

MANAKSIA LIMITED

TERMS AND CONDITIONS OF APPOINTMENT OF INDEPENDENT DIRECTORS OF THE COMPANY

The following are the terms and conditions of appointment of Independent Directors of the Company viz. Dr. Kali Kumar Chaudhuri, Mrs. Smita Khaitan:

TERM OF RE-APPOINTMENT:

- 1.1 As per the provisions of sub-section (10) of Section 149 of the Companies Act, 2013 ('The Act') and in accordance with the resolution passed by the Shareholders in the 35th AGM of the Company held on 25th September, 2019, your re-appointment will commence for a second term of five consecutive years w.e.f. 26th September, 2019.
- 1.2 Your re-appointment shall not be subject to retirement by rotation as per the provisions of sub-section (6) of Section 152 of Companies Act, 2013 read with the Articles of Association of the Company.
- 1.3 Your re-appointment as Independent Director of the Company is based, *inter alia*, on the declaration given by you that you comply with the conditions of independence as listed in Section 149 (6) of the Companies Act 2013, read with relevant rules, and the Listing Regulations. If there is any change in circumstances affecting your independence, you are required to immediately let the Board of Directors know of the same, in terms of Section 149 (7) of the Act.
- 1.4 Your re-appointment will also terminate automatically on the expiry of the term of re-appointment as above, or if you vacate your office in terms of section 167 of the Act or if you are removed in terms of Section 169 of the Act. There is no compensation for termination of office under any circumstance.

2. DUTIES

- 2.1 As an independent director, besides the functions and duties applicable to every director, or the functions or duties of the Board collectively, you have several duties as set out in Schedule IV of the Act. A copy of the same is enclosed herewith.
- 2.2 **Committees to be served**– You may have to serve as a member of any of the Committees of the Board and/or to accept additional re-appointments in or on behalf of the Company where best practice requirements dictate that an independent, non-executive director's presence is required, subject to the approval of the Board. The tasks to be accomplished by being a part of each of the committees have been specified in the terms of the respective committee.

3. REMUNERATION

- 3.1 You will be entitled to such sitting fees as approved by the Board. Currently, the sitting fees are Rs. 12,000/- for every Board Meeting and Audit Committee Meeting, and Rs. 5,000/- for every other Committee Meeting attended during your term of re-appointment. Expenses incurred by you for the purpose of attending any meeting of the Board will be reimbursed separately as per the Company's normal policy on reimbursements.

3.2 With the prior approval of the Managing Director (MD), you may seek independent professional advice, at the expense of the Company, on any matter connected with the discharge of your responsibilities as a Director. Copies of this advice must be made available to, and for the benefit of, all Board members, unless the MD otherwise agrees.

4. GENERAL

4.1 **Fiduciary duties and accompanying liabilities** – You will be expected to perform your general fiduciary duties and exercise the skill and care expected of every Director. You do not have authority to commit the Company in any way, nor should you make any statements on behalf of the Company or concerning the Company to the media, financial institutions or anyone associated with the stock market or investor community without the express authorisation of the Board.

You will be held liable, only in respect of such acts of omission or commission by the Company, which have occurred with your knowledge, attributable through Board processes, and with your consent or connivance or where you have not acted diligently.

4.2 **Directors and Officers (D and O) insurance**– The Company may seek cover for Directors' and Officers' liability insurance.

4.3 **The Code of Conduct** – The Company has framed a code of conduct to be observed by its Board of Directors and Senior Management Personnel which is placed on the website of the Company. The purpose of this code is to enhance ethical and transparent process in managing the affairs of the Company.

4.4 The list of actions that a director should not perform while functioning as such in the Company includes the following:

4.4.1 Any action that involves any violation of applicable law;

4.4.2 Any action that involves any breach, in letter and spirit, of the Company's Code of Business Ethics;

4.4.3 Any action that involves the directors' personal interest, except as disclosed as per applicable law, or unduly compromises or conflicts with the interest of the company.

4.5 We confirm that:-

(a) You will be given full access to all information on or about the Company and its affairs which is available to the executive directors;

(b) Agendas for Board meetings and all relevant papers, which require study before Board meetings, will be provided to you in good time (save in exceptional circumstances) to allow you to consider them in advance of meetings (and likewise for the proceedings of committees); and

(c) You will be given access to the Managing Director and the Chief Financial Officer of the Company, on a personal basis, whenever you request to see them, subject to their diaries permitting.

The following are the terms and conditions of appointment of Mr. Kanad Purkayastha as Independent Director of the Company:

1. TERM OF APPOINTMENT:

- 1.1 As per the provisions of sub-section (10) of Section 149 of the Companies Act, 2013 ('The Act') and in accordance with the resolution passed by the Shareholders at the 35th AGM of the Company held on 25th September 2019, your appointment commences w.e.f. 18th May, 2019 for a period of five consecutive years and will continue upto 17th May, 2024.
- 1.2 Your appointment shall not be subject to retirement by rotation as per the provisions of sub-section (6) of Section 152 of Companies Act, 2013 read with the Articles of Association of the Company.
- 1.3 Your appointment as Independent Director of the Company is based, *inter alia*, on the declaration given by you that you comply with the conditions of independence as listed in Section 149 (6) of the Companies Act 2013, read with relevant rules, and the Listing Regulations. If there is any change in circumstances affecting your independence, you are required to immediately let the Board of Directors know of the same, in terms of Section 149 (7) of the Act.
- 1.4 Your appointment will also terminate automatically on the expiry of the term of appointment as above, or if you vacate your office in terms of section 167 of the Act or if you are removed in terms of Section 168 of the Act. There is no compensation for termination of office under any circumstance.

2. DUTIES

- 2.1 As an independent director, besides the functions and duties applicable to every director, or the functions or duties of the Board collectively, you have several duties as set out in Schedule IV of the Act. A copy of the same is enclosed herewith.
- 2.2 **Committees to be served**– You may have to serve as a member of any of the Committees of the Board and/or to accept additional re-appointments in or on behalf of the Company where best practice requirements dictate that an independent, non-executive director's presence is required, subject to the approval of the Board. The tasks to be accomplished by being a part of each of the committees have been specified in the terms of the respective committee.

3. REMUNERATION

- 3.1 You will be entitled to such sitting fees as approved by the Board. Currently, the sitting fees are Rs. 12,000/- for every Board Meeting and Audit Committee Meeting, and Rs. 5,000/- for every other Committee Meeting attended during your term of appointment. Expenses incurred by you for the purpose of attending any meeting of the Board will be reimbursed separately as per the company's normal policy on reimbursements.
- 3.2 With the prior approval of the Managing Director (MD), you may seek independent professional advice, at the expense of the Company, on any matter connected with the discharge of your responsibilities as a Director. Copies of this advice must be made available to, and for the benefit of, all Board members, unless the MD otherwise agrees.

4. GENERAL

4.1 **Fiduciary duties and accompanying liabilities** – You will be expected to perform your general fiduciary duties and exercise the skill and care expected of every Director. You do not have authority to commit the Company in any way, nor should you make any statements on behalf of the Company or concerning the Company to the media, financial institutions or anyone associated with the stock market or investor community without the express authorisation of the Board.

You will be held liable, only in respect of such acts of omission or commission by the Company, which have occurred with your knowledge, attributable through Board processes, and with your consent or connivance or where you have not acted diligently

4.2 **Directors and Officers (D and O) insurance**– The Company may seek cover for Directors’ and Officers’ liability insurance.

4.3 **The Code of Conduct** – The Company has framed a code of conduct to be observed by its Board of Directors and Senior Management Personnel which is placed on the website of the Company. The purpose of this code is to enhance ethical and transparent process in managing the affairs of the Company.

4.4 The list of actions that a director should not perform while functioning as such in the company includes the following:

4.4.1 Any action that involves any violation of applicable law;

4.4.2 Any action that involves any breach, in letter and spirit, of the Company’s Code of Business Ethics;

4.4.3 Any action that involves the directors’ personal interest, except as disclosed as per applicable law, or unduly compromises or conflicts with the interest of the company.

4.5 We confirm that:–

(a) You will be given full access to all information on or about the Company and its affairs which is available to the executive directors;

(b) Agendas for Board meetings and all relevant papers, which require study before Board meetings, will be provided to you in good time (save in exceptional circumstances) to allow you to consider them in advance of meetings (and likewise for the proceedings of committees); and

(c) You will be given access to the Managing Director and the Chief Financial Officer of the Company, on a personal basis, whenever you request to see them, subject to their diaries permitting.

