

TERMS AND CONDITIONS OF APPOINTMENT OF INDEPENDENT DIRECTORS

(Effective from 29th May, 2016)

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');
- II. SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, (as amended from time to time); and
- III. Articles of Association of the Company.

1. APPOINTMENT:

Appointment will be for an initial term up to 5 Years, unless terminated earlier or extended, as per the provisions of this letter or applicable Laws ("Term")

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

Re-appointment at the end of the term shall be based on the recommendation of the Nomination and Remuneration Committee and subject to the approval of the Board and the Shareholders. 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.

As per the Boards Assessment, you shall be Chairman/Member of the various committees. The Board may reconstitute the composition of any/all, Committees, from time to time, and any such change shall be promptly communicated.

2. COMMITMENTS:

A. Independent Directors

Independent Directors will be expected to devote such time as is necessary for the proper performance of duties and as an Independent Director they will be involved in a number of Board and Committee Meetings each Year. They shall strive to attend all the scheduled quarterly Board Meetings, General Meetings, Committee Board Meetings and Other meetings.

As an Independent Director they shall strive to hold and present in at least one Meeting in a year without the presence of Non-Independent Directors and Members of Management with sole objective of:

- a) Review the performance of Non – Independent Directors and the Board as a whole;
- b) Review the performance of the Chairperson of the Company, taking into account the views of Executive Directors and Non – Executive Directors;
- c) Assess the quality, quantity and timelines of flow of information between the Company Management and the Board that is necessary for the Board to effectively and reasonably perform their duties.

B. The Company

- The Company shall provide with adequate notice of the dates of proposed Board Meetings, General Meetings, and Meetings of Board Committees. As per the provision of the Companies Act, 2013, the Company is expected to give you an advance notice of minimum 7 days of every Board and Committee Meetings. A meeting of the Board may be called at shorter notice to transact urgent business subject to the condition that at least one Independent Director shall be present at the Meeting and in case of absence of Independent Directors from such a meeting of the Boards, decision taken at such a meeting shall be circulated to all the Directors and shall be final only on ratification thereof by at least one Independent Director. The notice of the Board/Committee Meetings will be provided along with the agenda of the Board/Committee Meetings.
- Company shall inform the Directors about any upcoming events in the Company.
- It shall be the responsibility of the Company to provide the Independent Directors with all the information and Documents they validly require to fulfill their functions.
- The Company shall ensure that the Independent Directors are aware of their statutory obligations

3. ROLE, FUNCTIONS AND DUTIES:

Such Directors will be expected to perform their duties, whether statutory, fiduciary or common law, faithfully, efficiently and diligently to a standard commensurate with both the functions of their role and knowledge, skills and experience. As an Independent Director they shall abide by Company Law.

Following are the duties prescribed for all directors i.e. both Executive and Non- executive under Section 166 of the Companies Act, 2013:

- i. Subject to the provisions of this Act, a Director of a Company shall act in accordance with the articles of the Company.
- ii. A Director of a Company 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 interest of the Company, its employees, the Members, the Community and for the protection of environment.
- iii. A Director of a Company shall exercise his duties with due and reasonable care, skill and diligence and shall exercise Independent judgment.
- iv. A Director of a Company shall not involve in a situation in which he may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the Company.
- v. A Director of a Company shall not achieve or attempt to achieve any undue gain or advantage either to himself or to his relatives, partners or associates and if such director is found guilty of making any undue gain, he shall be liable to pay an amount equal to that gain to the Company.
- vi. A Director of a Company shall not assign his office and any assignment so made shall be void.

They are also expected to familiarize themselves with the relevant Director's Duties, Roles and Responsibilities mentioned in Code for Independent Directors as prescribed under Schedule IV of the Companies Act, 2013.

4. LIABILITY:

As an Independent Director they shall be liable only in respect of such acts of omission or commission by a Company which had occurred with their knowledge, attributable through Board processes, and with their consent or connivance or where they had not acted diligently.

5. TECHNOLOGY:

Being a Director, they may make use of video, telephone, electronic mail, any other technology which permits each Director to Communicate with every other Director or any combination of these technologies for the purpose of calling and holding Directors' Meetings.

Directors may attend the Board or Committee Meeting through video conferencing or other audio visual means subject to the applicable provisions of the Companies Act, 2013.

6. CONFLICT OF INTEREST:

Independent Directors shall be deemed to have confirmed that any other position they hold including their directorships in other organizations, shall not give rise to any conflicts of interest in relation to their appointment as an Independent Director of the Company. As and when they become aware of any conflict or potential conflict during their appointment, they are expected to notify the same to the Company Secretary.

Independent Director shall not engage in any activity/ies that is/are not expected from them as an Independent Director.

7. DISCLOSURES:

During the tenure as an Independent Director, they are required to give a declaration stating that they meet the criteria of Independence every financial year as provided under Section 149 of the Companies Act, 2013.

They are also required to disclose to the Company their interests and any matters (excluding those matters which may be subject to legal professional privilege) which affect their independence.

8. DIRECTOR'S FEES:

Independent Directors shall be entitled to sitting fees for attending the Meetings of the Board or Committee Meeting thereof either personally or through video conference or other audio visual means as may be decided by the Board.

The Company shall reimburse all travelling, hotel and other incidental expenses properly and reasonably incurred by them in performance of duties as per provisions of the Companies Act, 2013 in conjunction with the Company rules and policies.

As an Independent Director such directors shall not be entitled to any stock option and shall not be covered by any pension scheme.

9. EVALUATION PROCESS:

As a member of the Board, their performance as well as the performance of the entire Board and its Committees shall be evaluated annually. Evaluation of each Director shall be done by all the 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 indicative list of factors that may be evaluated as part of this exercise is:

- Participation and Contribution by a director,
- 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 behavior and judgment, and
- Impact and influence.

10. DISCLOSURES, OTHER DIRECTORSHIP AND BUSINESS INTERESTS:

During their Term, they shall promptly notify the Company of any change in their Directorships, and provide such other disclosures and information as may be required under the applicable laws. Also 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.

They shall provide a declaration under Section 149(7) of the 2013 Act, upon any change in circumstances which may affect their status as an Independent Director.

11. 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.

12. TERMINATION:

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 2013 Act, directorship may be

terminated for violating any provisions of the Code of Conduct as applicable to Independent Director.

They may resign from the Directorship of the Company by giving a notice in writing to the Company stating 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 them 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 2013 Act, they shall agree to promptly submit their resignation to the Company with effect from the date of such change.

13. COOPERATION:

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