

February 15, 2022

Ms. Kusum Dadoo,
Flat 4B, Abhinandan Building,
8 Raja Santosh Road,
Kolkata-700027

Dear Ms. Dadoo,

Sub: Appointment as an Independent Director

We are pleased to inform you that the members of the Company at the Extra-ordinary General Meeting held on February 9, 2022, have approved your appointment as a Non-Executive Independent Director of the Company to hold office for a term of 5 (five) consecutive years effective from September 23, 2021.

Accordingly, we confirm your said appointment mutatis mutandis on the same terms and conditions, as communicated to you in our earlier letter dated September 23, 2021.

Please confirm your acceptance by signing and returning the enclosed copy of this letter.

We look forward to your continued kind support and guidance.



.....
Dr. Sanjiv Goenka
Chairman

September 23, 2021

Ms. Kusum Dadoo,
Flat 4B, Abhinandan Building,
8, Raja Santosh Road,
Kolkata-700027

Dear Ms. Dadoo,

Sub: Appointment as an Independent Director

We are pleased to inform you that the Board of Directors of the Company has approved your appointment as a Non-executive Independent Director of the Company w.e.f September 23, 2021 to hold office for a period of five consecutive years effective from the said date. Your above appointment will be placed for approval of the members of the Company.

This letter of appointment sets out the terms and conditions covering your appointment and your role, duties, responsibilities and liabilities as a Non-executive Independent Director on the Board.

1. **Appointment**

- 1.1 Your appointment is subject to the provisions of the Companies Act, 2013 ('the Act') and Rules framed thereunder read with Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("LODR").
- 1.2 As an Independent Director, you will not be liable to retire by rotation.
- 1.3 Your appointment is subject to the maximum permissible Directorships that may be held as per the provisions of the Act and LODR.
- 1.4 The Board may invite you to serve on one or more of the Committees constituted by the Board, subject to applicable regulations.
- 1.5 You will ensure compliance with all applicable provisions of the Act, Rules thereunder and the LODR.
- 1.6 You shall not be entitled to any stock option.
- 1.7 This letter shall be posted on the website of the Company.

2. **Remuneration**

- 2.1 As a Non-executive Independent Director, you may be entitled to such remuneration and commission on profits of the Company for financial year as may be decided by the Board and approved by the shareholders of the Company from time to time.

- 2.2 You will also be entitled to such amount of Sitting Fee for attending meetings of the Board and any Committee(s) thereof as may be decided from time to time. Currently, the amount of such Sitting Fee is Rs.1,00,000/- per meeting of the Board and Rs. 50,000/- per meeting of the Committee of the Board.
- 2.3 You will also be entitled to reimbursement of travel, hotel and other incidental expenses incurred by you in the performance of your role and duties.

3. **Role and Duties**

Your role and duties will be those normally required of a Non-executive Independent Director under the Act and the LODR.

4. **Code of Conduct/Insider Trading Code**

As an Independent Director of the Company, you agree to abide by the code for Independent Director in terms of Schedule IV to the Act and the code of business conduct and ethics for members of the Board and senior management officers as well as the Insider Trading Code (displayed in the website of the Company).

5. **Performance Appraisal / Evaluation Process**

As laid down in the Act and the LODR, your performance as a member of the Board as well as the performance of the entire Board and its Committees shall be evaluated annually.

6. **Disclosures, other directorships and business interests**

- 6.1 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.
- 6.2 Upon becoming aware of any potential conflict of interest with your position as Independent Director of the Company, you shall promptly disclose the same to us.

7. **Cessation**

- 7.1 Your directorship on the Board shall be ceased in accordance with law. Apart from the grounds of cessation as specified in the Act, your directorship may be ceased for violation of any provision of the above Codes.
- 7.2 You may resign from the directorship of the Company by giving a notice in writing to the Board of Directors of the Company stating the reasons for resignation and also to Registrar of Companies. The resignation shall take effect from the date on which the notice is received by the Company or the date, if any, specified by you in the notice, whichever is later.
- 7.3 If at any stage during the term, there is a change that may affect your status as an Independent Director as envisaged in Section 149(6) of the Act, or, if applicable, you fail to meet the criteria for “independence” under the provisions of LODR, you agree to promptly submit your resignation to the Company with effect from the date of such change.



8. **Confidentiality**

8.1 You must apply the highest standards of confidentiality and not disclose to any person or company (whether during the course of the appointment or at any time after the cessation) any confidential information concerning the Company and any Group Companies with which you come into contact by virtue of your position as a Non-executive Independent Director of the Company.

8.2 Your attention is drawn to the restrictions to be followed by you regarding the disclosure of price sensitive information relating to the Company.

9. **Governing Law**

The terms of appointment 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.

10. **Acceptance of Appointment**

We are confident that the Board and the Company will benefit immensely from your rich and varied experience and we are eager to have you as an integral part of the growth of our Company.

If these terms of appointment are acceptable to you, please confirm your acceptance by signing and returning the enclosed copy of this letter.

We look forward to your continued support.

.....
Dr. Sanjiv Goenka
Chairman



**RP - Sanjiv Goenka
Group**
Growing Legacies



August 4, 2023

Mr. Arjun Kumar,
2, Middleton Mansions,
9/1, Middleton Street,
Kolkata 700071

Dear Sir,

Sub: Re-Appointment as an Independent Director

We are pleased to inform you that the members of the Company at the Annual General Meeting held on August 4, 2023, have approved your re-appointment as a Non-Executive Independent Director of the Company to hold office for a term of 5 (five) consecutive years effective from November 14, 2023.

Accordingly, we confirm your said appointment mutatis mutandis on the same terms and conditions as communicated to you in our earlier letter dated July 19, 2019.

Please confirm your acceptance by signing and returning the enclosed copy of this letter.

We look forward to your continued kind support and guidance.

.....
Dr. Sanjiv Goenka
Chairman



RPSG VENTURES LIMITED

Regd. Office : CESC House, Chowringhee Square, Kolkata - 700 001, India

e-mail : rpsgventures@rpsg.in ☐ Tel : +91 33 2225 6040 ☐ CIN : L74999WB2017PLC219318 ☐ Web : www.rpsgventuresltd.com
(Formerly known as CESC VENTURES LIMITED)

19 July, 2019

Mr. Arjun Kumar,
2, Middleton Mansions,
9/1, Middleton Street,
Kolkata 700071

Dear Sir,

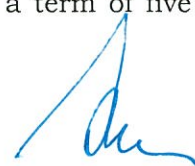
Sub: Appointment as an Independent Director

We are pleased to inform you that at the Annual General Meeting held on 19 July, 2019 shareholders of CESC Ventures Limited ('the Company') have approved your appointment as an Independent Director of the Company to hold office for a term of 5 (five) consecutive years effective from 14 November, 2018. Accordingly, we confirm the said appointment as a Non-executive member of the Board of Directors of the Company ('the Board').

This letter of appointment sets out the terms and conditions covering your appointment and your role, duties, responsibilities and liabilities as a Non-executive Independent Director on the Board.

1. **Appointment**

- 1.1 Your appointment is subject to the provisions of the Companies Act, 2013 ('the Act') and Rules framed thereunder.
- 1.2 This is a contract for service and is not a contract of employment with the Company.
- 1.3 As an Independent Director, you will not be liable to retire by rotation.
- 1.4 Your appointment is subject to the maximum permissible Directorships that may be held as per the provisions of the Act and Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("LODR").
- 1.5 In accordance with the currently applicable provisions of the Act and the LODR, Independent Directors will serve for not more than two terms of five year each on the Board. Your reappointment as an Independent Director will be considered by the Board as per laws and regulations prevailing at the relevant time. You will serve as an Independent Director for a term of five (5) years on



the Board. You will cease to hold office as a Director of the Company immediately after expiry of your term.

- 1.6 The Board may invite you to serve on one or more of the Committees constituted by the Board, subject to applicable regulations.
- 1.7 You will devote such time as is prudent and necessary for the proper performance of your role, duties and responsibilities as an Independent Director.
- 1.8 You will ensure compliance with all applicable provisions of the Act, Rules thereunder and the LODR.
- 1.9 You shall not be entitled to any stock option.
- 1.10 Copy of this letter shall be posted on the website of the Company.

2. **Remuneration**

- 2.1 As a Non-executive Independent Director, you may be entitled to such Commission on profits of the Company for a financial year as may be decided by the Board and approved by the shareholders of the Company from time to time.
- 2.2 You will also be entitled to such amount of Sitting Fees for attending meetings of the Board and any Committee(s) thereof as may be decided from time to time. Currently, the amount of such Sitting Fees is Rs.1,00,000/- per meeting of the Board and Rs. 50,000/- per meeting of any Committee of the Board.
- 2.3 You will also be entitled to reimbursement of travel, hotel and other incidental expenses incurred by you in the performance of your role and duties.

3. **Role and Duties**

Your role and duties will be those normally required of a Non-executive Independent Director under the Act and the LODR. There are certain duties prescribed for all Directors, which include the following:

- 3.1 You shall act in accordance with the Company's Articles of Association.
- 3.2 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.
- 3.3 You shall discharge your duties with due and reasonable care, skill and diligence.
- 3.4 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.
- 3.5 You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.



