

TERMS AND CONDITIONS OF APPOINTMENT OF INDEPENDENT DIRECTOR

1. TERM OF APPOINTMENT:

- 1.1 As per the provisions of Section 149 of the Companies Act, 2013 ('Act') and in accordance with the resolution passed at the Board Meeting and General meeting, the appointment as an Independent Director will be effective from the specified date.
- 1.2 The appointment shall not be subject to rotation as per the provisions of sub-section (6) of Section 152 of the Act;
- 1.3 The appointment as Independent Director of the Company will be based, *inter alia*, on declaration by the Independent Director and in compliance with the conditions of independence as listed in Section 149 (6) of the Act read with relevant rules. If there is any change in circumstances affecting their independence, they are required to immediately inform the Board of Directors ('Board'), in terms of Section 149 (7) of the Act.
- 1.4 The appointment will terminate automatically on the expiry of the term of appointment as above, or if they vacate the office in terms of Section 167 of the Act before the expiry of the term. There is no compensation for termination of office in any circumstance;

2. DUTIES

- 2.1 As an independent director, besides the functions and duties applicable to every director, or the functions or duties of the Board collectively, they have several duties as set out in Schedule IV of the Act;
- 2.2 The Company attaches the highest importance to the all-round perspective while on the Board. As an Independent Director of the company, we hope to derive the benefit of their vast experience on business matters and in advising the Company as mentioned in Section 166 of the Act;
- 2.3 The Board of Directors has an obligation to act in the best interest of the Company. While the Company acknowledges that they may have business interests other than those of the Company, they are requested to inform the Company of any apparent situations that present a potential or actual conflict of interest. They are also requested to inform the Company on their accepting Directorships of other companies;
- 2.4 **Committees to be served-** They may be appointed as one of the member of the Committee of the Board as and when constituted. The tasks to be accomplished by being a part of the committee(s) are as per the terms of reference set out by the Board of the Company under the provisions of the Act;

- 2.4 The Board expects a time commitment from them which would include the following:
- (a) They shall strive to attend all meetings of the Board of Directors and of the Committees of which they are a member.
 - (b) They shall participate constructively and actively in the Committees in which they are Chairperson or Member.
 - (c) They shall strive to attend the General Meeting(s) of the Company.

3. REMUNERATION

- 3.1 They will be entitled to such sitting fee(s), if any, as approved by the Board, from time to time for every Board Meeting and Committee Meeting(s) attended by them during their term of appointment. Currently, the sitting fee is Rs. 1,00,000/- (Rupees One Lakh) for every Board Meeting and Rs.75,000/- (Rupees Seventy-Five Thousand) for every Meeting of Committee of the Board. Expenses incurred by them for the purpose of attending any meeting of the Board or its Committee, or for participating through video conferencing as permitted by the Board, will be incurred/reimbursed by the Company separately as per the Company's policy on such expenses/reimbursements.
- 3.2 They will also be entitled for fixed annual remuneration in the form of commission of Rs 35,00,000/- (Rupees Thirty-Five Lakh). The first-year remuneration would be proportionately paid from the date of appointment. Year means financial year starting from 1st April to 31st March;
- 3.2 The Company will reimburse them for all reasonable out of pocket expenses incurred while carrying out their duties including expenses incurred on obtaining advice from independent advisors in accordance with the Company's policy;

4. GENERAL

- 4.1 **Fiduciary duties and accompanying liabilities-** They will be expected to perform their general fiduciary duties and exercise the skill and care expected from every Director. They do not have authority to commit the Company in any way, nor should they make any statements on the Company's behalf or concerning the Company to the media, financial institutions or anyone associated with the stock market or investor community without the express authorisation of the Board;

As per section 149 (12) of the Companies Act, 2013, they will be held liable, only in respect of such acts of omission or commission by the Company which have occurred with their knowledge, attributable through Board processes, and with their consent or connivance or where they have not acted diligently;

- 4.2 **Directors and Officers (D&O) insurance**-The Directors' and Officers' liability insurance policy is in place. If required, they can seek for a copy of the policy documents from the Company for their reference and record;
- 4.3 The list of actions that an Independent Director should not do while functioning as such in the company includes the following:
- (i) Any action that involves any violation of applicable law;
 - (ii) Any action that involves any breach, in letter and spirit, of the Company's Code of Business Ethics;
 - (iii) Any action that either involves the directors' personal interest, except as disclosed as per applicable law, or unduly compromises or conflicts with the interest of the company.
- 4.4 We confirm that: -
- (a) they will be given full access to all information in or about the Company and its affairs which are available to the Executive Directors of the Company.
 - (b) agenda for the Board meetings and all relevant papers which require study before Board meetings will be provided to them in good time (save in exceptional circumstances) to allow them to consider them in advance of meetings (and likewise for the proceedings of committees, wherever applicable); and
 - (c) They will be given access to the Executive Director(s) and Chief Financial Officer, Company Secretary of the Company, on a personal basis, whenever they request to see them.
 - (d) The terms and conditions of appointment of Independent Directors shall be open for inspection at the registered office of the company during normal business hours