CAPACIT'E
INFRAPROJECTS LIMITED

Ref : CS/ID APPT/1805/2018-19
Date : May 18, 2018

To,
Mr. Arun Vishnu Karambelkar
701, Tulsi CHS, Indulkar Road
Vile Parle East Mumbai 400057

Ref : Declaration and Consent received dated May 11, 2018

Sub : Appointment as an Independent Director of Capacit'e Infraprojects Limited.

Dear Sir,

We are pleased to inform you that the Board of Directors of the Company at their Meeting held on May 18, 2018 have passed the resolution for your appointment as an Independent Director of the Company for period of three years pursuant to the provision stated under the Companies Act, 2013 (Act) and provisions of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015. This letter sets out the terms of your appointment as an Independent Director.

Your relationship with the Company will be that of an Independent Director and shall not be a contract for employment in the Company. The terms of your appointment, as set out in this letter, are subject to the extant provisions of the:

i. applicable laws, including the Act and Regulation 16 , 17 and 24 of SEBI (Listing Obligations and Disclosures Requirements) and other regulations as may be applicable, proposed to be entered into, as amended provisions from time to time and;
ii. Articles of Association of the Company.

1. Appointment and term thereof:

Your appointment as a Non-executive Independent Director on the Board of Directors of Capacit'e Infraprojects Limited (the Board) will be for a term of three (3) years and shall take effect from May 18, 2018, unless terminated earlier or extended, as per the provisions of this letter or applicable laws. The word "term" should be construed as defined under the Act and the Listing Agreement. As an Independent Director, you will not be liable to retire by rotation. The Company has adopted the provisions with respect to appointment and term of Independent Directors, which is in consistent with the Act and the Listing Agreement.

2. Committee/s of the Board of Directors:

The Board may, request to be appointed on one or more Board Committees or any such Committee that may be constituted in the future. Your appointment on such Committee(s) will be subject to the applicable regulations. We request you to allocate requisite time attend such meetings and give your valuable inputs.

3. Role, Duties and Responsibilities:

a) As member of the Board you along with the other Directors will be collectively responsible for meeting the objectives of the Board which include:

- Requirements under the Companies Act, 2013.
- Responsibilities of the Board as outlined in the Corporate Governance requirements as prescribed by Stock Exchanges under 16, 17 and 24 of SEBI (Listing Obligations and Disclosures Requirements) and other regulations as may be applicable under the Listing Agreement.

- Accountability under the Director's Responsibility Statement.

- Securities & Exchange Board of India (Prohibition of Insider Trading) Regulation, 2015, which inter-alia prohibits disclosure or use of unpublished price sensitive information.
- Overseeing the maintenance of high standards of values and ethical conduct of business.
- Providing an objective view in the evaluation of performance of Board and Management and also scrutinize the performance of Management in connection with agreed goals and objectives.
- Active participation in all meetings of the Board and Committees of which you are a chairperson/member as well as the General Meetings of the Company.
- Acting 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 interests of the Company, its employees, the shareholders, the community and for the protection of environment.
- Exercising duties with due and reasonable care, skill and diligence and shall exercise independent judgment.
- 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.
- Disclosure of 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.

b) 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 as per Regulation 16, 17 and 24 of SEBI (Listing Obligations and Disclosures Requirements) and other regulations as may be applicable.

c) You also responsible for providing guidance in the area of your expertise & experience.

4. Performance Appraisal / Evaluation of the Board:

As an Independent Director, you are required to evaluate performance of the Board and individual directors. The criteria for evaluation shall be determined by the Nomination & Remuneration Committee constituted in accordance with Section 178 of the Companies Act, 2013 and disclosed in the Company's Annual Report. However, the actual evaluation process shall remain confidential and shall be a constructive mechanism to improve the effectiveness of the Board/Committees.

5. Disclosures regarding other Directorships, Business Interests, personal details:

During the Term, you agree to promptly notify the Company of:

a) any change/s in your Directorships and provide such other disclosures and information as may be required under the applicable laws.
b) disclosure of, upon becoming aware of, any potential conflict of interest with your position as Independent Director of the Company
c) conflict of interest issues with your existing Directorships, if any.
d) any change in circumstances which may affect your status as an Independent Director.
e) dealings in shares/ securities of the Company based on any confidential price sensitive information obtained being a Member of the Board.
f) Any change/s in personal/ KYC details

6. Remuneration:

You will be paid such remuneration by way of sitting fees as may be approved by the Board for attending every meeting of the Board duly convened after your appointment, subject to modification by the Board from time to time. The Company will pay or reimburse to you expenditure/s, as may be incurred by your while performing your role as an Independent Director of the Company.

You are eligible for Commission up to 0.30% of the annual profits of the Company be distributed subject to ceiling of Rs. 3,00,000 to each such Independent Director, the aggregate of which shall not exceed one per cent of the Net Profit of the Company per annum computed in the manner prescribed under Section 198 of the Companies Act, 2013, in such amount and proportion and in such manner and in all such respects as may be determined by the Board of Directors from time to time be and is hereby recommended for approval of the Shareholders in Annual general Meeting of the Company.

7. Termination:

Your Directorship on the Board of the Company 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 of the Company.

You may resign from the Directorship of the Company by giving a notice in writing to the Company stating the reasons for resignation. 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. 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 regulations 16, 17 and 24 of SEBI (Listing Obligations and Disclosures Requirements) and other regulations as may be applicable, you agree to promptly submit relevant communication in this regard.

8. Co-operation:

In the event of any claim or litigation against the Company, based upon any alleged conduct, act or omission on your part during your Term, you agree to render all reasonable assistance and co-operation to the Company and provide such information and documents as are necessary and reasonably requested by the Company or its counsel.

9. Governing Law:

This document 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. If you are willing to accept these terms of appointment relating to your appointment as a Non-Executive Independent Director of Capacit'e Infraprojects Ltd., kindly confirm your acceptance of these terms by signing and returning to us the enclosed copy of this letter.

10. Miscellaneous:

- This letter represents the entire understanding, and constitutes the whole agreement, in relation to your appointment and supersedes previous agreement between yourself and the Company, if any, with respect thereto and, without prejudice to the generality of the foregoing, excludes any warranty, condition or other undertaking implied at law or by custom.

- No waiver or modification of this letter shall be valid unless made in writing and signed by you and the Company.

- As per regulation 16, 17 and 24 of SEBI (Listing Obligations and Disclosures Requirements) and other applicable regulations and clauses of the Listing Agreement, this letter along with your detailed profile shall be disclosed on the website of the Company and the relevant Stock Exchange.

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11. Acceptance of Appointment:

The Board requests you to kindly accept the appointment. 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.

Yours sincerely,

For CAPACIT'E INFRAPROJECTS LIMITED

CAPACIT'E INFRAPROJECTS LIMITED

Rohit Katyal
Executive Director & Chief Financial Officer
DIN: 00252944

Date : May 18, 2018
Place : Mumbai

AGREED AND ACCEPTED

I have read and understood the terms of my appointment as a Non-Executive Independent Director of the Company and I hereby affirm my acceptance to the same.

Karambelkar

Name : Mr. Arun Vishnu Karambelkar
DIN : 02151606

Date : May 18, 2018
Place : Mumbai