

Dated: 01.12.2021

Sh. Bhavdeep Sardana,
C/o The Sukhjit Starch & Chemicals Limited,
Sarai Road,
Phagwara-144401.

Sub. : Your appointment as an Independent Director of the Company

Dear Sir,

We are pleased to inform you that you have been appointed as an Independent Director of the Company.

The terms of your appointment as an Independent Director are set out below.

A) Terms of appointment

1. Your appointment as Independent Director is for a period of five year commencing from 30.11.2021, unless terminated earlier or extended, as per the provisions of this Appointment Letter and / or the Act (hereinafter 'Term'). You shall not be liable to retire by rotation.
2. Re-appointment at the end of the Term shall be subject to the approval of the Board and Shareholders of the Company. Your appointment shall terminate automatically upon expiry of the term unless extended for second term.
3. Your appointment as an Independent Director of the Company is based, inter-alia, on the declaration by you that you meet the criteria as stated in section 149(6) of the Act, read with relevant rules thereof. If there is any change in circumstances affecting your independence, you are requested to inform the Board of Directors immediately, in terms of section 149(7) of the Act.
4. Your appointment and Tenure as Independent Director shall be consistent with section 149 of the Act and relevant rules thereof.
5. As per the approval of Board of Directors, you will be part of the following Committee:
 - a) Corporate Social Responsibility Committee-Chairman
6. As an Independent Director of the Company, you need to allocate sufficient time to meet the expectations from your role to the satisfaction of the Board. You are expected to actively participate at the meetings of the Board and its Committees and to help provide the Board in relation to the Company's strategy, performance, and risk management as well as ensuing high standards of financial probity and corporate governance.

B) Responsibilities

1. Your role and duties will be those normally required of a Non-Executive Independent Director under the Companies Act, 2013. There are certain duties prescribed for all Directors, both Executive and Non-Executive, which are fiduciary in nature and inter alia are as under:
2. You shall act in accordance with the Company's Articles of Association.

3. You shall act 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.
4. You shall discharge your duties with due and reasonable care, skill and diligence.
5. You shall not involve yourself in a situation in which you may have a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company/Group or bring discredit to it. Any situation that creates a conflict of interest between personal interests and the Company and its stakeholders' interests, must be avoided at all costs.
6. You shall not assign your office as Director and any assignments so made shall be void.
7. During the appointment, you will comply with all applicable laws and regulations of all the relevant regulatory and other authorities as may be applicable to the directors of unlisted public company.
8. The Company expects that you shall not take, undertake any act or thing which is against the interest of the Company or violates any provisions of the applicable laws. There are certain roles, functions and duties prescribed for all Independent Directors, which are listed in the 'Code for Independent Directors' as outlined in Schedule IV to the Companies Act, 2013. You shall abide by the said 'Code of Conduct for Independent Directors' as amended from time to time to the extent relevant and applicable to your role.

C) Remuneration

1. As an Independent Director you shall be paid such sitting fees for attending the meetings of the Board and the Committees as may be decided by the Board from time to time.
2. The Company may pay / reimburse you such fare and expenditure as may have been incurred by you for attending the meetings of the Board and Committees, on the production of original bills to the Company.

D) Confidentiality

1. All the information acquired by you during your term with the Company is confidential to the Company and you shall not disclose / release to any third party including competitor. Your obligation of confidentiality shall survive the termination or cessation of your directorship with the Company.

E) Disclosures

1. During the term, you agree to promptly notify the Company of any change in your directorships, and provide such other disclosures and information as may be required under the Act.

F) Termination

1. Your directorship on the Board of the Company shall terminate or cease in accordance with the applicable provisions of the Act and the relevant rules thereof.
2. You may resign from the directorship of the Company by giving a notice in writing to the Company stating the reasons of resignation.
3. If at any stage during the term, you fail to meet the criteria as stated in section 149(6) of the Act, you agree to promptly submit your resignation to the Company with effect from the date of such change.

G) Miscellaneous

1. This Letter of appointment is governed by and will be interpreted in accordance with Indian laws
2. You shall be provided with all the information and documents as shall be provided to the other directors on the Board of the Company.
3. No waiver or modification of this letter shall be valid unless made in writing and signed by you and the Company.

Your this letter of appointment will be open for inspection by any member and the Company will also be posted on the Company's website

Yours sincerely,
For Avon Cycles Limited

Sd/-
Onkar Singh Pahwa
Managing Director
DIN: 01189248

Accepted

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

Sd/-
(Bhavdeep Sardana)

Dated: 01.12.2021

Sh. Mahesh Kumar Mittal,
154/1, Maharani Jhansi Road,
Civil Lines,
Ludhiana.

Sub. : Your appointment as an Independent Director of the Company

Dear Sir,

We are pleased to inform you that you have been appointed as an Independent Director of the Company.

The terms of your appointment as an Independent Director are set out below.

A) Terms of appointment

1. Your appointment as Independent Director is for a period of five year commencing from 30.11.2021, unless terminated earlier or extended, as per the provisions of this Appointment Letter and / or the Act (hereinafter 'Term'). You shall not be liable to retire by rotation.
2. Re-appointment at the end of the Term shall be subject to the approval of the Board and Shareholders of the Company. Your appointment shall terminate automatically upon expiry of the term unless extended for second term.
3. Your appointment as an Independent Director of the Company is based, inter-alia, on the declaration by you that you meet the criteria as stated in section 149(6) of the Act, read with relevant rules thereof. If there is any change in circumstances affecting your independence, you are requested to inform the Board of Directors immediately, in terms of section 149(7) of the Act.
4. Your appointment and Tenure as Independent Director shall be consistent with section 149 of the Act and relevant rules thereof.
5. As an Independent Director of the Company, you need to allocate sufficient time to meet the expectations from your role to the satisfaction of the Board. You are expected to actively participate at the meetings of the Board and its Committees and to help provide the Board in relation to the Company's strategy, performance, and risk management as well as ensuing high standards of financial probity and corporate governance.

B) Responsibilities

1. Your role and duties will be those normally required of a Non-Executive Independent Director under the Companies Act, 2013. There are certain duties prescribed for all Directors, both Executive and Non-Executive, which are fiduciary in nature and inter alia are as under:
2. You shall act in accordance with the Company's Articles of Association.
3. You shall act 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.
4. You shall discharge your duties with due and reasonable care, skill and diligence.

5. You shall not involve yourself in a situation in which you may have a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company/Group or bring discredit to it. Any situation that creates a conflict of interest between personal interests and the Company and its stakeholders' interests, must be avoided at all costs.
6. You shall not assign your office as Director and any assignments so made shall be void.
7. During the appointment, you will comply with all applicable laws and regulations of all the relevant regulatory and other authorities as may be applicable to the directors of unlisted public company.
8. The Company expects that you shall not take, undertake any act or thing which is against the interest of the Company or violates any provisions of the applicable laws. There are certain roles, functions and duties prescribed for all Independent Directors, which are listed in the 'Code for Independent Directors' as outlined in Schedule IV to the Companies Act, 2013. You shall abide by the said 'Code of Conduct for Independent Directors' as amended from time to time to the extent relevant and applicable to your role.

C) Remuneration

1. As an Independent Director you shall be paid such sitting fees for attending the meetings of the Board and the Committees as may be decided by the Board from time to time.
2. The Company may pay / reimburse you such fare and expenditure as may have been incurred by you for attending the meetings of the Board and Committees, on the production of original bills to the Company.

D) Confidentiality

1. All the information acquired by you during your term with the Company is confidential to the Company and you shall not disclose / release to any third party including competitor. Your obligation of confidentiality shall survive the termination or cessation of your directorship with the Company.

E) Disclosures

1. During the term, you agree to promptly notify the Company of any change in your directorships, and provide such other disclosures and information as may be required under the Act.

F) Termination

1. Your directorship on the Board of the Company shall terminate or cease in accordance with the applicable provisions of the Act and the relevant rules thereof.
2. You may resign from the directorship of the Company by giving a notice in writing to the Company stating the reasons of resignation.
3. If at any stage during the term, you fail to meet the criteria as stated in section 149(6) of the Act, you agree to promptly submit your resignation to the Company with effect from the date of such change.

G) Miscellaneous

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2. You shall be provided with all the information and documents as shall be provided to the other directors on the Board of the Company.
3. No waiver or modification of this letter shall be valid unless made in writing and signed by you and the Company.

Your this letter of appointment will be open for inspection by any member and the Company will also be posted on the Company's website

Yours sincerely,
For Avon Cycles Limited

Sd/-
Onkar Singh Pahwa
Managing Director
DIN: 01189248

Accepted

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

Sd/-
(Mahesh Kumar Mittal)

Dated: 06.09.2021

Sh. Girish Paman Vanvari,
801, Martin Nest,
9, Central Avenue,
Santacruz West,
Mumbai - 400054

Sub. : Your appointment as an Independent Director of the Company

Dear Sir,

We are pleased to inform you that you have been appointed as an Independent Director of the Company.

The terms of your appointment as an Independent Director are set out below.

A) Terms of appointment

1. Your appointment as Independent Director is for a period of five year commencing from 06.09.2021, unless terminated earlier or extended, as per the provisions of this Appointment Letter and / or the Act (hereinafter 'Term'). You shall not be liable to retire by rotation.
2. Re-appointment at the end of the Term shall be subject to the approval of the Board and Shareholders of the Company. Your appointment shall terminate automatically upon expiry of the term unless extended for second term.
3. Your appointment as an Independent Director of the Company is based, inter-alia, on the declaration by you that you meet the criteria as stated in section 149(6) of the Act, read with relevant rules thereof. If there is any change in circumstances affecting your independence, you are requested to inform the Board of Directors immediately, in terms of section 149(7) of the Act.
4. Your appointment and Tenure as Independent Director shall be consistent with section 149 of the Act and relevant rules thereof.
5. As per the approval of Board of Directors, you will be part of the following Committees:
 - b) Audit Committee-Chairman
 - c) Nomination and Remuneration Committee-Member
6. As an Independent Director of the Company, you need to allocate sufficient time to meet the expectations from your role to the satisfaction of the Board. You are expected to actively participate at the meetings of the Board and its Committees and to help provide the Board in relation to the Company's strategy, performance, and risk management as well as ensuing high standards of financial probity and corporate governance.

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2. You shall act in accordance with the Company's Articles of Association.

3. You shall act 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.
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7. During the appointment, you will comply with all applicable laws and regulations of all the relevant regulatory and other authorities as may be applicable to the directors of unlisted public company.
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Yours sincerely,
For Avon Cycles Limited

Sd/-
Onkar Singh Pahwa
Managing Director
DIN: 01189248

Accepted

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

Sd/-
(Girish Paman Vanvari)