

HBSH/ 2014-2015

Dated 24th September, 2014

Mr. Gulshan Rai
G-6, Dhawan Deep Apartments
6, Jantar Mantar Road
New Delhi 110 001

Dear Mr. Rai,

On behalf of all the Board members of HB Stockholdings Limited, I would like to express my gratitude to you as an Independent Board member since last 10 years. Your contributions have been significant.

The purpose of this letter is to inform you about the new provisions related to the Independent Director (ID) introduced under the new Company law i.e. Companies Act, 2013. The Act, 2013 has specifically defined the roles, duties, liabilities and the manner of appointment of IDs on the Board and various Committees of the Company. The newly enacted Companies Act, 2013 and the recent amendments by SEBI to the Listing Agreement require that a Company should issue appointment letter to all its Independent Directors.

You have already been a member of the Board since 30-10-2004, and have been performing your expected role. However, in fulfillment of the requirements of the revised law, we are pleased to issue this formal appointment letter to you. This letter will set out the terms of your appointment and your roles, duties, responsibilities and liability as an Independent Director on the Board of HB Stockholdings Limited.

Kindly return the duplicate copy of this letter, and the Terms of Appointment enclosed herewith, duly signed by you in confirmation.

We look forward to your continued support and guidance.

Thanking you,

Yours sincerely
For HB Stockholdings Limited

Sd/-
Lalit Bhasin
(CHAIRMAN)
DIN: 00002114

Encl: As above

Terms of Appointment of Independent Director

On behalf of the Company I write to confirm your appointment as an Independent Non-Executive Director of HB Stockholdings Limited ("HBSL" or "Company"), as per the provision of the Companies Act, 2013 with effect from 23-09-2014. I set out below the terms of your appointment:

1. TERM OF OFFICE

You have been appointed as an Independent Non-Executive Director for a period of five (5) years effective from 23-09-2014 which has been duly approved by the members of the Company in the 27th Annual General Meeting held on 23-09-2014. You shall not be liable to retire by rotation as per the relevant provisions of the Companies Act, 2013 and Listing Agreement.

Your appointment is subject to the provisions of Companies Act, 2013 regarding appointment, fees, expenses, retirement, disqualification and removal of directors. You may cease to hold office as a Director.

At any time you may resign by written notice. It is desirable that you give the Chairman reasonable forewarning of your intention to resign or to not seek re-appointment where that is possible so that the Company can plan for succession of skills and experience on the Board; and you may be required to vacate office for any reason pursuant to any of the provisions of the Companies Act, 2013; or

You may be removed as a director or otherwise required to vacate office under any applicable law and under the Article of Association of the Company.

Your performance as an Independent Director will be reviewed during your tenure with the Company in accordance with processes agreed by the Board from time to time. You agree to participate in such reviews.

2. COMMITMENTS

A) Independent Director

You will be expected to devote such time as is necessary for the proper performance of your duties and as an Independent Director. You will be involved in a number of board and committee meetings each year. You should strive to attend all the scheduled quarterly Board Meetings; General Meetings; Committees Board Meetings and other meetings or attendance as necessary.

As an independent director you should strive to hold and present in at least one meeting in a year without the presence of non-independent directors and members of management with the sole objective of:

- (a) review the performance of non-independent directors and the Board as a whole;
- (b) review the performance of the Chairperson of the company, taking into account the views of executive directors and non-executive directors:

- (c) Assess the quality, quantity and timeliness of flow of information between the Company management and the Board that is necessary for the Board to effectively and reasonably perform their duties.

By accepting this appointment, you have confirmed that you are able to allocate sufficient time to meet the expectations of your role.

B) The Company

- The Company shall provide you with adequate notice of the dates of proposed board meeting, general meetings, and meetings of board committees. As per the provision of the Companies Act, 2013 the Company is expected to give you an advance notice of minimum seven (7) days of every board and committee meetings. A meeting of the Board may be called at shorter notice to transact urgent business subject to the condition that at least one Independent Director shall be present at the meeting and in case of absence of Independent Directors from such a meeting of the Board, decisions taken at such a meeting shall be circulated to all the Directors and shall be final only on ratification thereof by at least one Independent Director. The notice of the Board / Committee meetings will be provided along with the agenda of the Board / Committee meetings.
- The Company will train its Board members in the business model of the Company as well as the risk profile of the business parameters of the Company and their responsibilities as Directors.
- The Company will provide special training courses which are conducted by the various professional bodies to ensure that the Directors are refreshed and equipped to perform their role with the highest standards.
- The Company shall inform the Directors about any upcoming events in the Company.
- The Company shall ensure that director is update about latest happening in the industry and in the field of law applicable on the Company by allowing them to visit the seminars held in these respect.
- The Company has established an effective whistle blower mechanism so that the Directors can raise their concerns.
- It shall be the responsibility of the Company to provide the Independent Director with all the information and documents they validly require to fulfill their functions.
- The Company shall ensure that the Independent Directors are aware of their statutory obligations.

3. CODE OF CONDUCT, FUNCTIONS AND DUTIES

You will be expected to perform your duties, whether statutory, fiduciary or common law, faithfully, efficiently and diligently to a standard commensurate with both the functions of your role and your knowledge, skills and experience. You will have all the usual duties of an Independent Director under Company law and applicable Listing Agreement of the BSE & NSE, including attendance at Board Meetings, the Annual General Meeting, meetings of Independent Directors, meetings with Investors and shareholders and other Board events such as site visits, together with such additional duties as may be agreed with the Board, and which may relate to the business of the Company or any other member of the Group. You will be required to serve on such committees as the Board may request, including but not limited to Audit and/or Nomination and Remuneration and/or Stakeholders Relationship and/or Financial & Borrowing committee of Directors and/or sub-committee of Directors. In addition, you will be expected to devote appropriate preparation and travel time ahead of each meeting.

As a Director of HB Stockholdings Limited, you will have legal duties and obligations under the Companies Act, 2013. It is expected that you will familiarize yourself with the relevant Directors' Duties, roles and responsibilities as given in "Schedule IV - Code for Independent Directors" of the Companies Act, 2013. Please refer **Annexure – I** enclosed herewith.

4. LIABILITY

As an Independent Director, you will be liable only in respect of such acts of omission or commission by a Company which had occurred with your knowledge, attributable through Board processes, and with your consent or connivance or where you had not acted diligently.

5. TECHNOLOGY

Being a Director, you may make use of video, telephone, electronic mail, any other technology which permits each Director to communicate with every other Director, or any combination of these technologies for the purpose of calling and holding Directors' meetings.

