

**FORM OF LETTER OF APPOINTMENT OF INDEPENDENT
DIRECTORS**

[On the letter head of N R International Limited]

Date:

To

Name of Independent Director

Address.

APPOINTMENT LETTER

We are pleased to inform you that the Board of Directors of N. R. International Limited at its Meeting held on have approved your appointment as an Additional Non- Executive Director under the category of Independent Director of the Company with immediate effect under Section 149(6) of the Companies Act, 2013 & Clause 49 of the Listing Agreement.

Term of Appointment:

Your appointment as an Independent Director is subject to the approval of the shareholders of the Company under the provisions of the Companies Act, 2013 (the 'Act'), for a term of upto 31st March, 2019.

Remuneration:

You will not be entitled to receive remuneration by way of Sitting Fees for attending the Meeting of the Board & its Committees as per the decision of the Board of Directors from time to time

However, you are entitled to receive the reimbursement of the expenses incurred by you for attending the Meeting of the Board and/or Committees.

Other Terms & Conditions :

The Independent Director shall abide by the "Code for Independent Directors as outlined in the Schedule IV to Section 149(8) of the Companies Act, 2013 and duties of Directors as provided in the Companies Act, 2013 (including Section 166 and in Clause 49 of the Listing Agreement as stated below;-.

Role and Duties:

Your role and duties will be those normally required of a Non-Executive Independent Director under the Companies Act, 2013 and the listing agreement. There are certain duties prescribed by the 'Act' for all Directors, both Executive and Non-Executive, which are fiduciary in nature and are as under:

- i. You shall act in accordance with the Company's Articles of Association.
- ii. 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 interest of the Company.
- iii. You shall discharge your duties with due and reasonable care, skill and diligence.
- iv. 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 interest of the Company.
- v. You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.
- vi. You shall not assign your office as Director and any assignments so made shall be void.

Committees:

The Board of Directors may if it deems fit, invite you for being appointed on one or more existing Committees.

Evaluation:

The Company will carry out an evaluation of the performance of the Board as a whole, Board Committees & Directors on an annual basis.

Directors and Officers Insurance:

The Company presently does not have a Director and Officer Insurance. In case the above cover is taken the same will be informed to you.

Time Commitment:

As a Non- Executive Director you are expected to bring objectivity & independence of view to the Board discussion.

Confidentiality:

All information acquired during your appointment is confidential to the Company and should not to be released to third party.

We are confident that the Board & the Company will benefit immensely from your rich experience.

We thank you for your continued support & commitment to the Company.

Thanking You,

For N. R. International Limited

Managing Director

AGREE AND ACCEPT

I have read and understood the terms of my appointment as an Independent Director of the Company and I hereby affirm my acceptance to the same.

Name of Independent Director

Signature :

Place:

Date: