

SUSTAINABLE AGRO COMMERCIAL FINANCE LIMITED

CIN: U65999MH2011PLC213640

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

(Pursuant to the provisions of Schedule IV of the Companies Act, 2013)

The broad terms and conditions of appointment of Independent Directors are as under:

1. Terms of Appointment

The maximum tenure of Independent Director shall be governed by the provisions of Companies Act, 2013. Appointment of every independent director shall be approved by the members' of the Company. An Independent Director shall not be liable to retire by rotation.

2. Status of Appointment

The Independent Director will not be an employee of the Company and the appointment letter shall not constitute a contract of employment.

3. Role, Duties and Responsibilities

The roles and duties of the Independent Director will be those normally required of a Non- Executive Independent Director under the Companies Act, 2013. There are certain duties prescribed under section 166 of the Companies Act, 2013, for all Directors, both Executive and Non-Executive, which are inter-alia as under:

- a) Subject to the provisions of this Act, a director of a Company shall act in accordance with the articles of the Company.
- b) A director of a Company shall act in good faith in order to promote the objects of the Company for the benefit of its members as a whole, and in the best interests of the Company, its employees, the shareholders, the community and for the protection of environment.

- c) A director of a Company shall exercise his duties with due and reasonable care, skill and diligence and shall exercise independent judgment.
- d) A director of a Company shall not involve in a situation in which he may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the Company.
- e) A director of a Company shall not achieve or attempt to achieve any undue gain or advantage either to himself or to his relatives, partners, or associates and if such director is found guilty of making any undue gain, he shall be liable to pay an amount equal to that gain to the Company.
- f) A director of a Company shall not assign his office and any assignment so made shall be void.

Independent Director shall also be taking sufficient care to perform duties specified in the Code for Independent Director under Schedule IV of the Companies Act, 2013 (including any modification or re-enactment of the same) that comes with such an appointment along-with accompanying liabilities.

In addition to their role as Directors, the Board may nominate Independent Director as the Chairman/ Member of other Board Committees, as it may deem fit from time to time.

4. Remuneration:

The Independent Directors shall be paid sitting fees for attending the meetings of the Board and the Committees of which they are members. The sitting fees payable shall be determined by the Board from time to time.

Further, the Company may reimburse the Independent Directors such expenditure, as may be incurred by them while performing their role as an Independent Director of the Company, including expenditure incurred by them for travel, accommodation or any out-of-pocket expenses for attending Board / Committee Meetings, General Meetings, meetings with Shareholders / Creditors / Management, site visits, induction and training programs.

5. Insurance:

The Company has taken appropriate Directors' and Officers' Liability Insurance Policy and has paid premium for the same. The Company shall continue to maintain such insurance cover during the term of the Independent Directors appointment.

6. Confidentiality:

Independent Director 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 his /her termination) any confidential information concerning the Company and any Group Companies with which he or she comes into contact byvirtue of his / her position as a Non-Executive Independent Director of the Company.

7. Disclosures:

During the tenure of their directorship, the Independent Directors shall notify promptly the Company of any change in their directorships and shall provide all disclosures and information as may be required under the applicable laws. They shall also upon becoming aware of any potential conflict of interest with their position as Independent Directors of the Company, promptly disclose the same to the Chairmanof the Board or the Company Secretary.

8. Disengagement:

The Independent Directors may resign from the directorship of the Company by givinga notice in writing to the Company stating the reasons for resignation.