You may attend the board or committee meeting through video conferencing or other audio visual means subject to the applicable provisions of the Companies Act, 2013.

6. CONFLICT OF INTEREST

By accepting this appointment you will be deemed to have confirmed that any other position you hold including your directorships in other organizations, shall not give rise to any conflicts of interest in relation to your appointment as an Independent Director of the Company. Should you become aware of any conflict or potential conflict during your appointment, you are expected to notify the Company Secretary.

As an Independent Director you shall not engage in any activity/ies that is not expected from you as an Independent Director.

7. DISCLOSURES

You shall be required to submit certain information in the prescribed forms on a defined periodicity. The Company Secretary shall be the coordinating officer for this.

You are required to disclose to the Company your interests and any matters (excluding those matters which may be subject to legal professional privilege) which affect your independence.

During your tenure as an Independent Director you are required to give a declaration that you meet the criteria of independent every financial year as provided under Section 149 of the Companies Act, 2013. Format of Disclosure is enclosed as **Annexure – II.**

8. DIRECTORS' FEES

You shall be paid a sitting fee of Rs. 10,000/- for attending the each meeting of Board and Audit Committee and Rs. 2,000/- for the other Committee meetings attended by you, as per the provision of Section 197 of the Companies Act, 2013 and the Articles of Association of the Company.

The Company shall reimburse you all travelling, hotel, and other incidental expenses properly and reasonably incurred by you in performance of duties as per provisions of the Companies Act, 2013 in conjunction with the Company rules and policies.

As an Independent Director you shall not be entitled to any stock option and shall not be covered by any pension scheme.

9. REVIEW

The performance of individual Directors, the whole Board and its Committees is evaluated annually. If, in the interim, there are any matters which cause you concern about your role you should discuss them with the Managing Director or the Chairman as soon as you can.

10. CODE OF CONDUCT

You are required to abide by the Code of Conduct prescribed for all Board members and senior management of the Company and Code of Conduct for Prevention of Insider Trading for employees including Directors, as issued by the Company. Copy enclosed herewith as **Annexure – III.**

11. INDUCTION & TRAINING

Where possible, Directors will be encouraged to attend special training courses by various professional bodies to ensure that the Directors are refreshed and equipped to perform their role in the highest standards and performance possible. You should feel free to request any further information which you require, at any time.

12. INDEMNITY AND INSURANCE / PROVISION FOR DIRECTORS AND OFFICERS (D AND O) INSURANCE

The Company may obtain a Directors' & Officers' liability Insurance Policy for you. Details of the same will be provided by the Company Secretary as and when such policy is taken by the Company.

13. CONFIDENTIALITY AND ACCESS TO COMPANY RECORDS

Under Company law, Directors have a right of access to Company's documents and records, including financial records.

Any confidential information which may come to your knowledge in the performance of your duties as a Director of the Company must not be divulged, except so far as:

- a) may be necessary in connection with the proper performance of your duties to the Company;
- b) the Company may from time to time authorise you to disclose such information as may be required by you with the condition that you will take all reasonable precautions as may be necessary to maintain the secrecy and confidentiality of all confidential information of the Company; or
- c) You may be required by law to disclose.

14. APPLICABLE LAW

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

Kindly confirm your agreement to the terms set out above by signing the endorsement on the enclosed copy of this. Please return the copy to me at the above address. In returning this letter duly signed, you agree that the Company may make this letter publicly available.

Yours sincerely

For HB Stockholdings Limited

Sd/-

**Lalit Bhasin
(CHAIRMAN)
DIN: 00002114**

I have read and agree to the above terms regarding my appointment as an Independent Non-Executive Director.

Sd/-

Signature
**Gulshan Rai
(Director)
DIN: 00527181**

HBSH/ 2014-2015

Dated 24th September, 2014

**Mr. Harbans Lal
P-1/5, First Floor
DLF City II
Gurgaon 122 002**

Dear Mr. Harbans Lal,

On behalf of all the Board members of HB Stockholdings Limited, I would like to express my gratitude to you as an Independent Board member since last 08 years. Your contributions have been significant.

The purpose of this letter is to inform you about the new provisions related to the Independent Director (ID) introduced under the new Company law i.e. Companies Act, 2013. The Act, 2013 has specifically defined the roles, duties, liabilities and the manner of appointment of IDs on the Board and various Committees of the Company. The newly enacted Companies Act, 2013 and the recent amendments by SEBI to the Listing Agreement require that a Company should issue appointment letter to all its Independent Directors.

You have already been a member of the Board since 28-01-2006, and have been performing your expected role. However, in fulfillment of the requirements of the revised law, we are pleased to issue this formal appointment letter to you. This letter will set out the terms of your appointment and your roles, duties, responsibilities and liability as an Independent Director on the Board of HB Stockholdings Limited.

Kindly return the duplicate copy of this letter, and the Terms of Appointment enclosed herewith, duly signed by you in confirmation.

We look forward to your continued support and guidance.

Thanking you,

Yours sincerely
For HB Stockholdings Limited

**Sd/-
Lalit Bhasin
(CHAIRMAN)
DIN: 00002114**

Encl: As above

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On behalf of the Company I write to confirm your appointment as an Independent Non-Executive Director of HB Stockholdings Limited ("HBSL" or "Company"), as per the provision of the Companies Act, 2013 with effect from 23-09-2014. I set out below the terms of your appointment:

1. TERM OF OFFICE

You have been appointed as an Independent Non-Executive Director for a period of five (5) years effective from 23-09-2014 which has been duly approved by the members of the Company in the 27th Annual General Meeting held on 23-09-2014. You shall not be liable to retire by rotation as per the relevant provisions of the Companies Act, 2013 and Listing Agreement.

Your appointment is subject to the provisions of Companies Act, 2013 regarding appointment, fees, expenses, retirement, disqualification and removal of directors. You may cease to hold office as a Director.

At any time you may resign by written notice. It is desirable that you give the Chairman reasonable forewarning of your intention to resign or to not seek re-appointment where that is possible so that the Company can plan for succession of skills and experience on the Board; and you may be required to vacate office for any reason pursuant to any of the provisions of the Companies Act, 2013; or

You may be removed as a director or otherwise required to vacate office under any applicable law and under the Article of Association of the Company.

Your performance as an Independent Director will be reviewed during your tenure with the Company in accordance with processes agreed by the Board from time to time. You agree to participate in such reviews.

2. COMMITMENTS

A) Independent Director

You will be expected to devote such time as is necessary for the proper performance of your duties and as an Independent Director. You will be involved in a number of board and committee meetings each year. You should strive to attend all the scheduled quarterly Board Meetings; General Meetings; Committees Board Meetings and other meetings or attendance as necessary.

