



Godavari Biorefineries Ltd

Independent Directors' Letter of Appointment

27th September, 2019

Mr. Hemant Luthra
D-10, Sea Face Park, 50,
Bhulabhai Desai Road,
Mumbai 400026

Dear Mr. Hemant Luthra,

Sub: Appointment as an Additional Non-Executive Independent Director of Godavari Biorefineries Limited ("the Company")

On behalf of Company, I wish to inform you that the Board of Directors of the Company at their Meeting held on 27th September, 2019 have passed the Resolution for your Appointment as an Additional, Non-Executive Independent Director of the Company pursuant to the provisions stated under the Companies Act, 2013 (Act) and rules made thereunder.

As per the requirements of the Act, the above is being formalized through this letter of appointment.

The terms of the Appointment, which in any event shall be subject to Companies Act, 2013, Rules made thereunder and the Articles of Association of the Company are set out below, as stipulated in Schedule IV to the said Act.

I. Appointment

Your appointment as an Additional Non-Executive Independent Director on the Board of Directors (Board) of the Company shall take effect from 27th September, 2019, unless terminated earlier or extended, as per the provisions of this letter or applicable laws. Your appointment is also subject to the maximum permissible Directorships that one can hold as per the provisions of the Companies Act, 2013 and the SEBI (Listing obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time ("Listing Regulations").

The term Independent Director should be construed as defined under the Companies Act, 2013 and the Listing Regulations. As an Independent Director, you will not be liable to retire by rotation.

The Company has adopted the provisions with respect to appointment and tenure of Independent Directors which is consistent with the Companies Act, 2013 and the Listing Regulations. The Company is at liberty to disengage Non Executive Independent Director earlier subject to compliance of relevant provisions of Companies Act, 2013.

Regd. Office : Somaiya Bhavan, 45/47, Mahatma Gandhi Road, Fort, Mumbai - 400 001 INDIA.
Tel : (91-22) 2204 8272 / 6170 2100 Fax : (91-22) 2204 7297 www.somaiya.com

CIN : U67129MH1956PLC009787



You may be invited by the Board of Directors for being appointed on one or more existing Board Committees or any such Committee that is set up in the future. Your appointment on such Committee(s) will be subject to the applicable regulations.

At present the Company is having 4 (Four) Board committees namely Audit Committee, Nomination and Remuneration Committee, Stakeholders Relationship Committee, CSR Committee.

3. Time Commitment

As an Independent Non-executive 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. The Board meets at least four times in a year. The Audit Committee also meets at least four times in a year. Besides, there are other Committee meetings like Nomination and Remuneration Committee and Corporate Social Responsibility Committee meetings which are convened as and when required. 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 Mumbai.

By accepting this appointment, you confirm that you are able to allocate sufficient time to meet the expectations from your role to the satisfaction of the Board.

4. Role, Duties and Responsibilities

The duties and responsibilities that come with your appointment will be those normally required of an Independent Non-executive Director under the Companies Act, 2013. There are certain duties prescribed for all Directors, both Executive and Non-Executive, which are fiduciary in nature and the same are specified under Section 166 of the Act. You may be appointed as a Chairman of Board or any Committees of Board. In addition to the above requirements, you are also required to discharge the duties, roles and functions as applicable to Independent Non-executive Director as stated under the Act, as in force and as may be amended from time to time.

5. Fees / Remuneration

You will be paid such remuneration by way of sitting fees for attending the meetings of the Board and the Committees as may be decided by the Board from time to time, subject to approval of the shareholders, if required. Further, the Company may pay or reimburse to you such fair and reasonable expenditure, as may have been incurred by you while performing your role as an Independent Director of the Company.

6. Conflict of Interest

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

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declare any such directorships, appointments and interests to the Board in writing in the prescribed form at the time of your appointment.

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 Board of Directors and the Company Secretary.

7. Code of Conduct / Excluded Actions

During the Appointment, you will comply with any relevant regulations as may be issued by the Government of India and such other authorized bodies as set up by the Government on its behalf and any other requirements as the Board of Directors may from time to time specify.

You will apply the highest standards of confidentiality and not disclose to any person or company (whether during the course of the tenure as Independent Non-executive Director or at any time after its cessation) any confidential information concerning the Company including any subsidiary or associate thereof with which you come into contact by virtue of your position as a Director, except as permitted by law or with prior clearance from the Chairman of the Board.

8. Evaluation Process

The performance of Independent Non-executive Director and the whole Board and its Committees shall be evaluated by the Nomination & Remuneration Committee annually without your participation. If, in the interim, there are any matters arising in connection with your role as a Independent Non-executive Director which cause you concern, you may discuss with us as soon as appropriate.

9. Other directorships and business interests

During the Term, you agree to promptly notify the Company of any change in your Directorships and provide such other disclosures and information as may be required under the applicable laws. You also agree that upon becoming aware of any potential conflict of interest with your position as Independent Non-executive Director of the Company, you shall promptly disclose the same to the Company. Please confirm that as on date of this letter, you have no such conflict of interest issues with your existing Directorships, if any.

During your Term, you agree to promptly provide a declaration under Section 149 of the Act, upon any change in circumstances, which may affect your status as an Independent Non-executive Director.

10. Termination

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 on the Board. In terms of provisions of the Companies Act, 2013, you may file a copy of your resignation letter with Registrar of Companies, Mumbai, if desired by you. 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 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.

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

11. Publication of the letter of appointment

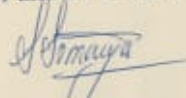
In line with the provisions, under Companies Act, 2013, if required, the Company may make public the terms and conditions of your appointment and will also arrange for it to be displayed on Company's website. The same shall be open for inspection at the registered office of the company by any member during normal business hours.

This document 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. This letter constitutes neither a contract for services nor a service contract.

Please confirm your agreement to the above by signing and returning to me the enclosed duplicate of this letter.

Yours sincerely

For and on behalf of **Godavari Biorefineries Limited**



Samir Shantilal Somaiya
Chairman and Managing Director
DIN: 00295458

AGREE AND ACCEPT

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



Name: Hemant Luthra
DIN: 00231420
Place: Mumbai
Date: 27th September, 2019