3.6 You shall not assign your office as Director and any assignments so made shall be void.

3.7 You shall abide by the applicable code for prevention of Insider Trading in the securities of the Company.

4. **Code of Conduct**

As an Independent Director of the Company, you agree to abide by the code of business conduct and ethics for members of the board and senior management officers.

5. **Performance Appraisal / Evaluation Process**

As laid down in the Act, your performance as a member of the Board as well as the performance of the entire Board and its Committees shall be evaluated annually.

6. **Disclosures, other directorships and business interests**

6.1 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.

6.2 You also agree that upon becoming aware of any potential conflict of interest with your position as Independent Director of the Company, you shall promptly disclose the same to the Chairman and the Company Secretary.

7. **Cessation**

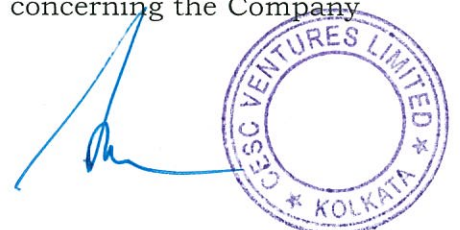
7.1 Your directorship on the Board shall terminate or cease in accordance with law. Apart from the grounds of termination as specified in the Act, your directorship may be terminated for violation of any provision of the Code of Conduct as applicable to Directors.

7.2 You may resign from the directorship of the Company by giving a notice in writing to the Company stating the reasons for resignation and also to Registrar of Companies. The resignation shall take effect from the date on which the notice is received by the Company or the date, if any, specified by you in the notice, whichever is later.

7.3 If at any stage during the term, there is a change that may affect your status as an Independent Director as envisaged in Section 149(6) of the Act, or, if applicable, you fail to meet the criteria for "independence" under the provisions of LODR, you agree to promptly submit your resignation to the Company with effect from the date of such change.

8. **Confidentiality**

8.1 You must apply the highest standards of confidentiality and not disclose to any person or company (whether during the course of the Appointment or at any time after its termination) any confidential information concerning the Company



and any Group Companies with which you come into contact by virtue of your position as a Non-executive Director of the Company.

- 8.2 Your attention is drawn to the requirements under both legislation and regulation as to the disclosure of price sensitive information. Consequently, you should avoid making any statements that might risk a breach of these requirements without prior clearance from the Chairman or Company Secretary.

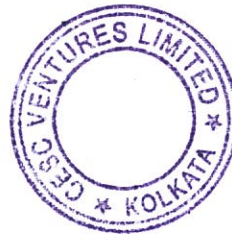
9. **Governing Law**

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.

10. **Acceptance of Appointment**

We are confident that the Board and the Company will benefit immensely from your rich experience and we are eager to have you as an integral part of the growth of our Company. If these terms of appointment are acceptable to you, please confirm your acceptance by signing and returning the enclosed copy of this letter.

We look forward to your continued support.



Yours sincerely,

A handwritten signature in blue ink, appearing to be "Rishi", written over a horizontal line.

Authorised Signatory



**RP - Sanjiv Goenka
Group**
Growing Legacies



August 4, 2023

Mr. K. Jairaj,
Vaishnavi Splendour,
A-1003, #12/44, 3rd Cross,
Poojari Layout, Geddala Halli,
RMV Extension, 2nd Stage,
Bengaluru – 560 094.

Dear Sir,

Sub: Re-appointment as an Independent Director

We are pleased to inform you that the members of the Company at the Annual General Meeting held on August 4, 2023, have approved your re-appointment as a Non-Executive Independent Director of the Company to hold office for a term of 5 (five) consecutive years effective from November 14, 2023.

Accordingly, we confirm your said appointment mutatis mutandis on the same terms and conditions as communicated to you in our earlier letter dated July 19, 2019.

Please confirm your acceptance by signing and returning the enclosed copy of this letter.

We look forward to your continued kind support and guidance.

.....
Dr. Sanjiv Goenka
Chairman



RPSG VENTURES LIMITED

Regd. Office : CESC House, Chowringhee Square, Kolkata - 700 001, India

e-mail : rpsgventures@rpsg.in ☐ Tel : +91 33 2225 6040 ☐ CIN : L74999WB2017PLC219318 ☐ Web : www.rpsgventuresltd.com
(Formerly known as CESC VENTURES LIMITED)

19 July, 2019

Mr. K. Jairaj,
Vaishnavi Splendour,
A-1003, #12/44, 3rd Cross,
Poojari Layout, Geddala Halli,
RMV Extension, 2nd Stage,
Bengaluru – 560 094.

Dear Sir,

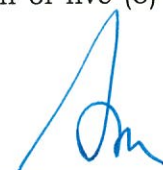
Sub: Appointment as an Independent Director

We are pleased to inform you that at the Annual General Meeting held on 19 July, 2019 shareholders of CESC Ventures Limited ('the Company') have approved your appointment as an Independent Director of the Company to hold office for a term of 5 (five) consecutive years effective from 14 November, 2018. Accordingly, we confirm the said appointment as a Non-executive member of the Board of Directors of the Company ('the Board').

This letter of appointment sets out the terms and conditions covering your appointment and your role, duties, responsibilities and liabilities as a Non-executive Independent Director on the Board.

1. **Appointment**

- 1.1 Your appointment is subject to the provisions of the Companies Act, 2013 ('the Act') and Rules framed thereunder.
- 1.2 This is a contract for service and is not a contract of employment with the Company.
- 1.3 As an Independent Director, you will not be liable to retire by rotation.
- 1.4 Your appointment is subject to the maximum permissible Directorships that may be held as per the provisions of the Act and Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("LODR").
- 1.5 In accordance with the currently applicable provisions of the Act and the LODR, Independent Directors will serve for not more than two terms of five year each on the Board. Your reappointment as an Independent Director will be considered by the Board as per laws and regulations prevailing at the relevant time. You will serve as an Independent Director for a term of five (5) years on



CESC VENTURES LIMITED

CIN: L74999WB2017PLC219318

the Board. You will cease to hold office as a Director of the Company immediately after expiry of your term.

- 1.6 The Board may invite you to serve on one or more of the Committees constituted by the Board, subject to applicable regulations.
- 1.7 You will devote such time as is prudent and necessary for the proper performance of your role, duties and responsibilities as an Independent Director.
- 1.8 You will ensure compliance with all applicable provisions of the Act, Rules thereunder and the LODR.
- 1.9 You shall not be entitled to any stock option.
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2. **Remuneration**

- 2.1 As a Non-executive Independent Director, you may be entitled to such Commission on profits of the Company for a financial year as may be decided by the Board and approved by the shareholders of the Company from time to time.
- 2.2 You will also be entitled to such amount of Sitting Fees for attending meetings of the Board and any Committee(s) thereof as may be decided from time to time. Currently, the amount of such Sitting Fees is Rs.1,00,000/- per meeting of the Board and Rs. 50,000/- per meeting of any Committee of the Board.
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- 3.1 You shall act in accordance with the Company's Articles of Association.
- 3.2 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.
- 3.3 You shall discharge your duties with due and reasonable care, skill and diligence.
- 3.4 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.



- 3.5 You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.
- 3.6 You shall not assign your office as Director and any assignments so made shall be void.
- 3.7 You shall abide by the applicable code for prevention of Insider Trading in the securities of the Company.

4. **Code of Conduct**

As an Independent Director of the Company, you agree to abide by the code of business conduct and ethics for members of the board and senior management officers.

5. **Performance Appraisal / Evaluation Process**

As laid down in the Act, your performance as a member of the Board as well as the performance of the entire Board and its Committees shall be evaluated annually.



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- 6.1 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.
- 6.2 You also agree that upon becoming aware of any potential conflict of interest with your position as Independent Director of the Company, you shall promptly disclose the same to the Chairman and the Company Secretary.

7. **Cessation**

- 7.1 Your directorship on the Board shall terminate or cease in accordance with law. Apart from the grounds of termination as specified in the Act, your directorship may be terminated for violation of any provision of the Code of Conduct as applicable to Directors.
- 7.2 You may resign from the directorship of the Company by giving a notice in writing to the Company stating the reasons for resignation and also to Registrar of Companies. The resignation shall take effect from the date on which the notice is received by the Company or the date, if any, specified by you in the notice, whichever is later.

- 7.3 If at any stage during the term, there is a change that may affect your status as an Independent Director as envisaged in Section 149(6) of the Act, or, if applicable, you fail to meet the criteria for "independence" under the provisions of LODR, you agree to promptly submit your resignation to the Company with effect from the date of such change.



8. **Confidentiality**

- 8.1 You must apply the highest standards of confidentiality and not disclose to any person or company (whether during the course of the Appointment or at any time after its termination) any confidential information concerning the Company and any Group Companies with which you come into contact by virtue of your position as a Non-executive Director of the Company.
- 8.2 Your attention is drawn to the requirements under both legislation and regulation as to the disclosure of price sensitive information. Consequently, you should avoid making any statements that might risk a breach of these requirements without prior clearance from the Chairman or Company Secretary.

9. **Governing Law**

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.

10. **Acceptance of Appointment**

We are confident that the Board and the Company will benefit immensely from your rich experience and we are eager to have you as an integral part of the growth of our Company. If these terms of appointment are acceptable to you, please confirm your acceptance by signing and returning the enclosed copy of this letter.

We look forward to your continued support.

Yours sincerely,




Authorised Signatory