

Terms and Conditions of Appointment of Independent Directors

The terms and conditions of appointment of the following Independent Directors are subject to the extant provisions of the (i) applicable laws, including the Companies Act, 2013 ('2013 Act'), erstwhile Companies Act, 1956 to the extent applicable if any and Clause 49 of the Listing Agreement (as amended from time to time) and (ii) Articles of Association of the Company.

The broad terms and conditions of their appointments as Independent Directors of the Company are reproduced hereunder:-

1. Appointment & reappointment

The appointment will be for the period mentioned against their respective names in the Appointment Letter ("Term") unless terminated earlier or extended as per the provision of the appointment letter or applicable laws ("Term").

As an independent Director they will not be liable to retire by rotation. Reappointment for another term of maximum five years at the end of the current term shall be based on the recommendation of the Nomination and Remuneration Committee and subject to the approval of the Board and the shareholders by way of Special Resolution. The reappointment would be considered by the Board based on the outcome of the performance evaluation process and the directors continuing to meet the independence criteria.

The directors may be requested to be a member / Chairman of any one or more Committees of the Board which may be constituted from time to time.

The roles and functions of the committees are provided at the Annexure attached with the appointment letter. The Board may reconstitute the composition of any/all Committees, from time to time, and any such change shall be promptly communicated to them. In such an event they may also be required to serve on other committees of the Board.

2. Role, duties and responsibilities

A. As members of the Board, they 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 Clause 49 of the Listing Agreement;

- Accountability under the Director's Responsibility Statement;
- Overseeing the maintenance of high standards of values and ethical conduct of business;
- Overseeing the Company's contribution to enhancing the quality of life of communities;

B. They 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 in Clause 49 of the Listing Agreement. For their ready reference provisions have been extracted and attached with the appointment letter as annexure.

3. Time Commitment

Considering the nature of the role of a director, it is difficult for a company to lay down specific parameters on time commitment. They agree to devote such time as is prudent and necessary for the proper performance of their role, duties and responsibilities as an Independent Director.

4. Remuneration

As Independent Directors, they shall be paid sitting fees for attending the meetings of the Board and the Committees of which they are members as fixed by the Board from time to time.

In addition to the sitting fees, profit related commission may also be payable to them. In determining the amount of this commission, the Nomination and Remuneration Committee may consider various factors as disclosed in the remuneration policy forming part of the Boards report. An inductive list of factors that may be considered are as follows:

- Attendance of the Board Meetings;
- Attendance of the Board Committee meetings;
- Chairmanship of the Board, Chairmanship of Boards Committees;
- Contribution at Board and Committee meetings;
- Guidance and support provided to senior management of the Company outside of the Board meetings;
- Industry practices, Performance evaluation, and Performance of the Company.

Further, the Company may pay or reimburse to them such fair and reasonable expenditure, as may have been incurred by them while performing their role as an Independent Director of the Company.

This could include reimbursement of expenditure incurred by them for accommodation, travel and any out of pocket expenses for attending Board/ Committee meetings, General Meetings, court convened meetings, meetings with shareholders/creditors/management, site visits, induction and training (organized by the Company for Directors) and in obtaining, subject to the expense being reasonable, professional advice from independent advisors in the furtherance of their duties as an Independent Directors.

5. Insurance

The Company will take an appropriate Directors' and Officers' Liability Insurance policy and pay the premiums for the same. It is intended to maintain such insurance cover for the Term of their appointment, subject to the terms of such policy in force from time to time.

6. 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:

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

The Company shall, as may be required, support 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.

7. Performance Appraisal/ Evaluation Process

As a member of the Board, their performances as well as the performance of the entire Board and its Committee shall be evaluated annually. Evaluation of each director shall be done by all other directors. The criteria for evaluation shall be determined by the Nomination and Remuneration Committee 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/Committee. An inductive list of factors that may be evaluated as part of this exercise is:

- Commitment (including guidance provided to senior management outside of Board/Committee meetings),
- Effective deployment of knowledge and expertise,
- Effective management of relationship with stakeholders, integrity and maintenance of confidentiality.
- Independence of behaviour and judgement, and impact and influence.

8. Disclosures, other directorship and business interest

During the term they agree to promptly notify the Company of any change in their directorship, and provide such other disclosures and information as may be required under the applicable law. They also agree that upon becoming aware of any potential conflict of interest with their position as Independent Director of the Company, they shall promptly disclose the same to the Chairman and the Company Secretary. The Independent Director shall confirm the Board that there is no conflict of interest.

During their term, they agree to promptly provide a declaration under Section 149 (7) of the Companies Act, 2013, every year and upon any change in circumstances within 20days which may affect their status as an Independent Director.

9. Changes of Personal Details

During the term, they 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.

10. Termination

Their directorship on the Board of the Company shall terminate or cease in accordance with law.

They may resign from the directorship of the Company by giving a notice in writing to the Company stating the reasons for resignation and also to Registrar of Companies (ROC). The resignation shall take effect from the date on which the notice is received by the Company or the date, if any, specified by the Independent Director in the notice, whichever is later.

If at any stage during the term, there is a change that may affect their status as an Independent Director as envisaged in section 149 (6) of the Companies Act, 2013 or if applicable they fail to meet the criteria for "independence" under the provision of clause 49 of the Listing Agreement, they agree to promptly submit their resignation to the Company with effect from the date of such change.

11. Co-operation

In the event of any claim or litigation against the Company, based upon any alleged conduct, act or omission on their part during their term they 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.

