

## **Terms & Conditions of Appointment of Independent Directors (Pursuant to the provisions of Schedule IV of the Companies Act 2013)**

### **1. Appointment and Term thereof**

The appointment as a non-executive Independent Director (ID) on the Board of the Company will be for a term up to 5 (five) years, unless terminated earlier or extended, as per the provisions of this letter or applicable laws. The word “term” should be construed as defined under the Companies Act, 2103.

As an Independent Director, He/She will not be liable to retire by rotation. The Company has adopted the provisions with respect to appointment and term of Independent Directors, which is in consistent with the Act. Re-appointment of an Independent Director would be considered by the Board, based on the outcome of the performance evaluation process and continuing to meet independence criteria.

### **2. Board Committee**

The Board may, if it deems fit, invite ID for being appointed on one or more existing Board Committees or any such Committee that may be set up in the future. Appointment on such Committee(s) will be subject to the applicable regulations.

IDs are expected to attend Board & Board Committees meeting to which he/she may be appointed and Shareholders’ meetings and to devote such time to his/her duties as deemed appropriate for discharge of his/her duties effectively. Ordinarily all meetings are held in the state of Delhi, unless determined otherwise.

### **3. Roles, Duties and Responsibilities**

His/Her role and functions shall be guided as per the Code for Independent directors and discharge the duties, roles and functions as applicable to Independent Directors as stated under Schedule IV to the Act, as in force and as may be amended from time to time. While performing such duties, roles and functions, he/she will be required to abide by the ‘Guidelines of Professional Conduct’ as stated under the said Schedule. Broadly the roles, duties and responsibilities are stipulated as under:

- (1) help in bringing an independent judgment to bear on the Board’s deliberations especially on issues of strategy, performance, risk management, resources, key appointments and standards of conduct;
- (2) bring an objective view in the evaluation of the performance of board and management;
- (3) scrutinise the performance of management in meeting agreed goals and objectives and monitor the reporting of performance;
- (4) ensure integrity of financial information and that financial control and the systems of risk management are robust and defensible;
- (5) safeguard the interests of all stakeholders, particularly the minority shareholders;
- (6) balance the conflicting interest of the stakeholders;
- (7) determine appropriate levels of remuneration of executive directors, key managerial personnel and senior management and have a prime role in appointing and where necessary recommend removal of executive directors, key managerial personnel and senior management;

The independent directors shall perform following duties to—

- (1) undertake appropriate induction and regularly update and refresh their skills, knowledge and familiarity with the company;
- (2) seek appropriate clarification or amplification of information and, where necessary, take and follow appropriate professional advice and opinion of outside experts at the expense of the company;
- (3) strive to attend all meetings of the Board of Directors and of the Board committees of which he/she is a member;
- (4) participate constructively and actively in the committees of the Board in which he/she is chairperson or member;
- (5) strive to attend the general meetings of the company;
- (6) where ID have concerns about the running of the company or a proposed action, ensure that these are addressed by the Board and, to the extent that they are not resolved, insist that their concerns are recorded in the minutes of the Board meeting;
- (7) keep themselves well informed about the company and the external environment in which it operates;
- (8) not to unfairly obstruct the functioning of an otherwise proper Board or committee of the Board;
- (9) pay sufficient attention and ensure that adequate deliberations are held before approving related party transactions and assure themselves that the same are in the interest of the company;
- (10) ascertain and ensure that the company has an adequate and functional vigil mechanism and to ensure that the interests of a person who uses such mechanism are not prejudicially affected on account of such use;
- (11) report concerns about unethical behavior, actual or suspected fraud or violation of the company's code of conduct or ethics policy;
- (12) assist in protecting the legitimate interests of the company, shareholders and its employees;

Roles and duties of IDs will be those normally required of a Non-Executive Independent Director under the Act. There are certain duties prescribed for all Directors, both Executive and Non- Executive, which are fiduciary in nature and the same are specified under Section 166 of the Act.

#### **4. Additional Applicable Statutory Requirements**

As a Non-Executive Director on the Board, he/she will be subject to all relevant provisions of the Companies Act, 2013 Act or any other law for the time being in force.

#### **5. Code of Conduct / Excluded Actions**

IDs will follow the Code of Conduct of the Company and furnish annual affirmation of the same. He/She will apply the highest standards of confidentiality and not disclose to any person or company (whether during the tenure as Independent Director or at any time after its cessation) any confidential information concerning the Company including any associate thereof with which he/she come into contact by virtue of his/her position as a Director, except as permitted by law or with prior clearance from the Chairman of the Board.

## **6. Induction and Development**

The Company shall, if required, conduct formal induction program for its Independent Directors.

The Company shall, as may be required, support him/her to continually update his/her skills and knowledge and improve his/her familiarity with the Company and its business.

## **7. Performance Appraisal / Evaluation Process**

As a member of the Board, His/Her performance shall be evaluated periodically. Evaluation shall be done by all the other Directors. The criteria for evaluation shall be determined by the Nomination & Remuneration Committee/Board, as the case may be 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.

## **8. Disclosures, other Directorships and Business Interests**

During the Term, he/she agree to promptly notify the Company of any change in his/her Directorships and provide such other disclosures and information as may be required under the applicable laws. He/She also agree that upon becoming aware of any potential conflict of interest with his/her position as Independent Director of the Company, he/she shall promptly disclose the same to the Company. During his/her term, he/she agree to promptly provide a declaration under Section 149(7) of the Act, upon any change in circumstances which may affect his/her status as an Independent Director.

## **9. Changes of Personal Details**

During the Term, he/she shall promptly intimate the Company and the Registrar of Companies (wherever required) in the prescribed manner, of any change in address or other contact and personal details provided to the Company.

## **10. Fees / Remuneration**

He/She may be paid such remuneration by way of sitting fee for attending the meetings of the Board and the Committees as may be decided by the Board from time to time, subject to approval of the shareholders, if required.

Further, the Company may pay or reimburse to hm/her such fair and reasonable expenditure, as may have been incurred by him/her while performing his/her role as an Independent Director of the Company.

## **11. Termination**

His/Her 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 Act, his/her Directorship may be terminated for violation of any provision of the Code of Conduct of the Company.

He/She 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 him/her in the notice, whichever is later.

If at any stage during the Term, there is a change that may affect his/her status as an Independent Director as envisaged in Section 149(6) of the 2013 Act read with the rules framed thereunder, He/She agree to promptly submit his/her resignation to the Company with effect from the date of such change.

## **12. Cooperation & Confidentiality**

In the event of any claim or litigation against the Company, based upon any alleged conduct, act or omission on his/her part during his/her term, He/She 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. Further, all information acquired during his/her appointment is confidential (including commercial secrets, technologies, advertising and business promotion plans, unpublished price sensitive information, etc.) to the company and should not be released, either during his/her appointment or after termination of appointment (by whatever means) to third parties without prior clearance from the Chairman unless required by law or by the rules of any stock exchange or regulatory body.

## **13. Governing Law**

This document is governed by and will be interpreted in accordance with Indian Law and his/her engagement shall be subject to the jurisdiction of the Indian courts in Delhi.

## **14. Miscellaneous**

This letter represents the entire understanding, and constitutes the whole agreement, in relation to his/her appointment and supersedes any previous agreement between him/her 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.

No waiver or modification of this letter shall be valid unless made in writing and signed by him/her and the Company.