



THE GRAND BHAGWATI
HOTELS • BANQUETS • CONVENTIONS • CLUB

To,

09th November, 2020

Mrs. Jasmin Doshi
A-206, sukomal Appartment,
Aksharjyot flats,
Ramdevnagar, Satellite
Ahmedabad- 380015

Dear Sir,

Sub: Appointment as an Additional Director designated as Independent Director

We thank you for your confirmation to TGB Banquets and Hotels Limited (the "Company") that you meet the "Independence" criteria as envisaged in Section 149(6) of the Companies Act, 2013 and Pursuance to Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and also for your consenting to hold office as an Independent director of the Company.

Pursuant to your confirmation, we are please to confirm that the board has approved your appointment as an Additional Director designated as an Independent Director on the Board of the Company.

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

The terms of your appointment, as setout below in this letter, are subject to the extant provisions of the (1) applicable laws, including Companies Act, 2013 and Pursuance to Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 of the Listing Agreement (as amended from time to time) and (2) Article of Association of the Company ("AOA").

1. Appointment:

Your appointment as an Additional Director designated as Independent Director upto the ensuing General Meeting of the Company, and will be regularize for a term of five consecutive years subject to approval of the Members of the Company at the ensuing General Meeting of the Company.

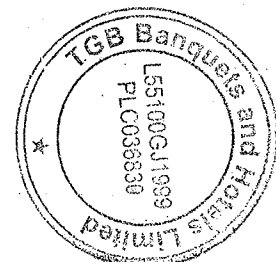
As an independent Director you will not be liable to retire by rotation.

Your re-appointment at the end of the term shall be based on the recommendation of the Nomination Committee and subject to the approval of the Board and Shareholders of the Company. Your re-appointment would be considered by the Board based on the outcome of the performance evaluation process and you continuing to meet the independence criteria.

During your tenure as an Independent Director, you may be asked to serve on one or more of the Board Committees, Copies of the terms of reference for each of those committees would be provided to you at the appropriate time, if not already provided for.

2. Role, Duties & 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 includes:-



TGB BANQUETS AND HOTELS LIMITED

(Formerly known as Bhagwati Banquets and Hotels Limited)

S.G. Road, Ahmedabad - 380054, Gujarat, India. Ph. : 079 26841000, Fax : 079 26840915

E-mail : info@tgbhotels.com Website : www.tgbhotels.com

CIN : L55100GJ1999PLC036830



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- i. Requirements under Companies Act, 2013,
 - ii. Responsibilities of the Board as outlined in the Corporate Governance requirement as prescribed by stock exchanges under Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015,
 - iii. Accountability under the Directors Responsibility Statement,
 - iv. Overseeing the maintenance of high standards of the ethical values and fair conduct of business,
 - v. Protecting and enhancing the values for the stakeholders.
- B. You shall abide by the 'Code for Independent Directors' as outlined in Schedule IV to Section 149(8) of the Companies Act, 2013 and Pursuance to Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 to perform such duties as described under Section 166 of the Companies Act, 2013 and or any such other duties authorised by the board of directors under the provisions of the Companies Act, 2013. For your ready reference, the relevant provisions have been extracted and attached to this letter as **Annexure-1**,
- C. You will also be responsible for providing guidance in the area of your expertise.

3. Time Commitment:

The Company expects a commitment of sufficient time and attention as necessary in order to perform your duties. This will include attendance at regular and emergency Board meeting, any separate meeting of the Independent Director and the Annual General Meeting. You may also be required to attend regular meetings of any Board committee of which you are a member, in addition you will be expected to devote appropriate preparation time ahead of each meeting.

4. Sitting Fees / Commission:

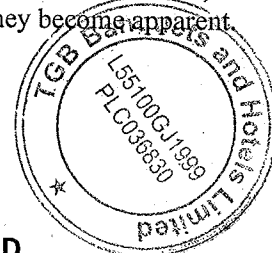
- A. You will be paid such remuneration by way of sitting fees for meetings of the board and its Committees as may be decided by the board and approved by the shareholder from time to time.
- B. Further you will also be paid remuneration by way of commission as may be approved by the board and the shareholders from time to time.
- C. The sitting fees presently paid to the Non-executive Independent Director is Rs. 20000 (Twenty Thousand Rupees Only) per meeting of the board or a committee thereof.

5. Reimbursement of Expenses:

- A. In addition to the fee described in 4 above, the Company will reimburse you for all reasonable and properly documented expenses you incur in performing your role. You may submit any details of expenses incurred to the Company Secretary.
- B. During the appointment, circumstances may arise in the furtherance of your duties as a Director when it will be appropriate for you to seek advice from independent advisors at the Company's expense. The Company will reimburse the full cost of expenditure incurred as deemed necessary.

6. Other directorships and business interests:

- A. The Company acknowledges that you may have business interests other than those of the Company and that you may have declared any conflicts that are apparent at present. In the event that you become aware of any potential conflicts of interest, not declared so far, these may be disclosed to the Chairman and Company Secretary as soon as they become apparent.



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- B. During the Appointment, you may please inform us prior to accepting any other (or further) directorships of publicly quoted companies or any major external appointments, to avoid any conflict of interest with your current position in the Company.

7. Induction and Development:

The Company shall, if required, conduct formal induction program for its independent Directors which may include any or all of the following:

- i. Board roles and responsibilities, whilst seeking to build working relationship among the Board members,
- ii. Company's vision, strategic direction, core values, ethics and corporate governance practices,
- iii. Familiarization with financial matters, management team and business operations,
- iv. Meetings with stakeholders, visits to business locations and meetings with senior and middle management.

The Company shall, as may be required, supports Directors to continually update their skills and knowledge and improve their familiarity with the Company and its business. The Company will fund/arrange for training on all matters which are common to the whole Board.

8. Changes of personal details:

During the Term, you shall promptly intimate the Company Secretary and the Registrar of Companies in the prescribed manner, of any change in address or other contact and personal details provided to the Company.

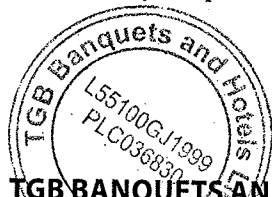
9. Code of Conduct & other compliances:

During the Appointment, you will comply with any relevant regulations as may be issued by the Government of India and such other authorized bodies as set up by the Government on its behalf, including the Code for Independent Directors, Insider Trading Code and such other requirements as the Board of Directors may from time to time specify.

At the first meeting of the Board in every financial year or whenever there is any change in the circumstances which may affect your status as an independent director, you shall give a declaration to that effect confirming that you meet the criteria of independence as provided in Section 149 (6) of the Companies Act, 2013.

10. Confidentiality:

- A. 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 a Non-Executive Independent Director of the Company.
- B. Your attention is drawn to the requirements under both legislation and regulation as to the disclosure of price-sensitive information. Consequently you should avoid making any statements that might risk a breach of these requirements without prior clearance from the Chairman or Company Secretary.
- C. On termination of the Appointment, you will deliver to the Company all books, document, papers and other property of or relating to the business of the Company which are in your possession, custody or power by virtue of your position as a Non-Executive Independent Director of the Company.



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11. Performance Review Process

The performance of individual Directors and the whole Board and its Committees shall be evaluated by the Remuneration & Nomination Committee. If, in the interim, there are any matters arising in connection with your role as a Non-Executive Independent Director which cause you concern, you may discuss with us as soon as appropriate.

12. Termination:

- A. 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 Companies Act, 2013 your directorship may be terminated for violation of any provision of the Code of Conduct of the Company as applicable to Non-Executive Directors.
- B. 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.
- C. 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 2013 Act or, if applicable, you fail to meet the criteria for "independence" under the provisions of Clause 49 of the Listing Agreement, you agree to promptly submit your resignation to the Company with effect from the date of such change.

13. Re- appointment:

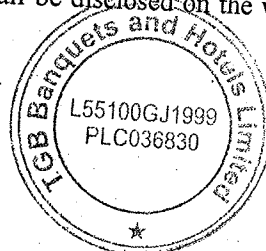
Continuation of your appointment is contingent on your getting re-elected by the shareholders in accordance with provisions of Companies Act, 2013 and the Articles of Association of the Company, from time to time in force. You will not be entitled to compensation if the shareholders do not re-elect you at any time.

14. Cooperation:

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 cooperation to the Company and provide such information and documents as are necessary and reasonably requested by the Company or its counsel.

15. Miscellaneous:

- A. This letter represents the entire understanding, and constitutes the whole agreement, in relation to your appointment and supersedes any previous agreement between yourself and the Company 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.
- B. No waiver or modification of this letter shall be valid unless made in writing and signed by you and the Company.
- C. As per SEBI (Listing Obligations Disclosure Requirements) Regulations, 2015, if applicable, this letter along with your detailed profile shall be disclosed on the website of the Company and the relevant stock exchanges.



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16. Acceptance of Appointment:

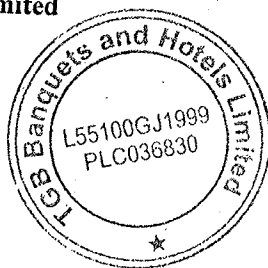
We are confident that the Board and the Company will benefit immensely from your rich experience and we are eager to have you as an integral part of the growth of our Company. If these terms of appointment are acceptable to you, please confirm your acceptance by signing and returning the enclosed copy of this letter.

We thank you for your continued support and commitment to the Company.

Yours sincerely,

For TGB Banquets and Hotels Limited

Narendra G. Somani
Chairman & Managing Director
DIN: 00054229



To,

TGB Banquets and Hotels Limited

I have read and I agree to the above terms regarding my appointment as a Non- executive Independent Director of TGB Banquets and Hotels Limited.

Jasmin Jaykumar Doshi
DIN: 08686876

Place: Ahmedabad

Date: 09.11.2020

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To,

23rd, January, 2020

Mr. Mansukhlal A. Nakrani
205, "Vedant" 7-Kalpana Colony,
B/h. Ganesh Plaza, Navrangpura,
Ahmedabad – 380 009

Dear Sir,

Sub: Appointment as an Additional Director designated as Independent Director

We thank you for your confirmation to TGB Banquets and Hotels Limited (the "Company") that you meet the "Independence" criteria as envisaged in Section 149(6) of the Companies Act, 2013 and Pursuance to Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and also for your consenting to hold office as an Independent director of the Company.

Pursuant to your confirmation, we are please to confirm that the board has approved your appointment as an Additional Director designated as an Independent Director on the Board of the Company.

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

The terms of your appointment, as set out below in this letter, are subject to the extant provisions of the (1) applicable laws, including Companies Act, 2013 and Pursuance to Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 of the Listing Agreement (as amended from time to time) and (2) Article of Association of the Company ("AOA").

1. Appointment:

Your appointment as an Additional Director designated as Independent Director upto the ensuing General Meeting of the Company, and will be regularize for a term of five consecutive years subject to approval of the Members of the Company at the ensuing General Meeting of the Company.

As an independent Director you will not be liable to retire by rotation.

Your re-appointment at the end of the term shall be based on the recommendation of the Nomination Committee and subject to the approval of the Board and Shareholders of the Company. Your re-appointment would be considered by the Board based on the outcome of the performance evaluation process and you continuing to meet the independence criteria.

During your tenure as an Independent Director, you may be asked to serve on one or more of the Board Committees, Copies of the terms of reference for each of those committees would be provided to you at the appropriate time, if not already provided for.

2. Role, Duties & 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 includes:-



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- i. Requirements under Companies Act, 2013,
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 - iv. Overseeing the maintenance of high standards of the ethical values and fair conduct of business,
 - v. Protecting and enhancing the values for the stakeholders.
- B. You shall abide by the 'Code for Independent Directors' as outlined in Schedule IV to Section 149(8) of the Companies Act, 2013 and Pursuance to Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 to perform such duties as described under Section 166 of the Companies Act, 2013 and or any such other duties authorised by the board of directors under the provisions of the Companies Act, 2013. For your ready reference, the relevant provisions have been extracted and attached to this letter as Annexure-1 ,
- C. You will also be responsible for providing guidance in the area of your expertise.

3. Time Commitment:

The Company expects a commitment of sufficient time and attention as necessary in order to perform your duties. This will include attendance at regular and emergency Board meeting, any separate meeting of the Independent Director and the Annual General Meeting. You may also be required to attend regular meetings of any Board committee of which you are a member, in addition you will be expected to devote appropriate preparation time ahead of each meeting.

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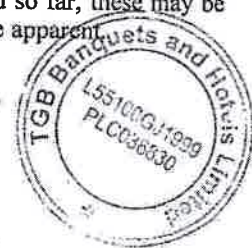
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- C. The sitting fees presently paid to the Non-executive Independent Director is Rs. 20000 (Twenty Thousand Rupees Only) per meeting of the board or a committee thereof.

5. Reimbursement of Expenses:

- A. In addition to the fee described in 4 above, the Company will reimburse you for all reasonable and properly documented expenses you incur in performing your role. You may submit any details of expenses incurred to the Company Secretary.
- B. During the appointment, circumstances may arise in the furtherance of your duties as a Director when it will be appropriate for you to seek advice from independent advisors at the Company's expense. The Company will reimburse the full cost of expenditure incurred as deemed necessary.

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- B. During the Appointment, you may please inform us prior to accepting any other (or further) directorships of publicly quoted companies or any major external appointments, to avoid any conflict of interest with your current position in the Company.

7. Induction and Development:

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- Board roles and responsibilities, whilst seeking to build working relationship among the Board members,
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The Company shall, as may be required, supports Directors to continually update their skills and knowledge and improve their familiarity with the Company and its business. The Company will fund/arrange for training on all matters which are common to the whole Board.

8. Changes of personal details:

During the Term, you shall promptly intimate the Company Secretary and the Registrar of Companies in the prescribed manner, of any change in address or other contact and personal details provided to the Company.

9. Code of Conduct & other compliances:

During the Appointment, you will comply with any relevant regulations as may be issued by the Government of India and such other authorized bodies as set up by the Government on its behalf, including the Code for Independent Directors, Insider Trading Code and such other requirements as the Board of Directors may from time to time specify.

At the first meeting of the Board in every financial year or whenever there is any change in the circumstances which may affect your status as an independent director, you shall give a declaration to that effect confirming that you meet the criteria of independence as provided in Section 149 (6) of the Companies Act, 2013.

10. Confidentiality:

- A. 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 a Non-Executive Independent Director of the Company.
- B. Your attention is drawn to the requirements under both legislation and regulation as to the disclosure of price-sensitive information. Consequently you should avoid making any statements that might risk a breach of these requirements without prior clearance from the Chairman or Company Secretary.
- C. On termination of the Appointment, you will deliver to the Company all books, document, papers and other property of or relating to the business of the Company which are in your possession, custody or power by virtue of your position as a Non-Executive Independent Director of the Company.



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11. Performance Review Process

The performance of individual Directors and the whole Board and its Committees shall be evaluated by the Remuneration & Nomination Committee. If, in the interim, there are any matters arising in connection with your role as a Non-Executive Independent Director which cause you concern, you may discuss with us as soon as appropriate.

12. Termination:

- A. 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 Companies Act, 2013 your directorship may be terminated for violation of any provision of the Code of Conduct of the Company as applicable to Non-Executive Directors.
- B. 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.
- C. 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 2013 Act or, if applicable, you fail to meet the criteria for "independence" under the provisions of Clause 49 of the Listing Agreement, you agree to promptly submit your resignation to the Company with effect from the date of such change.

13. Re- appointment:

Continuation of your appointment is contingent on your getting re-elected by the shareholders in accordance with provisions of Companies Act, 2013 and the Articles of Association of the Company, from time to time in force. You will not be entitled to compensation if the shareholders do not re-elect you at any time.

14. Cooperation:

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 cooperation to the Company and provide such information and documents as are necessary and reasonably requested by the Company or its counsel.

15. Miscellaneous:

- A. This letter represents the entire understanding, and constitutes the whole agreement, in relation to your appointment and supersedes any previous agreement between yourself and the Company 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.
- B. No waiver or modification of this letter shall be valid unless made in writing and signed by you and the Company.
- C. As per SEBI (Listing Obligations Disclosure Requirements) Regulations, 2015, if applicable, this letter along with your detailed profile shall be disclosed on the website of the Company and the relevant stock exchanges.



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16. Acceptance of Appointment:

We are confident that the Board and 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.

We thank you for your continued support and commitment to the Company.

Yours sincerely,

For TGB Banquets and Hotels Limited

Narendra G. Somani
Chairman & Managing Director
DIN: 00054229



To,

TGB Banquets and Hotels Limited

I have read and I agree to the above terms regarding my appointment as a Non- executive Independent Director of TGB Banquets and Hotels Limited.

Mansukhlal A. Nakrani
DIN: 02055297

Place: Ahmedabad
Date: 27.01.2020

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To,

Date: 14.08.2021

To,

Mr. Nishit Bharatbhai Popat

Block No-56/B, Street No. 3,
Stree Ram Society, B/h. RTO,
Marketing Yard,
Rajkot- 360003
Mob. No: +91 9909170671

Dear Sir,

Sub: Appointment as an Additional Director designated as Independent Director

We thank you for your confirmation to TGB Banquets and Hotels Limited (the "Company") that you meet the "Independence" criteria as envisaged in Section 149(6) of the Companies Act, 2013 and Regulation 25 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and also for your consenting to hold office as a director of the Company.

Pursuant to your confirmation, we are please to confirm that the board and the shareholder have approved your appointment as an Independent Director on the Board of the Company.

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

The terms of your appointment, as set out below in this letter, are subject to the extant provisions of the (1) applicable laws, including Companies Act, 2013 and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (as amended from time to time) and (2) Article of Association of the Company ("AOA").

1. Appointment:

Your appointment as an additional director designated as Independent Director with effect from meeting of the Board Directors held on 14th August, 2021, upto the ensuing general meeting of the Company and will be regularize for a term of five consecutive years subject to approval of the members of the Company at the ensuing general meeting of the Company.

As an Independent Director you will not be liable to retire by rotation.

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4. Sitting Fees / Commission:

- A. You will be paid such remuneration by way of sitting fees for meetings of the board and its Committees as may be decided by the board and approved by the shareholder from time to time.

- B. Further you will also be paid remuneration by way of commission as may be approved by the board and the shareholders from time to time.
- C. The sitting fees presently paid to the Non-executive Independent Director is Rs. 20000/- per meeting of the board or a committee thereof.

5. Reimbursement of Expenses:

- A. In addition to the fee described in 4 above, the Company will reimburse you for all reasonable and properly documented expenses you incur in performing your role. You may submit any details of expenses incurred to the Company Secretary.
- B. During the Appointment, circumstances may arise in the furtherance of your duties as a Director when it will be appropriate for you to seek advice from independent advisors at the Company's expense. The Company will reimburse the full cost of expenditure incurred as deemed necessary.

6. Other directorships and business interests:

- A. The Company acknowledges that you may have business interests other than those of the Company and that you may have declared any conflicts that are apparent at present. In the event that you become aware of any potential conflicts of interest, not declared so far, these may be disclosed to the Chairman and Company Secretary as soon as they become apparent.
- B. During the Appointment, you may please inform us prior to accepting any other (or further) directorships of publicly quoted companies or any major external appointments, to avoid any conflict of interest with your current position in the Company.

7. Induction and Development:

The Company shall, if required, conduct formal induction program for its independent Directors which may include any or all of the following:

- i. Board roles and responsibilities, whilst seeking to build working relationship among the Board members,
- ii. Company's vision, strategic direction, core values, ethics and corporate governance practices,
- iii. Familiarization with financial matters, management team and business operations,
- iv. Meetings with stakeholders, visits to business locations and meetings with senior and middle management.

The Company shall, as may be required, supports Directors to continually update their skills and knowledge and improve their familiarity with the Company and its business. The Company will fund/arrange for training on all matters which are common to the whole Board.

8. Changes of personal details:

During the Term, you shall promptly intimate the Company Secretary and the Registrar of Companies in the prescribed manner, of any change in address or other contact and personal details provided to the Company.

9. Code of Conduct & other compliances:

During the Appointment, you will comply with any relevant regulations as may be issued by the Government of India and such other authorized bodies as set up by the Government on its behalf, including the Code for Independent Directors, Insider Trading Code and such other requirements as the Board of Directors may from time to time specify.

At the first meeting of the Board in every financial year or whenever there is any change in the circumstances which may affect your status as an independent director, you shall give a declaration to that effect confirming that you meet the criteria of independence as provided in Section 149 (6), in the format as per **Annexure- 2** to this Letter.

10. Confidentiality:

- A. 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 a Non-Executive Independent Director of the Company.
- B. Your attention is drawn to the requirements under both legislation and regulation as to the disclosure of price-sensitive information. Consequently you should avoid making any statements that might risk a breach of these requirements without prior clearance from the Chairman or Company Secretary.
- C. On termination of the Appointment, you will deliver to the Company all books, document, papers and other property of or relating to the business of the Company which are in your possession, custody or power by virtue of your position as a Non-Executive Independent Director of the Company.

11. Performance Review Process

The performance of individual Directors and the whole Board and its Committees shall be evaluated by the Remuneration & Nomination Committee. If, in the interim, there are any matters arising in connection with your role as a Non-Executive Independent Director which cause you concern, you may discuss with us as soon as appropriate.

12. Termination:

- A. 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 Companies Act, 2013 your directorship may be terminated for violation of any provision of the Code of Conduct of the Company as applicable to Non-Executive Directors.
- B. 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.
- C. 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 2013 Act or, if applicable, you fail to meet the criteria for "independence" under the provisions of Clause 49 of the Listing Agreement, you agree to promptly submit your resignation to the Company with effect from the date of such change.

13. Re- appointment:

Continuation of your appointment is contingent on your getting re-elected by the shareholders in accordance with provisions of Companies Act, 2013 and the Articles of Association of the Company, from time to time in force. You will not be entitled to compensation if the shareholders do not re-elect you at any time.

14. Cooperation:

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 cooperation to the Company and provide such information and documents as are necessary and reasonably requested by the Company or its counsel.

15. Miscellaneous:

- A. This letter represents the entire understanding, and constitutes the whole agreement, in relation to your appointment and supersedes any previous agreement between yourself and the Company 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.
- B. No waiver or modification of this letter shall be valid unless made in writing and signed by you and the Company.
- C. As per Clause 49 of the Listing Agreement, if applicable, this letter along with your detailed profile shall be disclosed on the website of the Company and the relevant stock exchanges.

16. Acceptance of Appointment:

We are confident that the Board and 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.

We thank you for your continued support and commitment to the Company.

Yours sincerely,

For, TGB Banquets and Hotels Limited



Narendra G. Somani
Chairman & Managing Director
DIN: 00054229

To,

TGB Banquets and Hotels Limited

I have read and I agree to the above terms regarding my appointment as a Non- executive Independent Director of TGB Banquets and Hotels Limited.

Nishit B. Popat

Signature

Mr. Nishit Bharatbhai Popat

Place: 14.08.2021

Date: Ahmedabad