



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

**FOR**

**VISION INFRA EQUIPMENT SOLUTIONS  
LIMITED**

## 1. Preamble

**Vision Infra Equipment Solutions Limited** (herein after referred as "the Company) has always been welcoming to the new professionals into the management yet the board believes in setting up the ground rules for the appointment of such professionals.

Board is aware of the requirement criteria set out in the Companies Act, 2013, Schedule IV and rules regulations and notifications issued by the authority in the time until now. Considering the same, board has laid down the following terms and conditions for the appointment of any new person as the independent director of the company.

Further, as stipulated under the provisions of the Companies Act, 2013, the appointment of Independent Directors shall be governed by the Schedule IV to the Companies Act, 2013 - 'Code For Independent Directors', enclosed to this letter as **Annexure I**, which primarily covers –

- I. **Guidelines of professional conduct**
- II. **Role and functions**
- III. **Duties**
- IV. **Manner of appointment**
- V. **Re-appointment**
- VI. **Resignation or removal**
- VII. **Separate meetings**
- VIII. **Evaluation mechanism**

The terms of the Appointment, which in any event shall be subject to the Companies Act, 2013, Rules made thereunder and the Articles of Association of the Company are set out below, as stipulated in Schedule IV to the said Act.

## 2. Appointment

- 1) The Appointment will be done for a term of five consecutive years, at a time with the approval of members through general meeting.
- 2) Board withholds the power of determining the relevance of required expertise and expertise of the person for the position of Independent director.
- 3) A person must fulfill following conditions as mentioned in section 149 of Companies Act, 2013:
  - a) who is or was not a promoter of the company or its holding, subsidiary or associate company;
  - b) who is not related to promoters or Directors in the company, its holding, subsidiary or associate company;
  - c) who has or had no pecuniary relationship, other than remuneration as such director or having transaction not exceeding ten per cent. of his total income or such amount as may be prescribed with the company, its holding, subsidiary or associate company, or their promoters, or Directors, during the two immediately preceding financial years or during the current financial year;
  - d) none of whose relatives—

- i. is holding any security of or interest in the company, its holding, subsidiary or associate company during the two immediately preceding financial years or during the current financial year:  
Provided that the relative may hold security or interest in the company of face value not exceeding fifty lakh rupees or two per cent. of the paid-up capital of the company, its holding, subsidiary or associate company or such higher sum as may be prescribed;
  - ii. is indebted to the company, its holding, subsidiary or associate company or their promoters, or Directors, in excess of such amount as may be prescribed during the two immediately preceding financial years or during the current financial year;
  - iii. has given a guarantee or provided any security in connection with the indebtedness of any third person to the company, its holding, subsidiary or associate company or their promoters, or Directors of such holding company, for such amount as may be prescribed during the two immediately preceding financial years or during the current financial year; or
  - iv. has any other pecuniary transaction or relationship with the company, or its subsidiary, or its holding or associate company amounting to two per cent. or more of its gross turnover or total income singly or in combination with the transactions referred to in sub-clause (i), (ii) or (iii);]
- e) who, neither himself nor any of his relatives—
- i. holds or has held the position of a key managerial personnel or is or has been employee of the company or its holding, subsidiary or associate company in any of the three financial years immediately preceding the financial year in which he is proposed to be appointed;  
Provided that in case of a relative who is an employee, the restriction under this clause shall not apply for his employment during preceding three financial years.
  - ii. is or has been an employee or proprietor or a partner, in any of the three financial years immediately preceding the financial year in which he is proposed to be appointed, of—  
(A) a firm of auditors or company secretaries in practice or cost auditors of the company or its holding, subsidiary or associate company; or  
(B) any legal or a consulting firm that has or had any transaction with the company, its holding, subsidiary or associate company amounting to ten per cent. or more of the gross turnover of such firm;
  - iii. holds together with his relatives two per cent. or more of the total voting power of the company; or
  - iv. is a Chief Executive or director, by whatever name called, of any nonprofit organization that receives twenty-five per cent or more of its receipts from the company, any of its promoters, Directors or its holding, subsidiary or associate company or that holds two per cent. or more of the total voting power of the company; or
- f) who possesses such other qualifications as may be prescribed in the act and rules and regulations thereof.



- 4) During your tenure as an Independent Director, you may be asked to serve on one or more of the Board committees. Copies of the terms of reference for each of those committees would be provided at the appropriate time, if not already provided to you.
- 5) You will strictly abide by the Code for Independent Directors referred to above.
- 6) The Company expects a commitment of sufficient time and attention as necessary in order to perform your duties under the Appointment. This will include attendance at regular and emergency Board meetings, any annual meeting of Independent Directors and the Annual General Meeting. You may also be required to attend regular meetings of any Board committee of which you are a member. In addition, you will be expected to devote appropriate preparation time ahead of each meeting.
- 7) By accepting the Appointment, you confirm that you are able to allocate sufficient time to perform your role.

### **3. Role & Duties**

As an Independent Director you have the same general legal responsibilities to the Company as any other Director, except that you shall be held liable only in respect of such acts of omission or commission by a company which had occurred with your knowledge, attributable through board processes and with your consent or connivance or where you had not acted diligently.

You will adhere to the following duties of directors, which are more specifically stipulated in Section 166 of the Companies Act, 2013, as under –

- (1) Subject to the provisions of this Act, a director of a company shall act in accordance with the articles of the company.
- (2) 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.
- (3) A director of a company shall exercise his duties with due and reasonable care, skill and diligence and shall exercise independent judgment.
- (4) 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.
- (5) 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.
- (6) A director of a company shall not assign his office and any assignment so made shall be void.



#### **4. Remuneration And Reimbursement Of Expenses**

Independent Directors will not be employees of the Company and their appointment letter shall not constitute a contract of employment. They will be paid such remuneration by way of sitting fees for meetings of the Board and its Committees as may be decided by the Board.

In addition to the sitting fees, profit related commission may also be paid to you. In determining the amount of this commission, the Board, supported by the Nomination and Remuneration Committee, may consider performance of the Company as well as your performance as evaluated by the Board.

The Company will reimburse you for all reasonable and properly documented expenses you incur in performing your role including conveyance for attending the meeting(s).

During the Appointment, circumstances may arise in the furtherance of your duties as a Director when it will be appropriate for you to seek advice from independent advisors at the Company's expense. The Company will reimburse the full cost of expenditure incurred as deemed necessary.

#### **5. Other Directorships And Business Interests**

The Company acknowledges that you may have business interests other than those of the Company and that you may have declared any conflicts that are apparent at present. In the event that you become aware of any potential conflicts of interest, not declared so far, these may be disclosed to the Chairman and Company Secretary as soon as they become apparent.

During the Appointment, you may please inform the company prior to accepting any other (or further) directorships of publicly quoted companies or any major external appointments, to avoid any conflict of interest with your current position in the Company.

#### **6. Code Of Conduct & Other Compliances**

During the Appointment, you will comply with any relevant regulations as may be issued by the Government of India and such other authorized bodies as set up by the Government on its behalf, including the Code for Independent Directors, Insider Trading Code and such other requirements as the Board of Directors may from time to time specify.

At the first meeting of the Board in every financial year or whenever there is any change in the circumstances which may affect your status as an independent director, you shall give a declaration to that effect confirming that you meet the criteria of independence as provided in Section 149 (6) of the Companies Act, 2013.



## **7. Confidentiality**

You 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 any Group Companies with which you come into contact by virtue of your position as an Independent Director of the Company.

Your attention is drawn to the requirements under both legislation and regulation as to the disclosure of price-sensitive information. Consequently you should avoid making any statements that might risk a breach of these requirements without prior clearance from the Chairman or Company Secretary.

On termination of the Appointment, you will deliver to the Company all books, document, papers and other property of or relating to the business of the Company which are in your possession, custody or power by virtue of your position as a Non-Executive Independent Director of the Company.

## **8. Performance Review Process**

Independent director is required to evaluate the performance of individual Directors, the whole Board and its Committees at annual meeting of all independent directors. If, in the interim, there are any matters arising in connection with your role as an Independent Director which cause you concern, you may discuss with the chairman of the company or compliance office as soon as appropriate.

## **9. Training And Development**

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

The Company may, as may be required, support Directors to continually update their skills and knowledge and improve their familiarity with the company and its business. The Company will fund/arrange for training on all matters which are common to the whole Board.

## **10. Co-Operation**

In the event of any claim or litigation against the company, based upon any alleged conduct, act or omission on your part during your term, you agree to render all reasonable assistance and co-operation to the company and provide such information and documents as are necessary and reasonably requested by the company or its counsel.

## **11. Termination**

Notwithstanding the other provisions of the terms and conditions of the appointment of the Independent Director, the appointment may be terminated with or without cause at any time by the Company with immediate effect, in accordance with the Companies Act, 2013 and Rule and Regulations made thereunder and the Company's Articles of Association or, as applicable, or upon the resignation of the Independent Director, or the Board of Directors (excluding the concerned Independent Director) is of opinion that the



continued appointment is not in the interest of the Company. Upon such termination or resignation of the appointment for any reason, the Independent Director shall not be entitled to any damages for loss of office and no fee will be payable in respect of any unexpired portion of the term of the appointment or any damages whatsoever. Upon such termination or resignation, the Independent Director will have to undertake to sign all appropriate paperwork that the Company may require.

## **12. Publication Of The Appointment Letter Of Appointment**

In line with the provisions of the Companies Act, 2013, the Company may make public a generic copy of your appointment letter on its website and the same shall be open for inspection at the registered office of the company by any member during normal business hours.

**For VISION INFRA EQUIPMENT SOLUTIONS LIMITED**

**Sd/-**

**Chetan Vinod Gandhi**

**(Whole-Time Director, DIN: 09857164)**

**Date: 12/03/2024**

**Place: Pune**



**Annexure I**

To,

**Vision Infra Equipment Solutions Limited**

Shop No 401-405, Bhawani, International Business Bay,  
Bhavani Peth, Pune, Maharashtra, India, 411042

Dear Sir/Madam,

I have read and I agree to the above terms regarding my appointment as a Non-Executive Independent Director of **Vision Infra Equipment Solutions Limited**.

\_\_\_\_\_  
Signature

Name:

Place:

Date: