

ROBUST HOTELS LIMITED

General terms and conditions of appointment of Independent Directors of Robust Hotels limited

A. Preliminary

Independent Director's appointment is subject to following:

1. During Independent Director's tenure as an Independent Director, he/she will have to submit a declaration at the beginning of every Financial Year under Section 149 (7) of the Companies Act, 2013 ("the Act") stating that he/she meets the criteria of Independence.
2. As long as he/she is an Independent Director of the Company, the number of companies in which he/she shall hold office as a Director or a Chairman or Committee member will not exceed the limit stipulated under the Act and SEBI (Listing Obligation and Disclosure Requirement), 2015 ("the Listing Regulation").
3. As long as he/she is an Independent Director of the Company, he/she will ensure that he/she do not get disqualified to act as a Director pursuant to the provisions of Section 164 of the Act.
4. He/she will ensure compliance with other provisions of the Act and the Listing Regulations as applicable as an Independent Director.

B. Term

Independent Director's appointment is for a term up to 5 years unless terminated earlier or extended, as per the provisions of this letter or applicable rules.

C. Member of Board Level Committees

He/she would serve as Member of all the Committees of the Board of Directors where He/she are already member and also all to all such Committees where the Board may nominate He/she from time to time.

D. Code of Conduct and Duties and Responsibilities

1. He/she will abide by the Code of Conduct of the Board of Directors, Code of Conduct for Prevention of Insider Trading and Code of Corporate Disclosure Practices of the Company.
2. He/she will abide by the guidelines of professional conduct, role, function and duties as an Independent Directors provided in Schedule IV of the Companies Act, 2013.
3. He/she will not hold office as a Director or any other office in a competing firm/entity.

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4. He/she are expected to stay updated on how best to discharge Independent Director's roles, responsibilities, and duties and liabilities, as an Independent Director of the Company under applicable law, including keeping abreast of current changes and trends in economic, political, social, financial, legal and corporate governance practices.
5. He/she is expected to:
 - i. take decisions objectively and solely in the interests of the Company.
 - ii. facilitate Company's adherence to high standards of ethics and corporate behavior.
 - iii. guide the Board in monitoring the effectiveness of the Company's governance practices and to recommend changes, required if any.
 - iv. guide the Board in monitoring and managing potential conflicts of interest of Management, Board Members and Stakeholders, including misuse of corporate assets and abuse in related party transactions.
 - v. guide the Board in ensuring the integrity of the Company's accounting and financial reporting systems, including the independent audit, and that appropriate systems of control are in place, in particular, systems for risk management, financial and operational control, and compliance with the law and relevant standards.

E. Performance Evaluation

Independent Director's reappointment or extension of term and Independent Director's remuneration will be recommended by the Nomination and Remuneration Committee of the Board and determined by the Board from time to time, pursuant to a performance evaluation carried out by the Board. Reappointment of Independent Director for a second term of 5 years shall be subject to Special Resolution passed by the Shareholders of the Company.

F. Remuneration

He/she would be entitled to sitting fees for attending each meeting of the Board and its Committees as may be determined by the Board from time to time. Pursuant to applicable law, He/she will not be entitled to any stock options.

He/she will be entitled to reimbursement of expenses incurred by him/her in connection with attending the Board Meetings, Board Committee Meetings and in relation to the business of the Company towards hotel accommodation, travelling and other out- of- pocket expenses.

H. Training

He/she will be entitled to the benefit of a training program, if any, to familiarize Independent Director's self with the Company, growth plans, the peculiarities of the industry in which the Company operates its goals and expectations and long term plans and objectives.

I. Miscellaneous

He/she will have access to confidential information, whether or not the information is marked or designated as "confidential" or "proprietary", relating to the Company and its business including legal, financial, technical, commercial, marketing and business related records, data, documents, reports, etc., client information, intellectual property rights (including trade secrets), ("Confidential Information").

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He/she shall use reasonable efforts to keep confidential and to not disclose to any third party, such Confidential Information.

If any Confidential Information is required to be disclosed by him/her in response to any summons or in connection with any litigation, or in order to comply with any applicable law, order, regulation or ruling, then any such disclosure should be, to the extent possible, with the prior consent of the Board.

The Board may prescribe any further duties and responsibilities, including as per the applicable statutory provisions.