

JUNGLE CAMPS INDIA LIMITED
(FORMERLY KNOWN AS PENCH JUNGLE RESORTS PRIVATE LIMITED)
(CIN No. U55101DL2002PLC116282)

**Regd. Office: 221-222/9, 2ND FLOOR, SOM DUTT CHAMBER – II,
BHIKAJI CAMA PLACE, NEW DELHI – 110066 IN**

Email ID -freedom@penchjunglecamp.com, Contact Details-9999775000

Terms and conditions of appointment of independent director

The terms of Independent Director appointment, as set out in this letter, are subject to the extant provisions of the Companies Act, 2013 and SEBI LODR REGULATIONS, 2015.

1. Appointment

Your term of appointment as an Independent Director of the Company is for a period of 5 consecutive years with effect from _____ up to _____ and you will not be liable to retire by rotation.

Your appointment and tenure as Independent Director shall be consistent with the applicable provisions of the Companies Act, 2013 and the SEBI (Listing Obligation and Disclosure Requirements) Regulations, 2015

2. Role and Duties

As a member of the Board, your role, duties and responsibilities will be those normally required of an Independent Director under the Companies Act, 2013 and the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.

- a) Act in accordance with Company's Memorandum of Association and Articles of Association.
- b) Act in Good faith in order to promote objectives of the Company for the benefit of its members as a whole and in the interest of the Company.
- c) Discharge your duties with due and reasonable care, skill and diligence and exercise independent judgement.
- d) Shall not involve in a situation which you may have direct or indirect interest that conflicts or possibly may conflict with the interest of the Company.
- e) Shall not assign the office of director and any assignment so made shall be void.
- f) Shall not achieve or attempt to achieve undue gain or advance either to yourself, or your relatives, partners, or associates.
- g) Comply with the provision regarding maximum number of Directorship as contained in companies act, 2013 and SEBI (Listing Obligations and Disclosures Requirements) Regulations, 2015 as amended from time to time.

3. Remuneration

- a) Remuneration will be by way of sitting fees for attending meeting(s) of the Board and its committee(s) as may be decided by the Board of Directors from time to time.
- b) May also be paid remuneration by way of commission on profit(s) as may be approved by the Board and Shareholders from time to time.
- c) In addition to remuneration described, hereinabove, you will be reimbursed for travel, hotel and other incidental expenses incurred by you in performance of your role and duties.

JUNGLE CAMPS INDIA LIMITED
(FORMERLY KNOWN AS PENCH JUNGLE RESORTS PRIVATE LIMITED)
(CIN No. U55101DL2002PLC116282)

**Regd. Office: 221-222/9, 2ND FLOOR, SOM DUTT CHAMBER – II,
BHIKAJI CAMA PLACE, NEW DELHI – 110066 IN**

Email ID -freedom@penchjunglecamp.com, Contact Details-9999775000

4. Code of Conduct & other compliances

You shall also abide by the 'Code for Independent Directors' as outlined in Schedule IV to the Companies Act, 2013, and duties of directors as provided in the Act and in Regulation 25 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.

Not an employee of the Company

5. 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 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 Chairman and the Company Secretary of the Company.

6. Confidentiality

All information acquired during your appointment is confidential to Company and should not be released, either during your appointment or following termination (by whatever means) to third parties without prior clearance from the Compliance officer and Company Secretary of the Company unless required by law or by the rules of any stock exchange(s) or any regulatory body. On reasonable request, you shall surrender any confidential documents and other materials made available to you by the Company.

Your attention is also drawn to the requirements under the applicable regulations and the Company's Code of conduct to which regulate, monitor and report trading by insider, which concern the disclosure of price sensitive information and dealing in the securities of the Company. Consequently, you should avoid making any statements or performing any transactions that might risk a breach of these requirements without prior clearance from the Chairman or the Company Secretary of the Company.

7. Evaluation

The Company will carry out an evaluation of the performance of the Chairperson of the Company, Board as a whole, Board Committees and Directors. Continuation of your appointment or re-appointment on the Board shall be subject to the outcome of the evaluation process.

JUNGLE CAMPS INDIA LIMITED
(FORMERLY KNOWN AS PENCH JUNGLE RESORTS PRIVATE LIMITED)
(CIN No. U55101DL2002PLC116282)
Regd. Office: 221-222/9, 2ND FLOOR, SOM DUTT CHAMBER – II,
BHIKAJI CAMA PLACE, NEW DELHI – 110066 IN
Email ID -freedom@penchjunglecamp.com, Contact Details-9999775000

8. Disclosure of Interest

You shall disclose material interest that in any transaction or arrangement that the Company has entered into. Such interest should be disclosed no later than when the transaction or arrangement comes up at a Board meeting so that the minutes may record your interest appropriately and our records are updated. A general notice that you are interested in any contracts with a particular person, firm or company is acceptable.

9. Termination

You may resign from your position at any time and if you wish to do so, you are requested to serve a reasonable written notice on the Board. 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.

Your directorship on the Board of the Company shall cease in accordance with law. The Company may disengage Independent Director prior to completion of term (subject to compliance of relevant provisions of the 2013 Act upon

- Violation of any provision of the Code of Conduct as applicable on Board of Directors.
- The Director falling to meet the criteria for independence as envisaged in Section 149(6) of the Companies Act, 2013 or Regulation 16(1)(b) of SEBI (Listing Obligation and Disclosure Requirements) Regulations, 2015.

10. Governing Law

This letter 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 courts of Delhi.

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