



**MANGLAM INFRA & ENGINEERING LIMITED**

**TERMS AND CONDITIONS OF APPOINTMENT OF INDEPENDENT  
DIRECTOR**

Date: \_\_\_\_\_

To,  
Shri/Smt. \_\_\_\_\_  
DIN: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**Subject: Your appointment as an Independent Director**

Dear Sir/Madam,

We are pleased to inform you that the shareholders of the company at their \_\_\_\_\_ General meeting i.e. held on \_\_\_\_\_, have approved your appointment as an Independent Director for a term of five consecutive years commencing from \_\_\_\_\_ to \_\_\_\_\_.

**Pursuant to the provisions of Section 149 150 and 152 of the Companies Act, 2013 read with the schedule - IV and the rules made thereof and applicable provisions of SEBI (LODR) Regulation, 2015**

The terms and conditions of appointment of Independent Directors are subject to the extent provisions of the (i) applicable laws, including the Companies Act, 2013 ('2013Act') and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015("LODR") and (ii)Articles of Association of the Company.

The broad terms and conditions of their appointments as Independent Directors of the Company are reproduced here under:

**I. APPOINTMENT**

The appointment process of Independent Directors is independent of the Company management. During the selection process, the Board of Directors ("Board") 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.

The tenure/term of appointment of the Independent Director shall be as may be determined by the Board and the shareholders in accordance with applicable laws. Independent Directors shall not be liable to retirement by rotation. Re-appointment at the end of the term shall be based on Independent Director continuing to meet the independence criteria and in accordance with applicable laws and regulations and on the recommendation of the Nomination and Remuneration Committee and subject to the approval of the Board and the shareholders.

During the term of the appointment, the Independent Director may be asked to serve on one or more Committees of the Board as determined by the Board of the Directors from time to time.

As long as he/she is an Independent Director of the Company, the number of companies in which he/she shall hold office as a Director or a Chairman or Committee member will not exceed the limit stipulated under the Act and SEBI (Listing Obligation and Disclosure Requirement), 2015 ("the Listing Regulation").

An Independent Director will ensure compliance with other provisions of the Act and the Listing Regulations as applicable as an Independent Director.

*Your Appointment as an independent director is for a term of five consecutive years commencing from \_\_\_\_\_ to \_\_\_\_\_.*

## **II. ROLE, DUTIES AND RESPONSIBILITIES**

1. As members of the Board, they along with the other Directors will be collectively responsible for meeting the objectives of the Board which include:
  - a) Requirements under the Companies Act, 2013
  - b) Accountability under the Director's Responsibility Statement.
2. They shall abide by the 'Code for Independent Directors' as outlined in Schedule IV to section 149(8) of the 2013 Act, and duties of directors as provided in the 2013 Act (including Section 166).
3. They are particularly requested to provide guidance in their area of expertise.

## **III. OTHER OBLIGATIONS AND COMPLIANCES**

The Independent Director will execute /confirm with respect to the following documentation on a periodic basis:

1. Confirmation that he is not disqualified to act as a Director of the Company in terms of the Companies Act, 2013;
2. Code of Conduct for Independent Directors as per Schedule IV of the Companies Act, 2013.
3. Disclosure of change in interest in companies where he is appointed/ceased as a Director or Key Managerial Personnel.
4. Confirmation that his directorships in companies do not conflict with the interest of the Company.
5. Compliance with the Company's Business Ethics Policy for Directors and Employees.
6. Compliance with the Company's Code of Conduct for Board of Directors and Senior Management Personnel
7. Any other laws, rules, regulation, codes and policies as applicable from time to time.

## **IV. TIME COMMITMENT**

They agree to devote such time as is prudent and necessary for the proper performance of their role, duties and responsibilities as an Independent Director.

## **V. REMUNERATION**

As Independent Directors, they shall be paid such remuneration by way of 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, subject to the limits prescribed under the Companies Act, 2013 and Rules made thereunder (as amended from time to time).

In addition to the sitting fees, commission that may be determined by the Board may also be payable to them subject to the limits and necessary approvals as required under applicable laws. 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.

## **VI. INFORMATION ON MEETINGS**

### **1. Scheduling of Board and Committee meetings**

Dates for the Board and Committee meeting for the ensuing year shall be decided and informed to Independent Director in advance by way of Notice and Agenda of concerned meeting. The Board meets once in every quarter to review the quarterly results and other items on the agenda. Additional meetings are held as and when need arises. Board invites senior managerial personnel of the Company whenever additional details into the items being discussed are required.

### **2. Independent Directors' Meeting**

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. Independent Director shall strive to be present at such meeting. The meeting shall review the performance of Non-Independent Directors, Board and Chairperson of the Company. It shall also 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.

## **VII. TRAINING AND DEVELOPMENT**

The Company may conduct formal training program for its Independent Directors.

The Company may, as may be required, support Directors to continually update their skills and knowledge. Familiarize the Independent Directors with the company, their roles, responsibilities in the company and nature of the Industry in which the company operates, business model of the company etc.

## **VIII. PERFORMANCE APPRAISAL / 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. However, the actual evaluation process shall remain confidential and shall be a constructive mechanism to improve the effectiveness of the Board/Committee.

## **IX. DISCLOSURES, OTHER DIRECTORSHIPS AND BUSINESS INTERESTS**

During the Term, they agree to 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 also agree that upon becoming aware of any potential conflict of interest

with their position as Independent Directors of the Company, they shall promptly disclose the same to the Chairman and the Company Secretary.

During their Term, they agree to promptly 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.

#### **X. 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.

#### **XI. 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 the director failing to meet the criteria for independence as envisaged in Section 149(6) of the 2013 Act.

#### **XII. CONFIDENTIALITY**

He/she will have access to confidential information, whether or not the information is marked or designated as “confidential” or “proprietary”, relating to the Company and its business including legal, financial, technical, commercial, marketing and business related records, data, documents, reports, etc., client information, intellectual property rights (including trade secrets), (“Confidential Information”).

He/she shall use reasonable efforts to keep confidential and to not disclose to any third party, such Confidential Information. If any Confidential Information is required to be disclosed by him/her in response to any summons or in connection with any litigation, or in order to comply with any applicable law, order, regulation or ruling, then any such disclosure should be, to the extent possible, with the prior consent of the Board.

The Board may prescribe any further duties and responsibilities, including as per the applicable statutory provisions.

#### **XIII. MISCELLANEOUS**

The terms of appointment contained in this letter along with your detailed profile shall be disclosed on the website of the Company and the relevant stock exchanges.

#### **XIV. ACCEPTANCE OF APPOINTMENT**

Please confirm your acceptance of the above terms by signing and returning the enclosed duplicate copy of this letter. We look forward to your support and commitment towards the Company.

Yours sincerely,

For & on behalf of **Manglam Infra & Engineering Limited**

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**Chairperson/Mangaing Director/Whole Time Director**

**XV. AGREE AND ACCEPT**

I have read and understood the terms of my appointment as an Independent Director of the Company and I hereby affirm my acceptance to the same.

Signature:

Name:

Date: