisions of the Companies Act, 2013 and as per the SEBI Regulations.

1.4 During your term of appointment, you will not be appointed in or associated with the Company in any other capacity, either directly or indirectly.

2. **Role and Duties**

Professional conduct

As an Independent Director, you shall;

a) Uphold ethical standards of integrity and probity;

b) Act objectively and constructively while exercising your duties;

c) Exercise responsibilities in a bona fide manner and in the interest of the Company;

d) Devote sufficient time and attention to your obligations for informed and balanced decision making;

e) Not allow any extraneous considerations that will vitiate your exercise of objective independent judgment in the paramount interest of the Company while concurring in or dissenting from collective judgment of the Board in its decision making;

f) Not abuse your position to the detriment of the Company or its shareholders or for the purpose of gaining direct or indirect personal advantage or for any associated person;

g) Refrain from any action that would lead to loss of your independence and inform the Board immediately of circumstances which make you lose your independence as a director;

h) Assist the Company in implementing the best corporate governance practices.

Fiduciary duties

As an independent director on the board of the Company you shall:

a) Help in bringing independent judgment to the Board's deliberations especially on issues of strategy, performance, risk management, resources, key appointments and standards of conduct and always act in the best interest of the Company and its various stakeholders;

b) Undertake appropriate induction and regularly update skills and knowledge, keep yourself well informed about the Company and the industry environment and seek appropriate clarifications, where necessary;

c) Raise concerns, if any in connection with the functioning of the Company, and ensure these are addressed by the Board;

d) Not unfairly obstruct the functioning of the Board or Committee meetings;

e) Pay sufficient attention and ensure that adequate deliberations are held and considered carefully in the best interest of the Company, before approving Board and Committee matters;

f) Bring an objective view in the evaluation of the performance of Board and management;

g) Satisfy yourself on the integrity of financial information and that financial controls and the systems of risk management are robust and defensible;

h) Moderate and arbitrate in the interest of the Company as a whole, in situations of conflict between management and shareholder's interest.

Duties towards the Company

As an Independent Director you have the same responsibilities to the Company as any other Director and as such as you shall:

I. You should act in accordance with the Company's Articles of Association.

II. You should 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 interest of the Company, employees, shareholders, community & for the protection of the environment.

III. You should discharge your duties with due and reasonable care, skill and diligence.

IV. You should not involve in a situation in which you may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the company.

V. You should not achieve or attempt to achieve any undue gain or advantage either to yourself or to relatives, partners or associates and if you found guilty of making any undue gain, you shall be liable to pay an amount equal to that gain to the company.

VI. You should not assign your office as Director and any assignments so made shall be void.

VII. Hold a separate meeting with other independent directors, atleast once a year to perform duties as mentioned in Schedule IV of the Companies Act, 2013.

3. Status of Appointment

The Independent Director is not be the employee of the Company and this letter shall not constitute a contract of employment. Further your appointment will also be regulated with the deed of covenants entered between you and the Company as per the RBI Directions.

4. **Board Committees**

The Board may, if it deems fit, nominate you to be a member or chairperson of the committee of Directors in terms of app licable Law.

Upon your appointment as aforesaid, you shall endeavor to exercise requisite diligence while discharging your fiduciary duties.

5. Time Commitment

By accepting this appointment, you should strive to attend all meetings of the Board of Directors and the Committees of which you are a member as well as the general meetings of the Company and provide sufficient time to meet the expectations from the position of an Independent Director;

6. Remuneration

You will be entitled to a sitting fee for attending Board and Committee meetings of the Company as may be decided, as per the provisions of Section 197 of the Act 2013 and the AoA, as fixed by the board from time to time;

The sitting fees presently paid to the Non-Executive Independent Director for Board Meeting is Rs. 5,000 Rs.1,000 for each Audit Committee and Nomination and Remuneration Committee meetings subject to applicable taxes. In addition to this sitting fees, the Company will reimburse you for travel, hotel and other incidental expenses incurred by you in the performance of your role and duties, for the period of your appointment.

Non-Executive Independent Directors may receive a profit linked Commission as may be approved by the Board of Directors of the Company from time to time, subject to the approval of the members of the Company.

7. Conflict of Interest

It is accepted and acknowledged that the Independent Director may have other business interests. As a condition to your appointment commencing, you are required to declare any such directorships, appointments and interests to the Board in writing in the prescribed form at the time of their appointment and first board meeting of every financial year or whenever there is any change in such disclosures already made.

8. Confidentiality

All information acquired during the tenure of appointment is confidential to SRGFFL and should not be released, either during the appointment or following termination (by whatever means) to third parties unless required by law or by the rules of any stock exchange or regulatory body. On reasonable request, you shall surrender any documents and other materials made available to you by SRGFFL.

9. Code of Conduct

The Director shall perform their role and duties for the Company in accordance with the Code of Conduct for Directors and Senior Management of the Company and other applicable codes prescribed the Companies Act, 2013 and other applicable provisions and sections of Companies Act, 2013 and Listing Agreement.

10. Liability

Being an Non-Executive Independent director you shall be held liable, only in respect of such acts of omission or commission by a company which had occurred with your knowledge, attributable through Board processes, and with your consent or connivance or where you had not acted diligently with respect of the provisions contained in the Listing Agreement and Companies Act.

Note:

The provisions of the Companies Act, 2013 and rules thereto, Listing Agreement, SEBI Regulations and RBI Directions (including any amendment thereto from time to time) or any other law, rules, regulations to the extent applicable, shall be apply on your appointment.

Thanking You,

Yours Sincerely,

For SRG Fingrow Finance Limited

Vinod K. Jain
Managing Director
DIN: 00248843

I agree to the terms and conditions of my appointment as an Independent Director

Director name
Independent Director
DIN: