

TERMS AND CONDITIONS OF APPOINTMENT OF INDEPENDENT DIRECTORS OF SBEC SUGAR LIMITED

At the 21st Annual General Meeting of the Company held on 24th September, 2015, the shareholders approved the appointment of the following as Independent Directors of the Company:

Sr. No.	Name of Independent Director	Tenure
1.	Sh. Rajeev Kumar Agarwal	For a term of five consecutive years commencing from the date of 21 st Annual General Meeting of the Company.
2.	Sh. Jagdish Chandra Chawla	For a term of five consecutive years commencing from the date of 21 st Annual General Meeting of the Company.
3.	Sh. Shyam Babu Vyas	For a term of five consecutive years commencing from the date of 21 st Annual General Meeting of the Company.

The broad terms and conditions of their appointments as Independent Directors are reproduced hereunder:

1. Appointment

The appointment will be for period as mentioned above against their respective names. The Company may disengage Independent Directors prior to completion of the Term subject to compliance of relevant provisions of the Companies Act, 2013.

As Independent Directors, they will not be liable to retire by rotation.

Reappointment at the end of the Term shall be based on the recommendation of the Nomination and Remuneration Committee and subject to the approval of the Board and the shareholders. The reappointment would be considered by the Board based on the outcome of the performance evaluation process and the directors continuing to meet the independence criteria.

The directors may be requested to be a member / Chairman of any one or more Committee of the Board which may be constituted from time to time.

2. Role, duties and responsibilities

As members of the Board, they along with the other Directors will be collectively responsible for meeting the objectives of the Board which includes:

- Requirements under the Companies Act, 2013.
- Requirements as per Articles of Association of the Company.
- Responsibilities of the Board as outlined in the Corporate Governance requirement as prescribed by Stock Exchanges under Clause 49 of the Listing Agreement.
- Accountability under the Director's Responsibility Statement.

They shall abide by the "Code of Independent Directors" as outlined in Schedule IV to section 149(8) of the Companies Act, 2013 and duties of directors as provided the act (including section 166) and in Clause 49 of the Listing Agreement.

They are particularly requested to provide guidance in their area of expertise.

3. Time Commitment

They agree to devote such time as is prudent and necessary for the proper performance of their role, duties and responsibilities as an Independent Director.

4. Remuneration

As Independent Directors, they shall be paid sitting fees for attending the meetings of the Board and the Committees of which they are members. The sitting fees for attending each meeting of the Board and Committees would be as determined by the Board from time to time.

Further, the Company may pay or reimburse to the Directors such expenses as may have been incurred by them while performing their role as an Independent Director of the Company. This could include reimbursement of expenditure incurred by them for accommodation, travel and any out of pocket expenses for attending Board/ Committee meetings, General Meetings, court convened meetings, meetings with shareholders/creditors/management, site visits, induction and training (organized by the Company for Directors) and in obtaining, subject to the expensed being reasonable, professional advice from

Independent advisor in the furtherance of their duties as Independent Directors.

5. Code of Conduct

As Independent Directors of the Company, they agree to comply with the Code of Conduct of the Company.

Unless specifically authorized by the Company, they shall not disclose company's business information's to constituencies such as the media, the financial community, employees, shareholders, agents, franchisees, dealers, distributors and importers etc.

The obligation of confidentiality shall survive cessation of their respective directorship with the Company.

The provisions of Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 1992 would be applicable to the Independent Directors.

6. Training and Development

The Company may, if required, conduct formal training program for its Independent Directors.

The Company may, as may be required, support Directors to continually update their skills and knowledge and improve their familiarity with the company and its business.

7. Performance Appraisal / Evaluation Process

As members of the Board, their performance as well as the performance of the entire Board and its Committees will be evaluated annually. Evaluation of each director shall be done by all the other directors. The criteria for evaluation shall be disclosed in the Company's Annual Report. However, the actual evaluation process shall remain confidential and shall be a constructive mechanism to improve the effectiveness of the Board / Committee.

8. Disclosures, other directorship and business interests

During the period of appointment, they agree to promptly notify the Company of any change in their directorships, and such other disclosures and information's as may be required under the applicable laws. They also agree that upon becoming aware of any potential conflict of interest with their

position as Independent Directors of the Company, they shall promptly disclose the same to the Chairman and the Company Secretary.

They also agree to promptly provide a declaration under Section 149(7) of the Companies Act, 2013, upon any change in circumstances which may affect their status as an Independent Director.

9. Changes of personal details

They shall promptly intimate to the Company Secretary and the Registrar of Companies in the prescribed manner, of any change in address or other contact details provided to the Company.

10. Disengagement

They may resign from the directorship of the Company by giving a notice in writing to the Company stating the reasons for resignation. The resignation shall take effect from the date on which the notice is received by the Company or the date, if any, specified by them in the notice, whichever is later. Their directorship on the Board of the Company shall cease in accordance with the law.