

TERMS AND CONDITIONS OF APPOINTMENT OF INDEPENDENT DIRECTORS of MANGALAM ENGINEERING PROJECTS LIMITED

1. **APPOINTMENT:** Appointment is for an initial term of five consecutive years on the board of the Company but shall be eligible for re-appointment on passing of a special resolution by the Company.
Re-appointment shall be based on the performance evaluation report.

2. **REMUNERATION:** Independent Directors of the Company are entitled to sitting fees for attending meeting of the Board and Committee **thereof** and such commission on Net profits as may be recommended by the Nomination and Remuneration Committee of the Board and approved by the Board of Directors of the Company. The Company may reimburse all reasonable and properly documented expenses that are incurred by a director in performing the duties for the Company.

3. The Independent Director of the Company should satisfy the criteria lay down under Section 149(6) of the Companies Act, 2013.

4. **Declaration of Independence:** The Independent Director is required to declare any such directorships, appointments and interests to the Board in writing in the prescribed form at the time of appointment and thereafter first meeting of financial **year** or whenever there is any change in the circumstances which may affect his status of independence.

5. The Independent Director shall be abiding by the “Code for Independent Director” as outlined in Schedule IV of the Companies Act, 2013.

6. The Independent Director shall possess appropriate skills, expertise and knowledge in one or more fields of finance, law, management, sales, marketing, administration, research, corporate governance, technical operations, or other disciplines related to the Company’s business.

7. **Committees:** The Board of **Directors** (the Board) may, if it deems fit, invite the Independent Director for being appointed on one or more existing Board Committees or any such Committee that is set up in the future. The Independent Directors appointment on such Committee(s) will be subject to the applicable regulations.

8. **Time Commitment:** By accepting **this** appointment, the Independent Director confirms that he/she is able to allocate sufficient time to meet the expectations from the Independent Director role to the satisfaction of the Board.
9. **Role, Duties, Responsibility & Obligations:** the role, duties, responsibility & obligations of the Independent Director will be those as Specified under Companies Act, 2013 and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.
10. **Reporting:** Non Executive director take responsibility for the process for accurately reporting on performance and the **financial position** of the Company
11. **Compliance:** Non-Executive directors should keep governance and compliance with the applicable legislation and regulations under review and the conformity of the company practices to accept norms.
12. **Status of Appointment:** The Independent Director is not an employee of the Company and this letter shall not constitute a contract of employment.
13. **Conflict of Interest:** It is accepted and acknowledged that the Independent Director may have business interests other than those of the Company.
14. **Change of Personal Details:** During the term the Independent Director Shall promptly intimate the Company Secretary or Board and Registrar of Companies in the prescribed manner of any change in address or other contact details provided to the Company.
15. **Performance Evaluation process:** As members of the Board, your 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.
16. **Confidentiality:** All information acquired during the appointment is confidential to TIL and should not be released, either during the Independent Director appointment or following termination (by whatever means) to third parties without prior clearance from the Board unless required by law or by the rules of any regulatory body. On reasonable request, the Independent Director shall surrender any documents and other materials made available to the Independent Director by TIL. The Independent Director's attention is also drawn to the requirements under the applicable regulations and the Company's Code of Conduct for Prohibition of Insider Trading, which concerns the disclosure of price sensitive information and dealing in the securities of the Company. Consequently the Independent Director should avoid making any statements or performing any transactions that might risk a breach of these requirements without prior clearance from the Board of Directors.

17. **Termination:** The Independent Director may resign from the position at any time and should the Independent Director wish to do so, the Independent Director is requested to send a reasonable written notice to the Board and at the registered office of the Company. Continuation of the Independent Director Appointment is contingent on the Independent Director getting re-elected by the shareholders in accordance with provisions of Companies Act, 2013 the Articles of Association of the Company and Listing Agreement, from time to time in force. The Independent Directors appointment may also be terminated in accordance with the provisions of the Companies Act, 2013 and Listing Agreement Applicable to the Company, from time to time in force.