TERMS & CONDITIONS FOR APPOINTMENT OF INDEPENDENT DIRECTORS

The terms and conditions for appointment of the following Independent Directors are subject to the extant provisions of the applicable laws, including the Companies Act, 2013, SEBI (LODR) Regulations, 2015 (as amended from time to time) and Articles of Association of the Company:

Sr. No.	Name of Independent Director	Term	
		From	To
1.	Mr. Gopal Singh	28th July, 2018	27th July, 2023
2.	Mr. Shalabh Gupta	28th July, 2018	27th July, 2023

1. Appointment

The appointment will be for the period mentioned against their respective names ("Term") The Company may disengage Independent Director prior to completion of the Terms subject to compliance of relevant provisions of the Companies Act, 2013.

Independent Directors will not be liable to retire by rotation. Re-appointment at the end of the Term shall be based on the recommendation of the Nomination, Remuneration & Compensation Committee and subject to the approval of board and the Members. The re-appointment would be based on the outcome of the performance evaluation process and the Independent Director continuing to meet the independence criteria.

2. Role and Duties:

The Company expects its Directors to uphold ethical standard on integrity and probity. The Independent Director shall require to undertake such role, responsibility, duties and functions as prescribed in Schedule IV and such other applicable provisions, if any, of the Companies Act, 2013, SEBI (LODR) Regulations, 2015, other applicable laws and such other duties as may be determined by the Board from time to time.

3. Board Committee

The Directors may be requested to be a Member/ Chairman of any one or more Committees of the Board.

4. Code of Conduct:

The Independent Directors shall abide by the code of Conduct for Directors and Senior Management Personnel of the Company along with Code of Conduct of Independent Directors as mentioned in Schedule IV of the Companies Act, 2013.

5. Remuneration and Fees:

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 that 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 performance of the Company and their performance as evaluated by the Board.

Further, the Company may pay or reimburse to the Director such 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 Independent Directors.

6. Directors and Officers (D & O) Insurance :

The Company do not have 'Directors' and Officers' Liability Insurance Policy' as it is not mandatory as per SEBI LODR Regulations, 2015 for our company.

7. Confidentiality:

The Independent Directors acknowledge that all information acquired during their appointment is confidential and should not be released, communicated, nor disclosed either during their appointment or following termination (by whatever means), to third parties without the prior clearance of the Chairman of the Board.

The Director shall maintain confidentiality of all information acquired during their appointment and should not release, communicate and disclose either during their appointment or following disengagement to third parties without the prior clearance of the Chairman of the Board.

8. 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.

9. 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 2013 Act) upon:

- Violation of any provision of the Code of Conduct as applicable to NEDs,
- Upon the director failing to meet the criteria for independence as envisaged in Section 149(6) of the 2013 Act.

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