

**REGD. OFFICE :**

S.No. 5 (P), Hissa No. 2/4/2, Shogini Building,  
Katraj-Dehuroad By-Pass, Near Sinhagad Road Fly over  
Ambegaon Budruk, Taluka Haveli, Dist. Pune – 411046.  
Tel. : 020 66471700  
Email : Info@shogini.com  
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**WORKS :**

Gat No. 788, Khed Shivapur,  
Taluka Haveli, Dist. Pune, 412205  
Fax : 020 66471820  
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CIN – U32104PN1982PTC028059

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

### **1. APPOINTMENT**

- 1.1 Subject to the remaining provisions of this letter and applicable law, your appointment shall be for an initial term of 2 (Two) years commencing on 01.12.2025 unless terminated earlier by either party giving to the other one month's prior written notice.
- 1.2 Your appointment is subject to the Company's articles of association, as amended from time to time ("**Articles**"). Nothing in this letter shall be taken to exclude or vary the terms of the Articles as they apply to you as a Director of the Company. Your appointment is subject to confirmation.
- 1.3 Continuation of your appointment is contingent on your continued satisfactory performance and getting re-elected by the shareholders in accordance with the provision of Companies Act, 2013 and the Articles of Association of the Company, from time to time in force and any other relevant statutory provisions relating to removal of a Director. If the shareholders do not re-elect you as a Director of the Company, your appointment shall terminate automatically, with immediate effect. You may be required to serve on one or more committees of the Board. You will be provided with the relevant terms of reference on your appointment to such a committee. You also may be asked to serve as an Independent Director on the Board of any of the Company's subsidiaries or joint ventures. Any such appointment will be covered in a separate communication.
- 1.4 Notwithstanding anything contained in paragraph 1.1 to paragraph 1.3 above, the Company may terminate your appointment with immediate effect if you have:
  - (a) committed a material breach of your obligations under this letter;
  - (b) committed any serious or repeated breach or non-observance of your obligations to the Company (which include an obligation not to breach your statutory, fiduciary or common-law duties);
  - (c) been guilty of any fraud or dishonesty or acted in any manner which, in the Company's opinion, brings or is likely to bring you or the Company into disrepute or is materially adverse to the Company's interests;
  - (d) been convicted of a criminal offence;
  - (e) been declared bankrupt or have made an arrangement with or for the benefit of your creditors, or if you have an administration order made against you;
  - (f) been disqualified from acting as a Director;
  - (g) failed to comply with any regulatory requirements imposed by the Reserve Bank of India or any other regulatory authority; or
  - (h) breached any applicable law that in the opinion of the Company adversely impacts the Company.
  - (i) on failure to meet the parameters of independence as defined in section 149(6) or on the occurrence of any event as defined in section 167 of the Companies Act, 2013.
- 1.5 On termination of your appointment, you shall, at the Company's request, resign from your office as Independent Director of the Company.

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- 1.6 If matters arise which cause you concern about your role, you should discuss these matters with the Chairman or Senior Independent Director of the Company. If you have any concerns which cannot be resolved, and you choose to resign for that, or any other, reason, you should provide an appropriate written statement to the Chairman of the Company.
- 1.7 In compliance with provisions of section 149(13) of the Companies Act, 2013, your Directorship is not subject to retirement by rotation.

## **2. TIME COMMITMENT**

- 2.1 You will be expected to bring objectivity and independence of view to the Board's discussions and to help provide the Board with effective leadership in relation to the Company's strategy, performance, and risk management as well as ensuring high standards of financial probity and corporate governance.
- 2.2 You will be expected to devote such time as is necessary for the proper performance of your duties. This will include attendance at Board Meetings, the AGM, such other committees of the Board of the Company to which you may be appointed, Board functions and strategy, Meetings with Directors, Meetings with shareholders, Meetings forming part of the Board evaluation process and updating and training Members. In addition, you will be required to consider all relevant papers before each Meeting. Unless urgent and unavoidable circumstances prevent you from doing so, it is expected that you will attend the Meetings outlined in this paragraph. The Board generally meets four times in a year. The Audit Committee generally meets atleast four times in a year. Besides, there are other Committee Meetings like Nomination and Remuneration Committee and Corporate Social Responsibility Committee. Meetings of which are ordinarily convened as per requirements. You will be expected to attend Board and Board Committees to which you may be appointed and Shareholders Meetings and to devote such time to your duties, as appropriate for you to discharge your duties effectively.
- 2.3 The nature of the role makes it impossible to be specific about the maximum time commitment. You may be required to devote additional time to the Company in respect of planning and ad hoc matters which may arise and particularly when the Company is undergoing a period of increased activity. At certain times it may be necessary to convene additional Board, Committee or Shareholder Meetings.
- 2.4 The overall time commitment will increase if you become a committee member or chair, or if you are given additional responsibilities, such as being appointed the senior Independent Director of the Company, or other Director on the Boards of any of the Company's subsidiaries. Details of the expected increase in time commitment will be covered in any relevant communication confirming the additional responsibility.
- 2.5 By accepting this appointment, you confirm that, taking into account all of your other commitments, you are able to allocate sufficient time to the Company to discharge your responsibilities effectively. You should obtain the agreement of the chairman of the Company before accepting additional commitments that might affect the time you are able to devote to your role as an Independent Director of the Company.