As an independent director you should strive to hold and present in at least one meeting in a year without the presence of non-independent directors and members of management with the sole objective of:

- (a) review the performance of non-independent directors and the Board as a whole;
- (b) review the performance of the Chairperson of the company, taking into account the views of executive directors and non-executive directors:

- (c) Assess the quality, quantity and timeliness of flow of information between the Company management and the Board that is necessary for the Board to effectively and reasonably perform their duties.

By accepting this appointment, you have confirmed that you are able to allocate sufficient time to meet the expectations of your role.

B) The Company

- The Company shall provide you with adequate notice of the dates of proposed board meeting, general meetings, and meetings of board committees. As per the provision of the Companies Act, 2013 the Company is expected to give you an advance notice of minimum seven (7) days of every board and committee meetings. A meeting of the Board may be called at shorter notice to transact urgent business subject to the condition that at least one Independent Director shall be present at the meeting and in case of absence of Independent Directors from such a meeting of the Board, decisions taken at such a meeting shall be circulated to all the Directors and shall be final only on ratification thereof by at least one Independent Director. The notice of the Board / Committee meetings will be provided along with the agenda of the Board / Committee meetings.
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- The Company shall inform the Directors about any upcoming events in the Company.
- The Company shall ensure that director is update about latest happening in the industry and in the field of law applicable on the Company by allowing them to visit the seminars held in these respect.
- The Company has established an effective whistle blower mechanism so that the Directors can raise their concerns.
- It shall be the responsibility of the Company to provide the Independent Director with all the information and documents they validly require to fulfill their functions.
- The Company shall ensure that the Independent Directors are aware of their statutory obligations.

3. CODE OF CONDUCT, FUNCTIONS AND DUTIES

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4. LIABILITY

As an Independent Director, you will be liable only in respect of such acts of omission or commission by a Company which had occurred with your knowledge, attributable through Board processes, and with your consent or connivance or where you had not acted diligently.

5. TECHNOLOGY

Being a Director, you may make use of video, telephone, electronic mail, any other technology which permits each Director to communicate with every other Director, or any combination of these technologies for the purpose of calling and holding Directors' meetings.

You may attend the board or committee meeting through video conferencing or other audio visual means subject to the applicable provisions of the Companies Act, 2013.

6. CONFLICT OF INTEREST

By accepting this appointment you will be deemed to have confirmed that any other position you hold including your directorships in other organizations, shall not give rise to any conflicts of interest in relation to your appointment as an Independent Director of the Company. Should you become aware of any conflict or potential conflict during your appointment, you are expected to notify the Company Secretary.

As an Independent Director you shall not engage in any activity/ies that is not expected from you as an Independent Director.

7. DISCLOSURES

You shall be required to submit certain information in the prescribed forms on a defined periodicity. The Company Secretary shall be the coordinating officer for this.

You are required to disclose to the Company your interests and any matters (excluding those matters which may be subject to legal professional privilege) which affect your independence.

During your tenure as an Independent Director you are required to give a declaration that you meet the criteria of independent every financial year as provided under Section 149 of the Companies Act, 2013. Format of Disclosure is enclosed as **Annexure – II.**

8. DIRECTORS' FEES

You shall be paid a sitting fee of Rs. 10,000/- for attending the each meeting of Board and Audit Committee and Rs. 2,000/- for the other Committee meetings attended by you, as per the provision of Section 197 of the Companies Act, 2013 and the Articles of Association of the Company.

The Company shall reimburse you all travelling, hotel, and other incidental expenses properly and reasonably incurred by you in performance of duties as per provisions of the Companies Act, 2013 in conjunction with the Company rules and policies.

As an Independent Director you shall not be entitled to any stock option and shall not be covered by any pension scheme.

9. REVIEW

The performance of individual Directors, the whole Board and its Committees is evaluated annually. If, in the interim, there are any matters which cause you concern about your role you should discuss them with the Managing Director or the Chairman as soon as you can.

10. CODE OF CONDUCT

You are required to abide by the Code of Conduct prescribed for all Board members and senior management of the Company and Code of Conduct for Prevention of Insider Trading for employees including Directors, as issued by the Company. Copy enclosed herewith as **Annexure – III.**

11. INDUCTION & TRAINING

Where possible, Directors will be encouraged to attend special training courses by various professional bodies to ensure that the Directors are refreshed and equipped to perform their role in the highest standards and performance possible. You should feel free to request any further information which you require, at any time.

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The Company may obtain a Directors' & Officers' liability Insurance Policy for you. Details of the same will be provided by the Company Secretary as and when such policy is taken by the Company.

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Under Company law, Directors have a right of access to Company's documents and records, including financial records.

Any confidential information which may come to your knowledge in the performance of your duties as a Director of the Company must not be divulged, except so far as:

- d) may be necessary in connection with the proper performance of your duties to the Company;
- e) the Company may from time to time authorise you to disclose such information as may be required by you with the condition that you will take all reasonable precautions as may be necessary to maintain the secrecy and confidentiality of all confidential information of the Company; or
- f) You may be required by law to disclose.

14. APPLICABLE LAW

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

Kindly confirm your agreement to the terms set out above by signing the endorsement on the enclosed copy of this. Please return the copy to me at the above address. In returning this letter duly signed, you agree that the Company may make this letter publicly available.

Yours sincerely

For HB Stockholdings Limited

**Sd/-
Lalit Bhasin
(CHAIRMAN)
DIN: 00002114**

I have read and agree to the above terms regarding my appointment as an Independent Non-Executive Director.

**Sd/-
Signature
Harbans Lal
(Director)
DIN: 00076405**

HBSH/ 2014-2015

Dated 24th September, 2014

Mr. Pradeep Kumar Mittal
171, Chitra Vihar
Delhi 110 092

Dear Mr. Mittal,

On behalf of all the Board members of HB Stockholdings Limited, I would like to express my gratitude to you as an Independent Board member since last 13 years. Your contributions have been significant.

The purpose of this letter is to inform you about the new provisions related to the Independent Director (ID) introduced under the new Company law i.e. Companies Act, 2013. The Act, 2013 has specifically defined the roles, duties, liabilities and the manner of appointment of IDs on the Board and various Committees of the Company. The newly enacted Companies Act, 2013 and the recent amendments by SEBI to the Listing Agreement require that a Company should issue appointment letter to all its Independent Directors.

You have already been a member of the Board since 07-03-2001, and have been performing your expected role. However, in fulfillment of the requirements of the revised law, we are pleased to issue this formal appointment letter to you. This letter will set out the terms of your appointment and your roles, duties, responsibilities and liability as an Independent Director on the Board of HB Stockholdings Limited.

Kindly return the duplicate copy of this letter, and the Terms of Appointment enclosed herewith, duly signed by you in confirmation.

We look forward to your continued support and guidance.

Thanking you,

Yours sincerely
For HB Stockholdings Limited

Sd/-
Lalit Bhasin
(CHAIRMAN)
DIN: 00002114

Encl: As above

Terms of Appointment of Independent Director

On behalf of the Company I write to confirm your appointment as an Independent Non-Executive Director of HB Stockholdings Limited ("HBSL" or "Company"), as per the provision of the Companies Act, 2013 with effect from 23-09-2014. I set out below the terms of your appointment:

1. TERM OF OFFICE

You have been appointed as an Independent Non-Executive Director for a period of five (5) years effective from 23-09-2014 which has been duly approved by the members of the Company in the 27th Annual General Meeting held on 23-09-2014. You shall not be liable to retire by rotation as per the relevant provisions of the Companies Act, 2013 and Listing Agreement.

Your appointment is subject to the provisions of Companies Act, 2013 regarding appointment, fees, expenses, retirement, disqualification and removal of directors. You may cease to hold office as a Director.

At any time you may resign by written notice. It is desirable that you give the Chairman reasonable forewarning of your intention to resign or to not seek re-appointment where that is possible so that the Company can plan for succession of skills and experience on the Board; and you may be required to vacate office for any reason pursuant to any of the provisions of the Companies Act, 2013; or

You may be removed as a director or otherwise required to vacate office under any applicable law and under the Article of Association of the Company.

Your performance as an Independent Director will be reviewed during your tenure with the Company in accordance with processes agreed by the Board from time to time. You agree to participate in such reviews.

2. COMMITMENTS

A.) Independent Director

You will be expected to devote such time as is necessary for the proper performance of your duties and as an Independent Director. You will be involved in a number of board and committee meetings each year. You should strive to attend all the scheduled quarterly Board Meetings; General Meetings; Committees Board Meetings and other meetings or attendance as necessary.

As an independent director you should strive to hold and present in at least one meeting in a year without the presence of non-independent directors and members of management with the sole objective of:

- (a) review the performance of non-independent directors and the Board as a whole;
- (b) review the performance of the Chairperson of the company, taking into account the views of executive directors and non-executive directors:

- (c) Assess the quality, quantity and timeliness of flow of information between the Company management and the Board that is necessary for the Board to effectively and reasonably perform their duties.

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B.) The Company

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- g) may be necessary in connection with the proper performance of your duties to the Company;
- h) the Company may from time to time authorise you to disclose such information as may be required by you with the condition that you will take all reasonable precautions as may be necessary to maintain the secrecy and confidentiality of all confidential information of the Company; or
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14. APPLICABLE LAW

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

Kindly confirm your agreement to the terms set out above by signing the endorsement on the enclosed copy of this. Please return the copy to me at the above address. In returning this letter duly signed, you agree that the Company may make this letter publicly available.

Yours sincerely

For HB Stockholdings Limited

**Sd/-
Lalit Bhasin
(CHAIRMAN)
DIN: 00002114**

I have read and agree to the above terms regarding my appointment as an Independent Non- Executive Director.

**Sd/-
Signature
Pradeep Kumar Mittal
(Director)
DIN: 00165315**

Power, duties and responsibility of Independent Director

A. PROFESSIONAL CONDUCT

As an Independent director of the Company, you shall:

- a) uphold ethical standards of integrity and probity;
- b) act objectively and constructively while exercising your duties;
- c) exercise your responsibilities in a bona fide manner in the interest of the Company;
- d) devote sufficient time and attention to your professional obligations for informed and balanced decision making;
- e) not allow any extraneous considerations that will vitiate his exercise of objective Independent judgment in the paramount interest of the Company as a whole, while concurring in or dissenting from the collective judgment of the Board in its decision making;
- f) not abuse your position to the detriment of the Company or its shareholders or for the purpose of gaining direct or indirect personal advantage or advantage for any associated person;
- g) refrain from any action that would lead to loss of your independence;
- h) where circumstances arise which make you as an independent Director lose your independence, you must immediately inform the Board accordingly;
- i) assist the Company in implementing the best corporate governance practices.

B. ROLE AND FUNCTIONS

As an Independent director of the Company, you shall:

- a) help in bringing an Independent judgment to bear on the Board's deliberations especially on issues of strategy, performance, risk management, resources, key appointments and standards of conduct;
- b) bring an objective view in the evaluation of the performance of board and management;
- c) scrutinize the performance of management in meeting agreed goals and objectives and monitor the reporting of performance;
- d) satisfy yourself on the integrity of financial information and that financial controls and the systems of risk management are robust and defensible;
- e) safeguard the interests of all stakeholders, particularly the minority shareholders;
- f) balance the conflicting interest of the stakeholders;
- g) determine appropriate levels of remuneration of executive Directors, Key Managerial Personnel and senior management and have a prime role in appointing and where necessary recommend removal of executive Directors, Key Managerial Personnel and senior management;
- h) moderate and arbitrate in the interest of the Company as a whole, in situations of conflict between management and shareholder's interest.

C. DUTIES

As an Independent director of the Company, you shall:

- a) undertake appropriate induction and regularly update and refresh their skills, knowledge and familiarity with the Company;
- b) seek appropriate clarification or amplification of information and, where necessary, take and follow appropriate professional advice and opinion of outside experts at the expense of the Company;
- c) strive to attend all meetings of the Board of Directors and of the Board committees of which you are a member;
- d) participate constructively and actively in the committees of the Board in which you are a chairperson or a member;
- e) strive to attend the general meetings of the Company;
- f) ensure that your concerns about the running of the Company or a proposed action are addressed by the Board and, to the extent that they are not resolved, insist that their concerns are recorded in the minutes of the Board meeting;
- g) keep yourself well informed about the Company and the external environment in which it operates;
- h) not to unfairly obstruct the functioning of an otherwise proper Board or committee of the Board;
- i) pay sufficient attention and ensure that adequate deliberations are held before approving related party transactions and assure themselves that the same are in the interest of the Company;
- j) ascertain and ensure that the Company has an adequate and functional vigil mechanism and to ensure that the interests of a person who uses such mechanism;
- k) are not prejudicially affected on account of such use;
- l) report concerns about unethical behaviour, actual or suspected fraud or violation of the Company's code of conduct or ethics policy;
- m) acting within your authority, assist in protecting the legitimate interests of the Company, shareholders and its employees;
- n) not disclose confidential information including commercial secrets, technologies, advertising and sales promotion plans, unpublished price sensitive information, unless such disclosure is expressly approved by the Board or required by law.

To,

Annexure - II

**The Board of Directors,
HB Stockholdings Limited
Plot No. 31, Echelon Institutional Area
Gurgaon – 122 001**

Sub: Declaration under sub-section (6) of Section 149;

I, _____, hereby certify that I am a Non-executive Director of **HB Stockholdings Limited** and comply with all the criteria of independent director envisaged in Clause 49 of the Listing Agreement and applicable provisions of Companies Act, 2013 as & when it may be notified. I hereby certify that:

- (i) I am not a promoter of the company or its holding, subsidiary or associate company;
- (ii) I am not related to promoters or directors in the company, its holding, subsidiary or associate company;
- (iii) I have/had no pecuniary relationship with the company, its holding, subsidiary or associate company, or their promoters, or directors, during the two immediately preceding financial years or during the current financial year;
- (iv) None of my relatives has or had pecuniary relationship or transaction with the company, its holding, subsidiary or associate company, or their promoters, or directors, amounting to two per cent or more of its gross turnover or total income or fifty lakh rupees or such higher amount as may be prescribed, whichever is lower, during the two immediately preceding financial years or during the current financial year;
- (v) Neither me nor any of my relatives—
 - (A) holds or has held the position of a key managerial personnel or is or has been employee of the company or its holding, subsidiary or associate company in any of the three financial years immediately preceding the financial year
 - (ii) is or has been an employee or proprietor or a partner, in any of the three financial years immediately preceding the financial year of—
 - (A) a firm of auditors or company secretaries in practice or cost auditors of the company or its holding, subsidiary or associate company; or
 - (B) any legal or a consulting firm that has or had any transaction with the company, its holding, subsidiary or associate company amounting to 10% or more of the gross turnover of such firm;
 - (iii) holds together with his relatives 2% or more of the total voting power of the company; or
 - (iv) is a Chief Executive or director, by whatever name called, of any nonprofit organisation that receives 25% or more of organization from the company, any of its promoters, directors or its holding, subsidiary or associate company or that holds 2% or more of the total voting power of the company;

Thanking you,
Yours faithfully,

Director
DIN: _____

Date:
Place:

Code of Business Conduct and Ethics

Preamble

This Code of Conduct ("Code" hereinafter) has been adopted by the Board of Directors of the Company as a set of standards, values and guidelines for Directors and Senior Management personnel of the Company so as to promote ethical behaviour and provide guidance to help them recognize and deal with ethical issues in pursuit of Company's goals and objectives from time to time.

The Code is not exhaustive and does not cover every issue that may arise or every situation where ethical decisions must be made rather set forth broad guiding principles to deal with them.

Applicability

This Code of conduct is applicable to all

- Directors;
- Functional Heads;
- Senior executives;
- Any other employee or officer of the Company who has the opportunity to materially influence the integrity, strategy and operation of the business and financial performance of the Company;

The Code is applicable with effect from 1st day of January 2006 (As amended upto 17th May, 2014) and each and every person to whom the provisions of this Code extends or applies shall sign the acknowledgement form at the end of this Code and return the same as a token of having received, read and understood and having agreed to comply and adhere to the provisions of this Code.

As required under the Listing Agreement, each year as part of annual review, all employees, officers to whom the code applies and directors would be required to sign an acknowledgement indicating their continued adherence to the provisions of this Code.

Duties of Independent Directors

The independent directors shall:

- (1) undertake appropriate induction and regularly update and refresh their skills, knowledge and familiarity with the Company;
- (2) seek appropriate clarification or amplification of information and, where necessary, take and follow appropriate professional advice and opinion of outside experts at the expense of the Company;
- (3) strive to attend all meetings of the Board of Directors and of the Board committees of which he is a member;
- (4) participate constructively and actively in the committees of the Board in which they are chairpersons or members;
- (5) strive to attend the general meetings of the Company;

- (6) where they have concerns about the running of the Company or a proposed action, ensure that these are addressed by the Board and, to the extent that they are not resolved, insist that their concerns are recorded in the minutes of the Board meeting;
- (7) keep themselves well informed about the Company and the external environment in which it operates;
- (8) not to unfairly obstruct the functioning of an otherwise proper Board or committee of the Board;
- (9) pay sufficient attention and ensure that adequate deliberations are held before approving related party transactions and assure themselves that the same are in the interest of the Company;
- (10) ascertain and ensure that the Company has an adequate and functional vigil mechanism and to ensure that the interests of a person who uses such mechanism are not prejudicially affected on account of such use;
- (11) report concerns about unethical behaviour, actual or suspected fraud or violation of the Company's code of conduct or ethics Policy;
- (12) acting within his authority, assist in protecting the legitimate interests of the Company, shareholders and its employees;
- (13) not disclose confidential information, including commercial secrets, technologies, advertising and sales promotion plans, unpublished price sensitive information, unless such disclosure is expressly approved by the Board or required by law.

Conflict of Interests

All Directors and the employees to whom this Code applies shall conduct themselves in an honest and ethical manner and act in the best interest of the Company and shall endeavour to avoid actual or apparent conflicts of interest with that of the Company in personal and professional relationships.

Generally, a conflict of interest occurs when a director's / employee's personal interest interferes or has the potential to interfere, or appears to interfere materially with the interests or business of the Company; or the ability of the director/employee to carry out his or her duties and responsibilities objectively and effectively.

Although it would not be possible to visualize and enumerate here each and every situation in which a conflict of interest may arise, the following situations illustrates where conflict of interest arises:

- Working, in any capacity, for a competitor, customer, supplier or other third party while employed by the Company.
- Accepting gifts of more than modest value or receiving personal and exclusive discounts (if such discounts are not generally offered to the public) or other benefits as a result of the position in the Company from a competitor, customer or supplier.
- Having an interest in a transaction involving the Company, a competitor, customer or supplier (other than as an employee, officer or director of the Bank and not including routine investments in publicly traded companies).
- Receiving a loan or guarantee of an obligation as a result of the position with the Company.
- Directing business to a supplier owned or managed by, or which employs, a relative or friend.

In the event that an actual or apparent conflict of interest arises between the personal and professional relationship or activities of an employee, officer or director, the employee, officer or director involved is required to handle such conflict of interest in an ethical manner in accordance with the provisions of this Code.

Corporate Opportunities

In carrying out their duties and responsibilities, directors and the employees to whom this Code applies, should endeavour to advance the legitimate interests of the Company when the opportunity to do so arises. Accordingly they should avoid: (a) taking for themselves personally opportunities that are discovered in carrying out their duties and responsibilities to the Company; (b) using Company property or information, or their position for personal gain; and (c) competing with the Company, in each of the foregoing cases, to the material detriment of the Company.

Fair Dealing

Each person to whom this Code applies shall deal fairly with customers, suppliers, competitors, the public and one another at all times and in accordance with ethical business practices. No one should take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts or any other unfair dealing practice. No payment in any form shall be made directly or indirectly to or for anyone for the purpose of obtaining or retaining business or obtaining any other favourable action.

Occasional business gifts to and entertainment of non-employees in connection with business discussions or the development of business relationships are generally deemed appropriate in the conduct of the Company's business. However, extending of such gifts should be infrequent and their value should be modest. Gifts or entertainment in any form that would likely result in a feeling or expectation of personal obligation should not be extended or accepted.

Protection and proper use of Company's Assets

It is the duty and responsibility of each person to whom the provisions of this Code extend, to protect Company's assets and resources from any loss, theft or misuse. Any suspected loss, misuse or theft should be promptly brought to the notice of the higher management for taking appropriate action. The Company's assets and resources shall be applied and used only for the legitimate business purposes of the Company.

Legal Compliances

The Company is committed to conduct its business operations with integrity and in full compliances of all legal and regulatory requirements. Accordingly no employee, officer or director of the Company shall commit an illegal or unethical act or instruct others to do so for any reason.

Trading on Inside Information

Using non-public information to trade in securities of the Company, or providing a family member, friend or any other person with a "tip", is illegal. All non-public information should be considered inside information and should never be used for personal gain.

The Board of Directors of the Company has already put in place a Code of Conduct for Prevention of Insider Trading, copies of which have been circulated / distributed to all applicable employees, officers and directors. Accordingly all the Officers, employees and directors shall continue to adhere and follow the provisions of the said Code as amended by the Board from time to time.

Confidentiality

All persons to whom this Code applies should observe the confidentiality of information that they acquire in carrying out their duties and responsibilities, except where disclosure is approved by the Company or legally mandated. Confidential information includes, but is not limited to, all non-public information that might be of use to competitors, or harmful to the Company or its customers, if disclosed. Of special sensitivity is financial information, which should under all circumstances be considered confidential.

Compliance with this Code and Reporting of any illegal or unethical behavior

It is the responsibility of each employee, officers and directors to whom this Code applies to strictly adhere and comply with the guiding principles and provisions contained herein and to report to appropriate higher authorities, Audit Committee or Board of Directors as the case may be, as and when any instance of violations or unethical conduct is noticed.

Waivers and Amendments

Any waiver of, or amendment to, the requirements of this Code may only be authorised by the Board of Directors, and will be subject to public disclosure to the extent required by law or the listing standards/requirement.

Code of Conduct for Prevention of Insider Trading

*(As approved by the Board of Directors of the Company
at its Meeting held on 30th July 2003)*

Policy and Objectives

The Company endeavors to preserve the confidentiality of unpublished price sensitive information and to prevent misuse of such information. The Company is committed to transparency and fairness in dealing with all stakeholders and in ensuring adherence to all laws and regulations.

Every director, officer, designated employee of the Company has a duty to safeguard the confidentiality of all such information obtained in the course of his or her work at the Company. No director, officer, designated employee may use his or her position or knowledge of the Company to gain personal benefit or to provide benefit to any third party.

To achieve these objectives, HB Stockholdings Limited (herein after referred to as "the Company") hereby notifies that this code of conduct is to be followed by all directors, designated employees, their dependent relatives and connected persons.

Part A - Definitions

'Insider Trading': When insiders use unpublished price sensitive information to arrive at securities trading buying as well as selling) decisions, the action is referred to as insider trading;

***'Insider' means any person who**

- (i) ***is or was connected with the Company or is deemed to have been connected with the Company and who is reasonably expected to have access to unpublished price sensitive information in respect of securities of the Company, or***
- (ii) ***has received or has had access to such unpublished price sensitive information.***

'Company' means HB Stockholdings Limited;

'Compliance Officer' means the Company Secretary for the time being of the Company;

'Connected Persons' means any person who

1. is a director of the Company; or
2. an officer or employee of the Company; or
3. has a professional or business relationship with the Company

'Deemed Connected Persons' means and includes:

1. Any group Company, Company under the same management or subsidiary of the Company;
2. Dependent Family Members of Connected Persons;
3. Bankers of the Company;

**Amended vide resolution of the Board of Directors passed in their meeting held on 29th May, 2009, consequent upon SEBI's amendment in Insider Trading Regulations vide its notification dated 19th November, 2008.*

4. Merchant Banker, Share Transfer Agent, Registrar to an issue, Debenture Trustee, Broker, Portfolio Manager, Investment Advisor, Sub-broker or any employee thereof having a fiduciary relationship with the Company;
5. Trustees of any trust the beneficiaries of which include any of the Connected Persons;
6. Trustees of any trust who are conferred with the Power of Attorney to act on behalf of beneficiaries, who are connected persons, in respect of securities of the Company;
7. Any person who was a connected person, whether temporary or permanent six months prior to an act of insider trading;
8. Persons having professional or business relationship between themselves and the Company, whether temporary or permanent and by virtue of such relationship are expected to be in possession of price-sensitive information;
9. Any other person or category of persons mentioned in Regulation 2 of the SEBI (Prohibition of Insider trading) Regulations, 1992;

'Dealing in Securities' means buying, selling or agreeing to subscribe, sell or deal in any securities of the Company either as principal or agent and includes exercising of options;

'Officer' means and includes any employee of the Company in the rank of Officer and includes statutory and internal auditors of the Company;

'Designated Employee' shall mean:

1. All Directors;
2. President and all the employees in the Finance & Accounts and Secretarial Departments of the Company; and
3. Employees designated by the Chairman from time to time to whom the trading restrictions shall be applicable.

'Dependent Family Members' shall mean the employee's spouse, dependent parents and dependent children;

'Price Sensitive Information' any information, which relates directly or indirectly to the Company and which if published, is likely to materially affect the price of securities of the Company.