The following are the terms and conditions of appointment of Mr. Ramesh Kumar Maheshwari, Mr. Biswanath Bhattacharjee and Mrs. Nidhi Bhaeti as Independent Director of the Company:

1. TERM OF APPOINTMENT:

- 1.1 As per the provisions of sub-section (10) of Section 149 of the Companies Act, 2013 ('The Act') and in accordance with the resolution passed by the Shareholders at the 35th AGM of the Company held on 25th September 2019, your appointment commences w.e.f. 16th July, 2019 for a period of five consecutive years and will continue upto 15th July, 2024.
- 1.2 Your appointment shall not be subject to retirement by rotation as per the provisions of sub-section (6) of Section 152 of Companies Act, 2013 read with the Articles of Association of the Company.
- 1.3 Your appointment as Independent Director of the Company is based, *inter alia*, on the declaration given by you that you comply with the conditions of independence as listed in Section 149 (6) of the Companies Act 2013, read with relevant rules, and the Listing Regulations. If there is any change in circumstances affecting your independence, you are required to immediately let the Board of Directors know of the same, in terms of Section 149 (7) of the Act.
- 1.4 Your appointment will also terminate automatically on the expiry of the term of appointment as above, or if you vacate your office in terms of section 167 of the Act or if you are removed in terms of Section 168 of the Act. There is no compensation for termination of office under any circumstance.

2. DUTIES

- 2.1 As an independent director, besides the functions and duties applicable to every director, or the functions or duties of the Board collectively, you have several duties as set out in Schedule IV of the Act. A copy of the same is enclosed herewith.
- 2.2 **Committees to be served**– You may have to serve as a member of any of the Committees of the Board and/or to accept additional re-appointments in or on behalf of the Company where best practice requirements dictate that an independent, non-executive director's presence is required, subject to the approval of the Board. The tasks to be accomplished by being a part of each of the committees have been specified in the terms of the respective committee.

3. REMUNERATION

- 3.1 You will be entitled to such sitting fees as approved by the Board. Currently, the sitting fees are Rs. 12,000/- for every Board Meeting and Audit Committee Meeting, and Rs. 5,000/- for every other Committee Meeting attended during your term of appointment. Expenses incurred by you for the purpose of attending any meeting of the Board will be reimbursed separately as per the company's normal policy on reimbursements.
- 3.2 With the prior approval of the Managing Director (MD), you may seek independent professional advice, at the expense of the Company, on any matter connected with the discharge of your responsibilities as a Director. Copies of this advice must be made available to, and for the benefit of, all Board members, unless the MD otherwise agrees.

4. GENERAL

4.1 **Fiduciary duties and accompanying liabilities** – You will be expected to perform your general fiduciary duties and exercise the skill and care expected of every Director. You do not have authority to commit the Company in any way, nor should you make any statements on behalf of the Company or concerning the Company to the media, financial institutions or anyone associated with the stock market or investor community without the express authorisation of the Board.

You will be held liable, only in respect of such acts of omission or commission by the Company, which have occurred with your knowledge, attributable through Board processes, and with your consent or connivance or where you have not acted diligently

4.2 **Directors and Officers (D and O) insurance**– The Company may seek cover for Directors’ and Officers’ liability insurance.

4.3 **The Code of Conduct** – The Company has framed a code of conduct to be observed by its Board of Directors and Senior Management Personnel which is placed on the website of the Company. The purpose of this code is to enhance ethical and transparent process in managing the affairs of the Company.

The list of actions that a director should not perform while functioning as such in the company includes the following:

4.3.1 Any action that involves any violation of applicable law;

4.3.2 Any action that involves any breach, in letter and spirit, of the Company’s Code of Business Ethics;

4.3.3 Any action that involves the directors’ personal interest, except as disclosed as per applicable law, or unduly compromises or conflicts with the interest of the company.

4.4 We confirm that:–

(a) You will be given full access to all information on or about the Company and its affairs which is available to the executive directors;

(b) Agendas for Board meetings and all relevant papers, which require study before Board meetings, will be provided to you in good time (save in exceptional circumstances) to allow you to consider them in advance of meetings (and likewise for the proceedings of committees); and

(c) You will be given access to the Managing Director and the Chief Financial Officer of the Company, on a personal basis, whenever you request to see them, subject to their diaries permitting.