

INDO RAMA SYNTHETICS (INDIA) LIMITED

(CIN: L17124MH1986PLC166615)

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

Terms and conditions of appointment of Independent Directors of the Company in accordance with the requirements of Schedule IV to the Companies Act, 2013 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015:

Terms and conditions of appointment of Independent Directors:**I. Term:**

Currently, the Company has 4 (Four) Independent Directors ("IDs") as under:

- (i) Mr. Suman Jyoti Khaitan** (DIN: 00023370) has been re-appointed as a Non-Executive Independent Director of the Company at their 33rd Annual General Meeting held on 26th day of July 2019, for a second term of 5 (five) consecutive years commencing from 15th May 2019 up to 14th May 2024.
- (ii) Mr. Dhanendra Kumar** (DIN: 05019411) has been appointed as a Non-Executive Independent Director of the Company at their 34th Annual General Meeting held on 26th day of August 2020, for a term of 5 (five) consecutive years commencing from 14th day of February 2020 up to 13th day of February 2025.
- (iii) Mrs. Ranjana Agarwal** (DIN: 03340032) has been re-appointed as a Woman Non-Executive Independent Director of the Company at their 34th Annual General Meeting held on 26th day of August 2020, for a second term of 5 (five) consecutive years commencing from 18th day of May 2020 up to 17th day of May 2025.
- (iv) Mr. Dharmpal Agarwal** (DIN: 00084105) has been appointed as an Additional Non-Executive Independent Director of the Company at their 36th Annual General Meeting held on 25th day of July 2022, for a term of 5 (five) consecutive years commencing from 25th day of November 2021 up to 24th day of November 2026.

II. Other Terms and Conditions:**Appointment**

- 1) The Independent Directors shall be bound by the Code for Independent Directors given in Schedule IV of the Companies Act, 2013 (the "Act");
- 2) This is neither a contract for service nor a contract of employment with the Company;
- 3) The Independent Directors of the Company shall not be liable to retire by rotation;
- 4) In accordance with the currently applicable provisions of the Act and the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("Listing Regulations"), Independent Directors will serve for not more than two terms of 5 (five) years each. Their re-appointment as an Independent Director will be considered by the Board as per the laws and regulations prevailing at the relevant time;
- 5) As laid down in the Act, Independent Directors performance as a member of the Board as well as the performance of the entire Board and its Committees shall be evaluated annually;
- 6) In line with provisions of Para-IV of Schedule IV of the Act, the Company will display the terms of the appointment on the Company's website.

Role & Time commitment

- 1) In order to enable Independent Directors to carry out their duties, Independent Directors will, after consultation with the Management of the Company, if that is practicable (and, if appropriate, jointly with any other Non-Executive Directors, whose interests are the same as Independent Directors), be entitled to seek external independent advice at the Company's expense;
- 2) Independent Directors shall devote such time to the affairs of the Company as is required to meet the expectations of their role and duties as Independent Director of the Company as prescribed under Schedule IV of the Act;
- 3) During the course of Independent Directors appointment with the Company, the Board of Directors may appoint them as a member of its Committee(s) from time to time;
- 4) Independent Directors will be required to attend the meeting of the Independent Directors of the Company. At least one such meeting of the Independent Directors of the Company, in a financial year, shall be arranged and held at such time and place convenient to the Independent Directors, inter-alia:
 - i) to review the performance of Non-Independent Directors and the Board as a whole;

Terms and Conditions of
Appointment of Independent Directors

- ii) to review the performance of the Chairperson of the Company, taking into account the views of Executive Directors and Non-Executive Directors;
- iii) to 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.

Fees

- 1) All the Independent Directors will be paid Sitting Fee per meeting of the Board and any Committee thereof, as per the following schedule of fee:

(Amount in ₹)

Board Meeting	50,000.00
Audit Committee Meeting	50,000.00
Any other Committee Meeting	50,000.00

The above fee schedule can be amended by the Board of Directors from time to time.

- 2) Independent Directors are also entitled to reimbursement of travel expenses incurred for attending the Meeting of Board of Directors or any Committee thereof.

Insurance

The Company will use its best endeavours to maintain appropriate Directors' and Officers' (D&O) liability insurance (including ensuring that premiums are properly paid) for Independent Directors benefit:

- i) during the Appointment; and
- ii) after the Appointment,

in each case in respect of any matter occurring or alleged to have occurred while the individuals or was a Director of the Company.

Furthermore, the Company will use its best endeavours to retain in any renewed D&O Policy a clause permitting the Independent Directors to notify claims for an extended period following non-renewal of D&O cover.

Other Directorships and business interests

- 1) As per the Independent Directors declarations under Section 165 of the Act providing their number of directorships, the Company acknowledges that Independent Directors have business interests other than those of the Company.
- 2) In the event Independent Directors become aware of any potential conflicts of interest these should be disclosed to the Company as soon as they become apparent.
- 3) Independent Directors will make all statutory disclosures/confirmations as required to be made under applicable laws including but not limited to:
 - i) Annual / event-based disclosures as per Act;
 - ii) Disclosures under Listing Regulations;
 - iii) Disclosure under Code of Conduct for Prevention of Insider Trading; and
 - iv) Disclosures under Code for Directors and Senior Management.

Compliance with various Code and Policies of the Company

- 1) During their appointment, Independent Directors are required to comply with all the relevant regulations as may be issued by the Securities and Exchange Board of India (SEBI) from time to time.
- 2) During their appointment, Independent Directors are required to comply with the prescribed Code of Conduct for Directors and Senior Management of the Company and Code of Conduct for Regulating, Monitoring and Reporting Trading in Securities as approved by the Board of Directors.

Cessation

- 1) Independent Directors may resign from the directorship of the Company by giving a notice in writing to the Company stating the reasons for resignation and also to the Registrar of Companies. The resignation shall take effect from the date on which the notice is received by the Company or the date, if any, specified by Independent Directors in their notice, whichever is later.
- 2) Notwithstanding the other terms and conditions of this letter, the appointment may be terminated at any time in accordance with the provisions of the Articles of Association (AOA) or the provisions for the removal of Directors under the Act or Listing Regulations.
- 3) If at any stage during the term, there is a change that may affect their status as an Independent Director as envisaged in Section 149(6) of the Act, or if applicable, Independent Directors fail to meet the criteria for independence under the provisions of the Listing Regulations, Independent Directors agree to promptly submit their resignation to the Company with effect from the date of such change.

Confidentiality

- 1) Independent Directors must apply the highest standards of confidentiality, and not disclose to any person or company (whether during the course of the appointment or at any time after its termination), any confidential information concerning the Company and its Group Companies with which they come across by virtue of their position as an Independent Director of the Company.
- 2) Their attention is drawn to the requirements under both legislation and regulation as to the disclosure of price-sensitive information, consequently, they should not make any statements that might risk a breach of these requirements.
- 3) On termination of the appointment, Independent Directors will deliver to the Company all documents, papers and other property of or relating to the business of the Company or its Group Companies which are in their possession, custody or power by virtue of their position as an Independent Director of the Company.

Induction & Training

The Company will, as and when required, provide a comprehensive induction and training program to help Independent Directors build up an understanding of the Company, its business and the markets in which it operates. The Company will arrange for site visits and meetings with senior and middle management and the Company's Auditors.