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- 2.6 By accepting this appointment, you confirm that you are able to allocate sufficient time to meet the expectations from your role to the satisfaction of the Board.

### 3. ROLES AND DUTIES

- 3.1 The Board as a whole is collectively responsible for the success of the Company. The Board's role is to:

- (a) Provide entrepreneurial leadership of the Company within a framework of prudent and effective controls which enable risk to be assessed and managed;
- (b) set the Company's strategic aims, ensure that the necessary financial and human resources are in place for the Company to meet its objectives, and review management performance; and
- (c) set the Company's values and standards and ensure that its obligations to its shareholders and others are understood and met.

- 3.2 You are expected to perform your duties (whether statutory, fiduciary or common law) faithfully, diligently and to a standard commensurate with the functions of your role and your knowledge, skills and experience.

- 3.3 You shall exercise your powers in your role as an Independent Director of the Company, having regard to relevant obligations under prevailing law and regulation, including any Company law legislation, corporate codes and associated guidance as well as other regulatory requirements governing the Company.

- 3.4 You shall have particular regard to the general duties of Directors in Section 166 of the of the Companies Act 2013 (the "**Companies Act**") and specifically in relation to the Independent Directors as set out in Section 149 read with Schedule IV of the Companies Act, 2013 (detailed in **Annexure A**) or any other applicable laws, including the duty to promote the success of the Company under which all Directors must act in the way they consider, in good faith, would be most likely to promote the success of the Company for the benefit of its members as a whole. In doing so, as a Director of the Company, you must have regard (among other matters) to:

- (a) the likely consequences of any decision in the long term;
- (b) the interests of the Company's employees;
- (c) the need to foster the Company's business relationships with suppliers, customers and others;
- (d) the impact of the Company's operations on the community and the environment;
- (e) the desirability of the Company maintaining a reputation for high standards of business conduct; and
- (f) the need to act fairly as between the members of the Company.

- 3.5 In your role as an Independent Director of the Company, you shall also be required to:

- (a) constructively contribute to the development of strategy;
- (b) scrutinise the performance of management in Meeting agreed goals and objectives and monitor the reporting of performance;
- (c) satisfy yourself on the integrity of financial information and that financial controls and systems of risk management are robust and defensible;

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- (d) be responsible for determining appropriate levels of remuneration of executive Directors, key managerial personnel and senior management and have a prime role in appointing and, where necessary recommend removing of executive Directors, key managerial personnel and senior management and in succession planning;
  - (e) 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;
  - (f) bring an objective view in the evaluation of the performance of board and management;
  - (g) balance the conflicting interest of the stakeholders; and
  - (h) moderate and arbitrate in the interest of the Company as a whole, in situations of conflict between management and shareholder's interest.
  - (i) devote time to developing and refreshing your knowledge and skills;
  - (j) uphold high standards of integrity and probity and support the chairman and executive Directors in instilling the appropriate culture, values and behaviours in the boardroom and beyond;
  - (k) insist on receiving high-quality information sufficiently in advance of Board Meetings;
  - (l) take into account the views of shareholders and other stakeholders where appropriate and safeguard the interests of all stakeholders, particularly the minority shareholders;
  - (m) make sufficient time available to discharge your responsibilities effectively;
  - (n) exercise relevant powers under, and abide by, the Articles;
  - (o) disclose the nature and extent of any direct or indirect interest you may have in any matter being considered at a Board or committee Meeting and, except as permitted under the Articles you will not vote on any resolution of the Board, or of one of its committees, on any matter where you have any direct or indirect interest;
  - (p) immediately report your own wrongdoing or the wrongdoing or proposed wrongdoing of any employee or other Director of the Company of which you become aware;
  - (q) exercise your powers as a Director in accordance with the Company's policies and procedures and internal control framework; and
  - (r) not do anything that would cause you to be disqualified from acting as a Director.
- 3.6 Unless the Board specifically authorises you to do so, you shall not enter into any legal or other commitment or contract on behalf of the Company.
- 3.7 You shall be entitled to request all relevant information about the Company's affairs as is reasonably necessary to enable you to discharge your responsibilities as an Independent Director of the Company.

In addition to the above requirements the Board of Directors also expect you to perform the following functions:

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- I. You should constructively challenge and help develop proposals on strategy for growth of the Company.
- II. You should evaluate the performance of management in Meeting agreed goals and objectives.
- III. You should satisfy yourself on the integrity of financial information and that financial controls and systems of risk management are effective and defensible.
- IV. You are responsible for determining appropriate levels of remuneration of Executive Directors and have a prime role in appointing, and where necessary, removing Executive Directors and in succession planning.
- V. You will take responsibility for the processes for accurately reporting on performance and the financial position of the Company.
- VI. You should keep governance and compliance with the applicable legislation and regulations under review and the conformity of Company's practices to accepted norms.

#### **4. FEES AND EXPENSES**

- 4.1 You shall be paid sitting fees of Rs. 15000/- (Rupees Fifteen Thousand Only) per meeting of the Board and Rs. 10,000/- (Rupees Ten Thousand) for per Committee Meetings. This fee covers all duties, save for those relating to service on any Board committee, whether as Chairman or Committee member.
- 4.2 You will comply with the Company's requirements regarding any maximum shareholding level (agreed from time to time by the Board).
- 4.3 The Company shall reimburse you for all reasonable and properly documented expenses that you incur in performing the duties of your office.
- 4.4 On termination of your appointment, you shall only be entitled to such fees as may have accrued to the date of termination, together with reimbursement in the normal way of any expenses properly incurred before that date.

#### **5. INDEPENDENT PROFESSIONAL ADVICE**

In some circumstances you may consider that you need professional advice in the furtherance of your duties as a Director and it may be appropriate for you to seek advice from independent advisers at the Company's expense. The Company shall reimburse the reasonable cost of expenditure incurred by you in accordance with its policy.

#### **6. OUTSIDE INTERESTS**

- 6.1 As a condition precedent to commencement of your appointment, you are required to declare any such Directorships, appointments and interests to the Board in writing in the prescribed form. In the first board Meeting in which you participate as a Director of the Company and thereafter at the first Meeting of the Board in every financial year or whenever there is any change in the circumstances which may affect your status as an

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independent Director, you shall give a declaration that you meet criteria for independence as specified in Section 149 of the Companies Act.

- 6.2 You must inform the chairman in advance of any changes to these commitments. In certain circumstances, you may have to seek the Board's agreement before accepting further commitments which either might give rise to a conflict of interest or a conflict with any of your duties to the Company, or which might impact on the time that you are able to devote to your role at the Company.
- 6.3 It is accepted and acknowledged that you may have business interests other than those of the Company and you have declared any conflicts that are apparent at present. If you become aware of any further potential or actual conflicts of interest, these should be disclosed to the chairman and/or Company secretary as soon as you become aware of them and again you may have to seek the agreement of the Board.
- 6.4 You must also ensure that you make appropriate disclosures as may be required by any law or regulation in order to avoid any conflict or to ensure effective statutory reporting of related or interested party transactions.
- 6.5 The Board has determined that you are independent according to the provisions of applicable laws, codes and guidelines.

## 7. CONFIDENTIALITY

- 7.1 You acknowledge that all information acquired during your appointment is confidential to the Company and should not be released, communicated or disclosed to third parties or used for any reason other than in the interests of the Company, either during your appointment or following termination (by whatever means), without prior approval from the chairman. This restriction shall cease to apply to any confidential information which may (other than by reason of your breach) become available to the public generally.  
You acknowledge the need to hold and retain Company information (in whatever format you may receive it) under appropriately secure conditions.

## 8. INSIDE INFORMATION AND DEALING IN THE SHARES OF COMPANY'S ULTIMATE HOLDING COMPANY I.E. AMBER ENTERPRISES INDIA LIMITED

- 8.1 During your period of appointment you are required to comply with the provisions of regulations, guidelines and codes in relation to dealing in the Company's ultimate holding company's i.e. Amber Enterprises India Limited's publicly traded or quoted securities, and any such other code as the Company may adopt from time to time which sets out the terms for dealings by Directors in the Company's publicly traded or quoted securities.

## 9. EVALUATION

- 9.1 The Board of Directors will carry out an evaluation of the performance of the Board as a whole, Board Committees and Directors on an annual basis as per Nomination and

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Remuneration Policy of the Company. Your appointment and reappointment on the Board shall be subject to the outcome of the yearly evaluation process.

