

Date: _____

To

Address: _____

Subject - Appointment Letter

Dear Sir/Madam,

We, are pleased to inform you that you are appointed as a Non-Executive Independent Director on the Board of Directors of the Company with effect from _____ in terms of the approval of your appointment by the Board of Directors and subsequent approval of the shareholders obtained at the _____ Meeting held on _____ as per the provisions of Sections 149, 150 and 152 read with Schedule IV of the Companies Act, 2013. This letter of appointment sets out the terms and conditions covering your appointment which are as follows:

1. TERMS OF APPOINTMENT:

- 1.1 As per the provisions of sub-section (10) of Section 149 of the Companies Act, 2013 (the Act), the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 ('Listing Regulations'), Master Direction Non-Banking Financial Company – Housing Finance Company (Reserve Bank) Directions, 2021 ('RBI HFC Directions') and in accordance with the resolution passed by the Shareholders at the _____ Meeting held on _____, your appointment as Independent Director of the Company commences from _____ and will continue for a period of three consecutive years (hereinafter "Term").
- 1.2 Your appointment is subject to the maximum permissible Directorships that one can hold as per the provisions of Section 165 of the Companies Act, 2013 and the Clause 49 of the Listing Agreement.
- 1.3 Your appointment shall not be subject to rotation as per the provisions of sub-section (6) of Section 152 of the Act.
- 1.4 Your appointment as an Independent Director of the Company is based, inter alia, on the declaration by you that you comply with the conditions of independence as listed in Section 149(6) of the Act, Listing Regulations and declaration that you fulfil the Fit and Proper criteria pursuant to the provisions of RBI HFC Directions, read with relevant rules and if there is any change in circumstances affecting your independence, you are requested to immediately let the Board of Directors know of the same, in terms of Section 149 (7) of the Act.
- 1.5 This is a contract for services and is not a contract of employment. 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.

2. DISCLOSURE OF INTEREST

The Company must include in its Annual Accounts a note of any material interest that a Director may have in any transaction or arrangement that the Company has entered into. Such interest should be disclosed no later than when the transaction or arrangement comes up at a 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 contracts with a particular person, firm or company is acceptable.

3. DUTIES

- 3.1 The Code of Conduct for Board of Directors and Senior Management Personnel of the Company (prepared in accordance with Schedule IV of the Act), as set out at **Annexure I** hereof, states broadly the functions and duties expected to be discharged during your association with the Company as an independent director. Functions and duties listed out at **Annexure I** are inclusive and not exhaustive in nature and therefore should be allowed widest meaning and purport for the circumstances covered thereunder.
- 3.2 Committees - The Board shall look forward to your active participation in the Board and Committee Meetings and facilitate to bring independent judgment to the Board.

4. REMUNERATION

- 4.1 You will be paid such remuneration by way of sitting fees for attending the meetings of the Board and its Committees as may be decided by the Board. The payment of sitting fees will be within the limits mandated under the Companies Act, 2013 and Rules made thereunder (as amended from time to time). Expenses incurred by you for the purpose of attending any meeting of the Board, or for participating through video conferencing, in accordance with norms set by the Board from time to time, will be reimbursed separately.
- 4.2 At present the Company does not remunerate any independent director by way of payment of commission. However, in future, should the Company alter the said policy, you will be entitled to a commission in accordance with the said revised policy, subject to recommendation by the Board of Directors and approval thereof by the shareholders of the Company. For the Term of this appointment or any extension thereof, the sitting fees and commission, if any, payable to you, will be reviewed annually by the Board.

5. CESSATION

- 5.1 You may resign from your position at any time and should you wish to do so, you are requested to serve a reasonable written notice to the Board.
- 5.2 Continuation of your appointment shall be subject to the Remuneration Policy of the Company in force from time to time and is contingent on your getting re-elected by the shareholders in accordance with provisions of Companies Act, 2013 and the Articles of Association of the Company in force. You will not be entitled to compensation if the shareholders do not re-elect you at any time.

C. Your directorship on the Board of the Company shall terminate or cease in accordance with the provisions of the Companies Act, 2013, and the Articles of Association of the Company. Without prejudice to the generality of the foregoing, your directorship on the Board of the Company would terminate if:

- i. your performance is found to be unsatisfactory.
- ii. you fail to make substantive contributions in your capacity as a member of the Board of the Company;
- iii. your professional integrity is compromised or seen to be comprised;
- iv. your conduct is unbecoming of a director of the Company;
- v. you fail to meet the legal requirements applicable to an independent director of the Company, including with respect to who constitutes an 'independent director'

6. CONFIDENTIALITY AND CONFLICT OF INTEREST:

You are expected to adhere to the highest standards of confidentiality and to promptly disclose any potential conflicts of interest that may arise during your tenure.

7. GENERAL

7.1 Fiduciary duties and accompanying liabilities – The Company expects that you will perform your general fiduciary duties and exercise such skill and care as is expected of every Director. We would like to mention that, without express authorization of the Board, you shall not commit the Company in any manner, including by way of making any statements on the Company's behalf or concerning the Company to the media, financial institutions or anyone associated with the stock market or investor community. Any views expressed by you without such express authorization by the Board shall be your personal views and the Company shall be entitled to issue a clarification to that effect and take other protective measures as the situation would warrant.

You will be held liable, only in respect of such acts of omission or commission by a company which have occurred with your knowledge, attributable through Board processes, and with your consent (express or tacit) or where you have not acted diligently.

7.2 Directors and Officers (D and O) Insurance - You are entitled to the D & O Insurance cover as per the Grihum Housing Finance Limited Directors' and Officers' liability insurance. The present cover taken by the group insures against risks as mentioned in **Annexure II**.

7.3 The Code of Business Ethics that the Company encourages its directors and employees to follow is enclosed as **Annexure III**.

7.4 The Company expects that as a Director you shall not undertake such acts or deeds which would amount to breach of your duties towards the Company including but not limited to the following:

- 7.4.1** Any action that involves any violation of applicable law;
- 7.4.2** Any action that involves any breach, in letter and spirit, of the Company's Code of Business Ethics;

7.4.3 Any action that either involves the directors' personal interest except as disclosed as per applicable law, or unduly compromises or conflicts with the interest of the company.

7.5 We confirm that: -

- a) you will be allowed full access to all information in or about the Company and its affairs which is available to the executive directors;
- b) the senior management and the Board of Directors shall facilitate you to perform your role effectively as a Board member;
- c) agenda for Board meetings and all relevant papers which require study before Board meetings will be provided to you in good time (save in exceptional circumstances) to allow you to consider them in advance of meetings (and likewise for the proceedings of committees).

Yours sincerely,

For and on behalf of Grihum Housing Finance Limited,
(Formerly, Poonawalla Housing Finance Limited)

Managing Director

(DIN: _____)

I agree to the terms and conditions set out above regarding my appointment as Independent Director of Grihum Housing Finance Limited

Independent Director

(DIN: _____)

Date: