

## **TERMS AND CONDITIONS OF APPOINTMENT OF INDEPENDENT DIRECTORS**

The terms and conditions of appointment of the Independent Directors are subject to the extant provisions of the (i) applicable laws, including the Companies Act, 2013 ('the Act') and (ii) Articles of Association of the Company.

The broad terms and conditions of appointment of Independent Directors of the Company are reproduced hereunder:

### **1. Appointment:**

The appointment will commence from their effective date of appointment for a period of 5 years or the Director attaining the age of 75 years, whichever is earlier ('Term'). The Company may disengage Independent Directors prior to completion of their Term subject to compliance with relevant provisions of the Act.

As Independent Directors, they will not be liable to retire by rotation.

### **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 Act, and
  - Accountability under the Directors' Responsibility Statement.
- B. They shall abide by the 'Code for Independent Directors' as outlined in Schedule IV pursuant to Section 149(8) of the Act, duties of directors as provided in the Act (including Section 166).
- C. They are particularly requested to provide guidance in their area of expertise.

### **3. Time Commitment:**

They shall 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. The sitting fees for attending each meeting of the Board and its Committees would be as determined by the Board from time to time.

In addition to the sitting fees, commission as may be determined by the Board may also be payable to them. In determining the amount of this commission, the Board supported by the Nomination and Remuneration Committee may consider the performance of the Company and their performance as evaluated by the Board.

Further, the Company may pay or reimburse to the Directors such expenditure, as may have been incurred by them while performing their role as Independent Directors 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).

**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. Training and Development:**

The Company may, if required, conduct a formal training programme for its Independent Directors.

The Company may, as may be required, support Directors to continually update their skills and knowledge and improve their familiarity with the Company and its business.

**7. Evaluation Process:**

As members of the Board, their performance as well as the performance of the entire Board and its Committees will be evaluated annually. Evaluation of each director shall be done by all the other directors. The criteria for evaluation shall be disclosed in the Company's Annual Report.

**8. Disclosures, other directorships and business interests:**

During the 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. They shall, upon becoming aware of any potential conflict of interest with their position as Independent Directors of the Company, also promptly disclose the same to the Chairman and the Company Secretary.

During their Term, they shall promptly provide a declaration under Section 149(7) of the Act, upon any change in circumstances 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. Disengagement:**

They 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 them in the notice, whichever is later. Their directorship on the Board of the Company shall cease in accordance with law.

The Company may disengage Independent Directors prior to completion of Term, subject to compliance of relevant provisions of the Act, upon the director failing to meet the criteria for independence as envisaged in Section 149(6) of the Act.