



DIVINE POWER ENERGY LIMITED

(formerly known as PDRV Enterprises Pvt. Ltd.)

Manufacturers of : Winding Wires and Strips (Fiberglass/DPC/DCC/SE)

Director's letter of Appointment

Dear Mr. Vikram Grover
5H/11, NIT,
Faridabad, Haryana-121001

Subject: Appointment as Independent Director of Divine Power Energy Limited (the Company).

On the behalf of the Company, I write further to your appointment as an Independent Director of the Company. The term of the Appointment, which shall in the event be subject to the Articles of Association of the Company, are set out below.

Appointment

1. In compliance with the provision of section 149, 152, 161 of the Companies Act, 2013, your directorship is not subject to annual election by shareholders at the Company's Annual General Meeting. The appointment shall be for a consecutive period of five years with effect from the date December 19, 2023 to December 18, 2028.
2. Notwithstanding the other provisions of this Letter, the Appointment may be terminated in accordance with the provision of the Articles of Association of the Company or on failure to meet the parameters of independence defined in section 149(6) or on the occurrence of any events as defined in section 167 of the Companies Act, 2013.
3. Upon termination or upon your resignation for any reason, duly intimated to the company, you will not be entitled to any damages for the loss of office and compensation will be payable to you in respect of any unexpired portion of the term of Appointment.

Time Commitment

4. You will devote such time to the affairs of company as is required by your duties as Independent Director. We envisage that, on average, this would take the equivalent of between two and three hours per meeting, recognizing, however that particular events may require you to devote to the Company on occasion more time than this.
5. By accepting the Appointment, you confirm that you will be in position to allocate sufficient time to meet the expectations of your role.

Role

6. You will perform the duties of Independent Director in accordance with the Company's Articles of Association and the Code for Independent Director as defined in Schedule IV of the Companies Act, 2013 and any documents relating to the respective duties of the Independent Directors is approved by the Board of Directors.

Fees

7. You will be paid a sitting fees for your services as an Independent Director as may be agreed between you and the Board Meeting and Committee Meeting attended by you in person or through video conferencing for all meetings upto the date of the next Annual General Meeting.

Works: Plot No. 56/1 & 56/2, Site IV Industrial Area, Sahibabad, Ghaziabad (U.P.)-201010

Registered Office: Unit No. Offices, I Floor, CSC-II, B-Block, Surajmal Vihar, Delhi-110092

Email: info@dpel.in | www.dpel.in | Phone: 011-36001992/2842



Vikram Grover

[Signature]

8. You will have no entitlement to any bonus shares during the Appointment and no entitlement to participate in the Employees Stock Option Scheme operated by the Company or any Group Company.

Expenses

9. In addition to the fees described in the paragraph 7 above, the company will reimburse you for all reasonable out of pocket expenses necessarily incurred in carrying out your duties from time to time. You should submit any details of expenses together with appropriate receipts so incurred to Company Secretary.

External Advices

10. In order to enable you to carry out the duties of your office you will, after consultation with the Company Secretary if that is practicable (and, if appropriate, jointly with any other Independent Director whose interest are as same as yours), be entitled to seek your external independent advise at the expense of the Company.

Other directorship and business interests

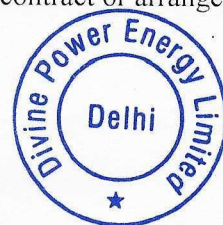
11. The Company acknowledges that you have business interest other than those of the Company and that you have declared any conflicts that are apparent at present. Under the Companies Act, 2013, there are a number of statutory duties, which are the personal responsibility of each Independent Director and not the Company, such duties are of particular relevance and are as follows:

- Undertake appropriate induction and regularly update and refresh their skills, knowledge and familiarities with the company;
- Seek appropriate clarification or amplification of information;
- Strive to attend all meetings of the Board of Directors and of the Board committees of which he is a member Participate constructively and actively in the committees of the Board in which you are chairpersons or members;
- Strive to attend the general meeting of the Company;
- Where there are concerns about the running of the Company or proposed action ensure that these are addressed by the Board and to the extent that they are not resolved, insist that your concerns are recorded in the minutes of the Board meeting;
- Keep yourself well informed about the company and the external environment in which it operates;
- Not to unfairly obstruct the functioning of an otherwise proper Board or Committee of the Board;
- Pay sufficient attention and ensure that the adequate deliberations are held before approving related party transactions and assure that the same are in the interest of the Company;
- Ascertain and ensure that the Company has an adequate and functional vigil mechanism and to ensure that the interest of a person who use such mechanism are not prejudicially affected on account of such use;
- Report concerns about unethical behavior, actual or suspected fraud or violation of the Company's code of conduct or ethics policy;
- Acting within your authority, assist in protecting the legitimate interests of the company shareholders and its employees;
- Not disclose confidential information, including commercial secrets, technologies, advertising and sales promotion plan, unpublished price sensitive information, unless such disclosure is expressly approved by the Board or required by law.

In the event that you become aware of any potential conflicts of interest, they should be disclosed to the Company Secretary as soon as they become apparent.

12. If you are directly or indirectly concerned or interested in a contract or arrangement entered in to or to be entered in to;

Vikram Choudhary



- a) With any Board Corporate in which you are individually or in association with any director hold more than two percent shareholding of that body corporate or are a Promoter, Manager, Chief Executive Officer of that body corporate.
- b) With a firm or other entity in which you are a partner, owner, or member, as the case may be.

Shall disclose the nature of the said concern or interest at the meeting of the board in which such contracts or arrangement is to be discussed and shall not participate in such meeting provided that if you are not concerned or interested at the time of entering into such contract or arrangement, but become concerned or interested in future, the disclosure shall be made at the first board meeting held after you become interested.

Code of Conduct

13. During the appointment you are required to comply with any relevant regulations as contained in Schedule IV under Companies Act, 2013 (**Annexure A**) including the Model Code for Securities Transactions by Directors of the Company, and such other requirements as the Board of Directors of the Company may from time to time specify.

Confidentiality

14. You must apply the highest standards of confidentiality and not disclose to any person or company (whether during the course of the Appointment or at any time after its termination), any confidential information concerning the Company and any Group Companies with which you come into contact by virtue of your position as an Independent Director.
15. Your attention is also drawn to the requirement under both legislation and regulation as to the disclosure of price-sensitive information. Consequently, you should not make any statement that might risk a breach of the requirements.
16. On termination of the Appointment you will deliver to the Company all books, documents, papers, and other property of or relation to the business of the Company or any Group Company which are in your possession, custody or power by virtue of your position as an Independent Director of the Company. The Company is able to arrange the disposal of papers which you no longer require.

Review Process

17. Your performance as Independent Director will be reviewed by the entire Board. Based on the report of performance evaluation, the decision of extending the term of appointment shall be made.

Publication of the Letter of Appointment

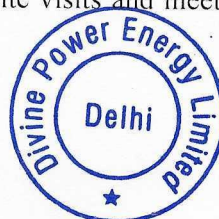
18. In line with the provision of Clause IV sub clause 6 of Schedule IV, under Companies Act, 2013, the Company will make public the term and conditions of your appointment and will also arrange for it to be on displayed on the Company's website.

Membership of the Committees

19. The letter refers to yours appointment as an Independent Director of the Company. In the event that you are also asked to serve on one or more of the other Board Committees this will be covered in a separate communication setting out the relevant committee's terms of reference and any specific responsibility.

Induction

20. Immediately after the date of the Appointment, the Company will provide a comprehensive induction to help you build up an understanding of the Company, its business and the market in which it operates. The Company will arrange for site visits and meetings with senior and middle management and the Company's auditors.

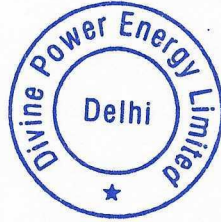


General

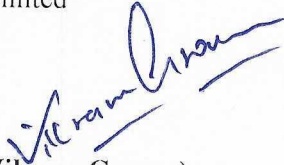
21. This Letter and any non- contractual obligations arising out of or in connection with this Letter are governed be, and shall be construed in accordance with, the Law of India.
22. Please confirm your agreement to the above by signing and returning the enclosed duplicate of this Letter.

Yours sincerely,
For Divine Power Energy Limited
(Formerly known as PDRV Enterprises Pvt Ltd)


Rajesh Giri
Managing Director
DIN: 02324760



I have read and agree to the above terms regarding my appointment as Director of Divine Power Energy Limited


(Vikram Grover)
DIN: 09692781



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Manufacturers of : Winding Wires and Strips (Fiberglass/DPC/DCC/SE)

Director's letter of Appointment

Dear Ms. Deepika Gaur
C-713, Near Adarsh Public School,
Vikas Puri, West Delhi-110018

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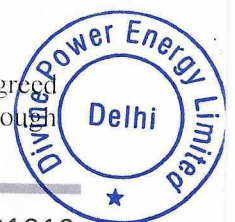
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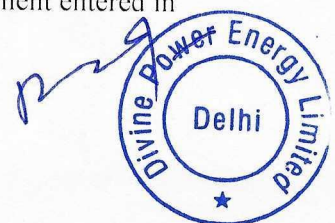
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Joseph



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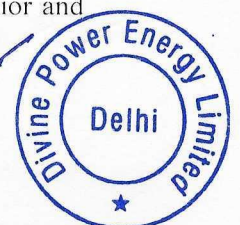
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[Handwritten signature]

[Handwritten signature]



General

21. This Letter and any non- contractual obligations arising out of or in connection with this Letter are governed be, and shall be construed in accordance with, the Law of India.
22. Please confirm your agreement to the above by signing and returning the enclosed duplicate of this Letter.

Yours sincerely,
For Divine Power Energy Limited
(Formerly known as PDRV Enterprises Pvt Ltd)


Rajesh Giri
Managing Director
DIN: 02324760



I have read and agree to the above terms regarding my appointment as Director of Divine Power Energy Limited


(Deepika Gaur)
DIN: 07948326