**10. PUBLICATION OF THE LETTER OF APPOINTMENT**

10.1 In line with provision of Clause IV sub clause 6 of Schedule IV, under Companies Act, 2013, the Company will make public the terms and conditions of your appointment and will also arrange for it to be displayed on the Company's website.

**11. INSURANCE AND INDEMNITY**

11.1 The Company has Directors' and officers' liability insurance and it intends to maintain such cover for the full term of your appointment.

**12. CHANGES TO PERSONAL DETAILS**

You shall advise the Chairman and/or the Company Secretary of the Company promptly of any change in your address or other personal contact details.

**13. RETURN OF PROPERTY**

On termination of your appointment with the Company however arising, or at any time at the Board's request, you shall immediately return to the Company all documents, records, papers or other property belonging to the Company which may be in your possession or under your control, and which relate in any way to the Company's or a group Company's business affairs and you shall not retain any copies thereof.

**14. MORAL RIGHTS**

You hereby irrevocably waive any moral rights in all works prepared by you, in the provision of your services to the Company, to which you are now or may at any future time be entitled under any law in any jurisdiction, including (but without limitation) the right to be identified, the right of integrity and the right against false attribution, and agree not to institute, support, maintain or permit any action or claim to the effect that any treatment, exploitation or use of such works or other materials, infringes your moral rights.

**15. POST-TERMINATION RESTRICTION**

By countersignature of this letter and in consideration for the fees payable to you under the terms of this letter, you agree that, in order to protect the confidential information, trade secrets and business connections of the Company and each Company in the Company's group to which you have access as a result of your appointment, you will not (without the previous consent in writing of the Company), for the period of twenty four months immediately after the termination of your

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appointment, whether as principal or agent and whether alone or jointly with, or as a Director, manager, partner, shareholder, employee consultant of, any other person, carry on or be engaged, concerned or interested in any business which is similar to or which is (or intends to be) in competition with any business being carried on by the Company or any Company in the Company's group.

**16. LIABILITY**

For any breach by you of the duties set out under Clause 2 above and your general responsibilities towards the Company, you will be subject to the penal consequences as set out under applicable laws. Subject to applicable laws, in relation to the Company, you would be liable for such acts of omission or commission by the Company which had occurred with your knowledge, attributable through Board processes, and with your consent or connivance, or where you have not acted diligently.

**17. DATA PROTECTION**

17.1 By signing this letter you consent to the Company holding and processing data about you for legal, personnel, administrative and management purposes and in particular to the processing of any personal data (as may be defined in data protection legislation) relating to you including, as appropriate:

- (a) information about your physical or mental health or condition in order to monitor sick leave and take decisions as to your fitness to perform your duties; or
- (b) your racial or ethnic origin or religious or similar beliefs in order to monitor compliance with equal opportunities legislation; or
- (c) information relating to any civil or criminal proceedings in which you have been involved for insurance purposes and in order to comply with legal requirements and obligations to third parties.

**18. ENTIRE AGREEMENT**

18.1 This letter and any document referred to in it constitutes the entire terms and conditions of your appointment and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between you and the Company, whether written or oral, relating to its subject matter.

18.2 You agree that you shall have no remedies in respect of any representation, assurance or warranty (whether made innocently or negligently) that is not set out in this letter and you shall not have any claim for innocent or negligent misrepresentation/misstatement based on any statement in this letter.

**19. VARIATION**

No variation of this letter shall be effective unless it is in writing and signed by you and the Company (or respective authorised representatives).

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## 20. GOVERNING LAW AND JURISDICTION

Your appointment with the Company and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of India and you and the Company irrevocably agree that the courts of New Delhi shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this appointment or its subject matter or formation (including non-contractual disputes or claims).

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## **Annexure – A: CODE FOR INDEPENDENT DIRECTORS**

The Code is a guide to professional conduct for independent directors. Adherence to these standards by independent directors and fulfillment of their responsibilities in a professional and faithful manner will promote confidence of the investment community, particularly minority shareholders, regulators and companies in the institution of Independent Directors.

### **I. Guidelines for Professional Conduct**

An Independent Director shall:

1. uphold ethical standards of integrity and probity;
2. act objectively and constructively while exercising his duties;
3. exercise his responsibilities in a *bona fide* manner in the interest of the Company;
4. devote sufficient time and attention to his professional obligations for informed and balanced decision making;
5. not allow any extraneous considerations that will vitiate his exercise of objective independent judgment in the paramount interest of the Company as a whole, while concurring in or dissenting from the collective judgment of the Board in its decision making;
6. not abuse his position to the detriment of the Company or its shareholders or for the purpose of gaining direct or indirect personal advantage or advantage for any associated person;
7. refrain from any action that would lead to loss of his independence;
8. where circumstances arise which make an independent Director lose his independence, the independent Director must immediately inform the Board accordingly; and
9. assist the Company in implementing the best corporate governance practices.

### **II. Role and functions:**

The independent Directors shall:

- (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;

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- (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) satisfy themselves on the integrity of financial information and that financial controls 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;
- (8) moderate and arbitrate in the interest of the company as a whole, in situations of conflict between management and shareholder's interest.

### III. Duties :

The independent directors shall :

- (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 is a member;
- (4) participate constructively and actively in the committees of the Board in which they are chairpersons or members;
- (5) strive to attend the general meetings of the company;
- (6) where they 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 behaviour, actual or suspected fraud or violation of the company's code of conduct or ethics policy;

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- (12) act within their authority, assist in protecting the legitimate interests of the company, shareholders and its employees;
- (13) not disclose confidential information, including commercial secrets, technologies, advertising and sales promotion plans, unpublished price sensitive information, unless such disclosure is expressly approved by the Board or required by law.

#### **IV. Manner of appointment:**

- (1) Appointment process of independent directors shall be independent of the company management; while selecting independent directors the Board shall ensure that there is appropriate balance of skills, experience and knowledge in the Board so as to enable the Board to discharge its functions and duties effectively.
- (2) The appointment of independent director(s) of the company shall be approved at the meeting of the shareholders.
- (3) The explanatory statement attached to the notice of the meeting for approving the appointment of independent director shall include a statement that in the opinion of the Board, the independent director proposed to be appointed fulfils the conditions specified in the Act and the rules made thereunder and that the proposed director is independent of the management.
- (4) The appointment of independent directors shall be formalized through a letter of appointment, which shall set out :
  - (a) the term of appointment;
  - (b) the expectation of the Board from the appointed director; the Board-level committee(s) in which the director is expected to serve and its tasks;
  - (c) the fiduciary duties that come with such an appointment along with accompanying liabilities;
  - (d) provision for Directors and Officers (D and O) insurance, if any;
  - (e) the Code of Business Ethics that the company expects its directors and employees to follow;
  - (f) the list of actions that a director should not do while functioning as such in the company; and
  - (g) the remuneration, mentioning periodic fees, reimbursement of expenses for participation in the Boards and other meetings and profit related commission, if any.
- (5) The terms and conditions of appointment of independent directors shall be open for inspection at the registered office of the company by any member during normal business hours.
- (6) The terms and conditions of appointment of independent directors shall also be posted on the company's website.

#### **V. Re-appointment:**

The re-appointment of independent director shall be on the basis of report of performance evaluation.

<b>REGD. OFFICE :</b> S.No. 5 (P), Hissa No. 2/4/2, Shogini Building, Katraj-Dehuroad By-Pass, Near Sinhagad Road Fly over Ambegaon Budruk, Taluka Haveli, Dist. Pune – 411046. Tel. : 020 66471700 Email : Info@shogini.com Website : www.shogini.com	<b>WORKS :</b> Gat No. 788, Khed Shivapur, Taluka Haveli, Dist. Pune, 412205 Fax : 020 66471820 Tel. : 020 66471800 Email : streception@shogini.com CIN – U32104PN1982PTC028059
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## **VI. Resignation or removal:**

- (1) The resignation or removal of an independent director shall be in the same manner as is provided in sections 168 and 169 of the Act.
- (2) An independent director who resigns or is removed from the Board of the company shall be replaced by a new independent director within three months from the date of such resignation or removal, as the case may be.
- (3) Where the company fulfils the requirement of independent directors in its Board even without filling the vacancy created by such resignation or removal, as the case may be, the requirement of replacement by a new independent director shall not apply.

## **VII. Separate meetings:**

- (1) The independent directors of the company shall hold at least one meeting in a financial year, without the attendance of non-independent directors and members of management;
- (2) All the independent directors of the company shall strive to be present at such meeting;
- (3) The meeting shall:
  - (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 timeliness of flow of information between the company management and the Board that is necessary for the Board to effectively and reasonably perform their duties.

## **VIII. Evaluation mechanism:**

- (1) The performance evaluation of independent directors shall be done by the entire Board of Directors, excluding the director being evaluated.
- (2) On the basis of the report of performance evaluation, it shall be determined whether to extend or continue the term of appointment of the independent director.