

**LETTER OF APPOINTMENT**

Date:- 29.09.2018

Ms Jyoti Choudhary

DIN: 07927458

Address: Plot No.08, Flat No.-G-1,

D.P. Colony, New Sanganer Road, Jaipur

**Sub: Appointment as an Independent Director of Debock Sales & Marketing Limited**

On Behalf of the Company, I am Pleased to inform you that upon receiving notice from a member and recommendation by Nomination and Remuneration Committee and Board of Directors of the Company, the shareholders of the Company have approved your appointment at the 10<sup>th</sup> Annual general Meeting of the Company held on 29<sup>th</sup> September, 2018 as an Independent Director on the Board of the Company. This letter sets out the terms of your appointment.

**Appointment:**

1. In accordance with the provisions of the Companies Act, 2013 and other applicable laws, you will serve as an Independent Director on the Board for a period of 5 Consecutive Years commencing from Conclusion of this Annual general Meeting till September, 29, 2023.
2. In Compliance with the provisions of Section 143(13) of the Companies Act, 2013 and the relevant rules made there under, your directorship is not subject to retirement by rotation.

**Committees**

3. The Board of Directors (the Board) may, if it deems fit, invite you for being appointed on one or more existing Board Committees or any such Committee that is set up in the future and appointment on such Committee(s) will be subject to the applicable regulations.

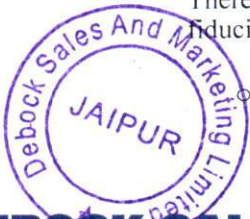
**Time Commitment**

4. As a Non-Executive Director Independent Director, you are expected to bring objectivity and independence of view to the Board's discussions and to help provide 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 Board, Board Committees to which you may be appointed and Shareholders meetings and to devote such time to your duties, as appropriate for you to discharge your duties effectively. Ordinarily, all meetings are held in Jaipur.

**Role and Duties**

5. Your role and duties will be those normally required of a Non- Executive Independent Director under the Companies Act, 2013 read with Rules there under and SEBI (LODR) Regulations, 2015. There are certain duties prescribed for all Directors, both Executive and Non-Executive, which are fiduciary in nature and are as under:

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.





- You shall discharge your duties with due and reasonable care, skill and diligence.
- You shall not achieve or attempt to achieve any undue gain or advantage either to his/her self or to their relatives, partners or associates.
- You shall not assign his/her office as Director and any assignments so made shall be void.

**Status of Appointment**

6. You will not be an employee of the Company and this letter shall not constitute a contract of employment. You shall be paid such remuneration by way of setting fees for meetings of the Board and its Committees as may be decided by the Board and approved by the Shareholders from time to time.

**Conflict of Interest**

7. It is accepted and acknowledged that you may have business interests other than those of the Company. 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 your appointment.
8. In the event that your circumstances seem likely to change and might give rise to a conflict of interest or, when applicable, circumstances that might lead the Board to revise its judgment that you are independent, this should be disclosed to both the Chairman and the Secretary.

**Confidentiality**

9. All information acquired during your appointment is confidential to Company and should not be released, either during your appointment or following termination (by whatever means) to third parties without prior clearance from the Chairman 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 Company.
10. Your attention is also drawn to the requirements under the applicable regulations and the Company's Code of Conduct which concern the disclosure of price sensitive information and dealing in the securities of Debock Sales & Marketing Limited. Consequently, You should avoid making any statements or performing any transactions that might risk a breach of these requirements without prior clearance from the Chairman or the Secretary.

**Disclosure of Interest**

11. 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.

**Termination**

12. You may resign from your position at any time and should wish to do so, you are requested to serve a reasonable written notice on the Board.

13. Continuation of your appointment 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



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Company, from time to time in force. You will not be entitled to compensation if the shareholders do not re-elect you at any time.

14. Independent Directors appointment may also be terminated in accordance with the provisions of the Articles of Association of the Company from time to time in force.

**Governing Law**

15. This agreement is governed by and will be interpreted in accordance with Indian law and Independent Directors engagement shall be subject to the jurisdiction of the Indian courts.  
16. Please confirm your acceptance to the above by signing and returning the enclosed duplicate of this letter.

Thanking you,

Yours faithfully,

**For Debock sales & marketing Limited**

  
**Mukesh Manveer Singh**  
Chairman & Managing Director  
DIN:01765408



I have read and agreed and accepted the above terms and conditions regarding my appointment as an Independent Director of Debock Sales & marketing Limited.

  
Signature  
Ms. Jyoti Choudhary  
DIN: 07927458

Date: 29.09.2018

Place: Jaipur