Explanation: The following shall be deemed to be price sensitive information:-

1. periodical financial results of the Company;
2. intended declaration of dividends (both interim and final);
3. issue of securities or buy-back of securities;
4. any major expansion plans or execution of new projects;
5. amalgamation, mergers or takeovers;
6. disposal of the whole or substantial part of the undertaking;
7. any significant changes in policies, plans or operations of the Company.
8. Any information which, if disclosed, in the opinion of the person disclosing the same is likely to materially affect the prices of the securities of the Company;

***'Prohibited Period'** means;

1. The period commencing from the day when the date of meeting of Board of Directors to consider that item is notified to the Stock Exchange or the circulation of Agenda whichever is earlier and ending after 48 hours from the time the Price Sensitive information is made public.
2. Such other period as may be specified by the Compliance Officer from time to time in consultation with the Chairman.

'Free Period' means any Period other than the Prohibited Period.

Words and expressions not defined in these Regulations shall have the same meaning as contained in SEBI (Prohibition of Insider Trading) Regulations, 1992 or the Securities and Exchange Board of India Act, 1992.

Part B

1. Compliance Officer

The Company has appointed the Company Secretary as compliance officer who shall report to the Chairman and Managing Director of the Company.

1.1 Duties of Compliance Officer

- a) He shall maintain a record of designated employees and any changes made to the list of Connected Persons.
- b) He may in consultation with the Chairman and shall as directed by the Board, specifies Prohibited Period from time to time and immediately make an announcement thereof.
- c) He shall maintain a record of Prohibited Period specified from time to time.
- d) He shall be responsible for setting forth policies, procedures, monitoring adherence to the rules for the preservation of 'Price-Sensitive Information', 'pre-clearing of Designated Employees' and their dependents' trades, monitoring of trades and the implementation of the Code of Conduct under the overall supervision of the Board of the Company.
- e) He shall maintain records of all the declarations submitted in the appropriate form given by the Directors, Officers, designated Employees for a minimum period of three years.
- f) He shall place before the Chairman, on a monthly basis all the details of the dealing in the securities by Designated Employees, Directors, Officers of the Company and the accompanying documents that such persons had executed under the pre-dealing procedure as envisaged in these rules.
- g) He shall from time to time inform the Stock Exchanges of any price sensitive information on immediate basis.
- h) He shall intimate to all Stock Exchanges on which the securities of the Company are listed the information received under clause 6 of Part B.
- i) He shall be responsible for overseeing and coordinating disclosure of price sensitive information to Stock Exchanges, analysts, shareholders and media and educating staff on disclosure policies and procedure and report to the Chairman.

**Amended in view of the alignment of the regulations due to change in the Listing Agreement.*

- j) He shall ensure that prohibited period is intimated to all concerned at least 48 hours before the commencement of the said period (in respect of matters relating to declaration of financial results and for other matters simultaneous with intimation to Stock Exchange or Circulation of Agenda papers whichever is earlier.
- k) He shall inform SEBI of any violation of SEBI (Prohibition of Insider Trading) Regulations, 1992 within 7 days of knowledge of violation.

2. Preservation of "Price Sensitive Information"

Designated Employees, Directors, Officers shall maintain the confidentiality of all Price Sensitive Information. Employees/directors shall not pass on such information to any person directly or indirectly by way of making a recommendation for the purchase or sale of securities. Following practices should be followed in this regard.

2.1 Need to Know

Unpublished Price Sensitive Information is to be handled on a "need to know" basis, i.e., Price Sensitive Information should be disclosed only to those within the Company who need the information to discharge their duty and whose possession of such information will not give rise to a conflict of interest or appearance of misuse of information. All non-public information directly received by an employee should immediately be reported to the head of the Department/Compliance Officer.

2.2 Limited access to confidential information

Files containing confidential information shall be kept secure. Computer files must have adequate security of login and pass word, etc. Files containing confidential information should be deleted / destroyed after its use. Shredder should be used for the destruction of physical files.

3. Prohibition on Dealing, Communicating or Counseling on Matters Relating to Insider Trading No Insider shall: –

- a) either on his own behalf, or on behalf of any other person, deal in securities of the Company when in the possession of any unpublished price sensitive information;
- b) Communicate, counsel or procure, directly or indirectly any unpublished price sensitive information to any person. However these restrictions shall not be applicable to any communication required in the ordinary course of business or under any law.

4. Trading Restrictions

All directors and designated employees of the Company shall be subject to trading restrictions as enumerated below:

-

4.1 Trading Window

The period prior to declaration of price sensitive information is particularly sensitive for transactions in the Company's securities. This sensitivity is due to the fact that the Directors, Officers and Designated Employees will, during that period, often possess unpublished price sensitive information. During such sensitive times, the Directors, Officers and Designated Employees will have to forego the opportunity of trading in the Company's securities. The Directors, Officers and Designated Employees of the Company shall not deal in the securities of the Company when the trading window is closed.

4.2 *The trading window shall be, inter alia, closed at the time of: -*

- a) Declaration of Financial results (quarterly, half-yearly and annual)
- b) Declaration of dividends (interim and final)
- c) Issue of securities by way of public/ rights/bonus, etc.
- d) Any major expansion plans or execution of new projects
- e) Amalgamation, mergers, takeovers and buy-back
- f) Disposal of whole or substantially whole of the undertaking
- g) Any changes in policies, plans or operations of the Company disruption of operations due to natural calamities;
- h) Commencement of any new commercial production/commercial operations where the contribution therefrom is likely to exceed 5% of the total turnover of the Company during that financial year;
- i) Developments with respect to changes in pricing/realisation on goods and services arising out of changes in government Policy;
- j) Litigation/dispute with a material impact;
- k) Revision of credit ratings assigned to any debt or equity instrument of the Company;
- l) Any information which, if disclosed, in the opinion of the person disclosing the same is likely to materially affect the prices of the securities of the Company;

4.3 ***The Trading Window shall remain closed commencing from the day when the date of meeting of Board of Directors to consider that item is notified to the Stock Exchange or the circulation of Agenda whichever is earlier and ending after 48 hours from the time the Price Sensitive information is made public/submitted to the Stock Exchange.**

4.4 ***The trading window shall be opened 48 hours after the information referred in clause 4.2 is made public.**

4.5 All Directors, Officers, Designated Employees of the Company shall conduct all their dealings in the securities of the Company only during the free period and shall not deal in any transaction involving the purchase or sale of the Company's securities during the prohibited periods or during any other period as may be specified by the Company from time to time.

5. Pre-clearance of trades

All Directors, Officers, Designated Employees of the Company ****and their dependents** who intend to deal in the securities of the Company in excess of **5000 equity shares** in number shall pre-clear the transactions as per the pre-dealing procedure as described hereunder.

5.1 Pre-dealing Procedure

An application for pre-clearance of trade may be made in Form 'A' to the Compliance Officer.

**Amended in view of the alignment of the regulations due to change in the Listing Agreement.*

***Amended vide resolution of the Board of Directors passed in their meeting held on 29th May, 2009, consequent upon SEBI's amendment in Insider Trading Regulations vide its notification dated 19th November, 2008.*

An undertaking shall be executed in favour of the Company by such Designated Employee, Director, Officer incorporating, inter alia, the following clauses, as may be applicable:

1. That the employee/ director/officer does not have any access or has not received "Price Sensitive Information" up to the time of signing the undertaking.
2. That in case the Designated Employee, Director, Officer has access to or receives "Price Sensitive Information" after the signing of the undertaking but before the execution of the transaction he or she shall inform the Compliance officer of the change in his position and that he or she would completely refrain from dealing in the securities of the Company till the time such information becomes public.
3. That he or she has not contravened the code of conduct for prevention of insider trading as notified by the Company from time to time.
4. That he or she has made a full and true disclosure in the matter

The Compliance Officer shall on receiving an application provide the Director, Officer, and Designated Employee with an acknowledgement on the duplicate of the application. The Compliance Officer shall grant approval within 2 days from the date of acknowledgement. The Compliance Officer shall retain copies of all applications and acknowledgements. In exceptional circumstances consent may not be given if the Compliance officer is of the opinion that the proposed deal is on the basis of possession of any unpublished Price sensitive information. There shall be no obligation to give reasons for any withholding of consent. If so requested by the Compliance Officer, Director, Officer, Designated Employee must ensure that his stockbroker is authorised to disclose to the Company all matters relevant to his share dealings.

In the case of purchase/sale of securities by the Compliance Officer it shall require prior clearance from the Chairman.

5.2 Other restrictions

All Directors, Officers, Designated Employees ****and their dependents*** shall execute their order in respect of securities of the Company *within one week* after the approval of pre-clearance is given. If the order is not executed within one week after the approval is given, the Directors, Officers, and Designated Employees must pre clear the transaction again.

****All Directors/ Officers/ and Designated Employees who buy or sell any number of shares of the Company shall not enter into an opposite transaction i.e. sell or buy any number of shares during the next six months following the prior transaction. All directors/officers/designated employees shall also not take positions in derivative transactions in the shares of the Company at any time.***

****In the case of subscription in the primary market (initial public offers), the above mentioned entities shall hold their investments for a minimum period of 30 days. The holding period would commence when the securities are actually allotted.***

In case the sale of securities is necessitated by personal emergency, the compliance officer may waive the holding period after recording in writing his or her reasons in this regard. An application for waiver of holding period shall be made to the Compliance Officer in Form 'B'.

**Amended vide resolution of the Board of Directors passed in their meeting held on 29th May, 2009, consequent upon SEBI's amendment in Insider Trading Regulations vide its notification dated 19th November, 2008.*

6. Reporting Requirements for transactions in securities

6.1 Initial Disclosures

Every Director, Officer and Designated Employee of the Company on being appointed as such shall disclose to the Company, in Form 'C', the number of shares or voting rights in the Company held by him and their dependent members within *2 working days of becoming a Director or Officer or Designated Employee of the Company.

6.2 Continual Disclosures

1. Every Director and Officer of the Company shall disclose to the Company, in Form 'F', the number of shares or voting rights in the Company held by him and change in his shareholding or voting rights from the last disclosure made under this Clause or under Clause 6.1, if such *change* exceeds Rupees Five lakhs in value or 25,000 shares or 2% of the total shareholding or voting rights, whichever is lower or any revised limits notified by SEBI from time to time.

"Change" means a net change arrived at after taking netting off purchases and sale of securities.

2. The aforesaid disclosure has to be made within *2 working days of :-
 - a) the receipt of intimation of allotment of shares; or
 - b) the acquisition or sale of shares or voting rights as the case may be.
3. The disclosures under this Clause shall be sent to the Compliance Officer of the Company.

6.3 Quarterly/Annual Disclosures

All Directors, Officers, Designated Employees and their dependent family members dealing in the Securities of the Company shall be required to forward following details of their Securities transactions including the holdings of dependent family members to the Compliance officer:

1. All holdings in securities of the Company by Directors, Officers, Designated Employees at the time of joining the Company;
2. In respect of existing Directors, Officers, Designated Employees, all holdings in securities of the Company as on 30th April 2003;
3. Statement of any transactions in securities of the Company, whether pre-clearance of trade was obtained or not, in Form 'D' on a quarterly basis within 15 days from the end of each quarter; and
4. Annual statement of all holdings in securities of the Company in Form 'E' as on March 31 of each year, before April 30 of that year.

6.4 Placing of Initial/Quarterly/Annual Disclosures to the Board of Directors

The Compliance Officer shall place all disclosures received/made under Clauses 6.1, 6.2 and 6.3, in the next meeting of Board of Directors held after receipt of such disclosures.

6.5 Disclosure by the Company to Stock Exchanges

Within *2 days of the receipt of the information under Clause 6.1 and 6.2, the Compliance Officer shall disclose to all Stock Exchanges, on which the Company is listed, the information received.

**Amended vide resolution of the Board of Directors passed in their meeting held on 29th May, 2009, consequent upon SEBI's amendment in Insider Trading Regulations vide its notification dated 19th November, 2008.*

6.6 Records of disclosures received by the Company

The Compliance officer shall maintain records of all the declarations in the appropriate form given by the Directors, Officers, and Designated Employees for a minimum period of three years.

The Compliance officer shall place before the Chairman, on a monthly basis all the details of the dealing in the securities by the Designated Employees, Directors, Officers of the Company and the accompanying documents that such persons had executed under the pre-dealing procedure as envisaged in this code.

7. Penalty for contravention of Code of Conduct

Any Director, Officer, Designated Employee who trades in securities or communicates any information for trading in securities, in contravention of the code of conduct may be penalised and appropriate action may be taken by the Company.

Directors, Officers, Designated Employees of the Company who violate this Code of Conduct shall also be subject to disciplinary action by the Company, which may include wage, salary freeze, suspension, withholding of promotions, etc.

The action by the Company shall not preclude SEBI from taking any action in case of violation of the SEBI (Prohibition of Insider Trading) Regulations, 1992.

8. Information to SEBI in case of violation of the SEBI (Prohibition of Insider Trading) Regulations, 1992

In case it is observed by the Company and / or Compliance Officer that there has been a violation of the SEBI (Prohibition of Insider Trading) Regulations, 1992, SEBI shall be informed by the Company.