

**LETTER OF APPOINTMENT FOR INDEPENDENT DIRECTOR**

20<sup>th</sup> October, 2014

**Ms. Dhvani Jain**  
44-HIG, Duplex,  
Brij Vihar, Ghaziabad,  
Uttar Pradesh-201011

**Dear Ms. Dhvani Jain,**

We are pleased to confirm that based upon the recommendation of Nomination and Remuneration Committee, the Board has approved your appointment as an Independent Director on the Board of the Company subject to the approval of the Shareholders in subsequent General Meeting.

This letter sets out the terms of your appointment as an Independent Director. Your relationship with the Company will be that of an office-holder and not one of contract for employment in the Company.

The terms of your appointment, as set out in this letter, are subject to the extant provision of the (i) applicable laws, including 2013 Act and Clause 49 of the Listing Agreement (as amended from time to time) and (ii) Articles of Association of the Company ("**AOA**").

**1. TERMS OF OFFICE**

Your appointment is subject to the following:

- i) During your tenure as an Independent Director, you will have to submit a declaration at the first meeting in which you participate as a director and at the beginning of every Financial Year thereafter under Section 149(7) of the Companies Act, 2013 ("Act") and Clause 49 of the Listing Agreement stating that you meet the criteria of Independence. **Annexure – 1**
- ii) So long as you are an Independent Director of the Company, the number of companies in which you hold office as a Director or a Chairman or committee member will not exceed the limit stipulated under the Act and the Listing Agreement.
- iii) So long as you are an Independent Director of the Company, you will ensure that you do not get disqualified to act as a Director pursuant to the provision of Section 164 of the Act.
- iv) You will ensure compliance with other provisions of the Act and the Listing Agreement as applicable to you as an Independent Director.
- v) You are aware of the maximum permissible directorships that one can hold as per the provisions of the Act, 2013 and the Listing Agreement and we hope that this appointment will be within those limits.
- vi) You can serve for two terms of consecutive five years each on the Board and before your second term commences, the Company will have to seek approval of the shareholders by way of a special resolution, on the expiry of the first term of five consecutive years.
- vii) This directorship is not subject to retirement by rotation during the term, as per the relevant provisions of the Act, 2013.
- viii) In case you may have to resign your directorship in the Company for any reason or pursuant to any of the provisions of the Act 2013 or any of the applicable Law or the Articles of Association of the Company or you may be required to vacate the office of directorship, it can be done at any time by you giving a letter of resignation. While forwarding your intention to resign or not to seek re-appointment, it will be preferable if you give the Chairman reasonable time so the Company can plan your suitable succession to the Board.



*Dhvani Jain*

**BLB Limited**

CIN : L67120HR1981PLC051078  
Corporate Member : NSE, BSE & MCX-SX

**Corporate Office** : 3rd Floor, ECE House, Annexe-II, 28A, Kasturba Gandhi Marg, New Delhi - 110 001 Tel. : 011-49325600, Fax : 011-49325637

**Regd. Office** : Plot No. 1328, Sector-28, Near HUDA Market, Faridabad - 121 002, Haryana

Website : [www.blblimited.com](http://www.blblimited.com), Email : [infobl@blblimited.com](mailto:infobl@blblimited.com)

## 2. TERM OF APPOINTMENT

Your appointment is for the term of 5 years subject to approval of shareholders in the upcoming General Meeting.

## 3. ROLE, DUTIES & RESPONSIBILITIES

You shall abide by the 'Code for Independent Directors' as outlined in Schedule IV to Section 149(8) of the 2013 Act, and duties of Directors as provided in the 2013 Act (including Section 166) and in Clause 49 of the Listing Agreement.

## 4. TIME COMMITMENT

Considering the nature of the role of a Director, it is difficult for a company to lay down specific parameters on time commitment. You agree to devote such time as is prudent and necessary for the proper performance of your role, duties and responsibility as an Independent Director.

## 5. REMUNERATION

The Company may pay sitting fees for attending the meetings of the Board and the Committees thereof of which you are a member as may be fixed by the Board of Directors from time to time.

## 6. INSURANCE

The Company may take an appropriate Directors' and Officers' Liability Insurance policy and pay the premiums for the same.

## 7. FAMILIARIZATION PROGRAMME

You will be entitled to the benefit of a training program to familiarize yourself with the business and affairs of the Company, growth plans, the peculiarities of the industry in which the Company operates, its goals and expectations and long term plans and objectives.

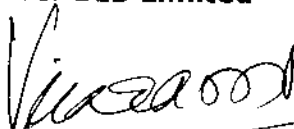
## 8. CODES

You will be required to abide by Code of Business Conduct and Ethics & Code of Conduct for prevention of Insider Trading for senior management personnel, including directors, besides Code for independent directors, as issued by the Company.

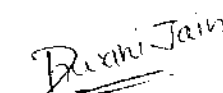
## 10. APPLICABLE LAWS

This letter of appointment shall be governed by the laws of India.

For BLB Limited

  
(Vikram Rathi)  
Executive Director  
DIN: 00007325



  
Received and Accepted  
(Dhwani Jain)

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Corporate Member : NSE, BSE & MCX-SX