

# TUMUS ELECTRIC CORPORATION LTD.

CIN : L31300MH1973PLC285730

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## Terms and Conditions of appointment of Independent Directors

The broad Terms and Conditions of the appointment, which shall, in any event be subject to the provisions of the Companies Act, 2013, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ('Listing Regulations') and the Articles of Association of the Company, are set out below.

### 1. Appointment

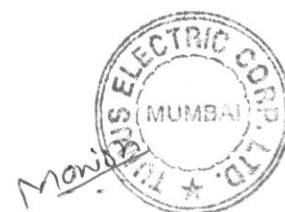
- 1.1 Your appointment shall be governed by the provisions of the Companies Act, 2013. Your appointment is also subject to the maximum permissible Directorships that one can hold as per the provisions of Section 165 of the Companies Act, 2013 i.e. no person shall hold office as a Director, including any alternate directorship, in more than 20 Companies out of which the maximum number of Public Companies in which a person can be appointed as a Director shall not exceed 10.
- 1.2 The term 'Independent Director' should be construed as defined under the Companies Act, 2013.
- 1.3 The Company has adopted the provisions with respect to the appointment and tenure of Independent Directors which is consistent with the Companies Act, 2013. Accordingly, the Independent Directors will serve for not more than two terms of five years each on the Board of the Company. The disengagement earlier than five years will be in accordance with the provisions of the Companies Act, 2013 or on mutually agreed terms.
- 1.4 The provisions contained in the Companies Act, 2013 will apply as regards performance evaluation of Independent Directors is concerned. The performance of Independent Directors shall be evaluated by the entire Board of Directors, excluding the Director being evaluated. On the basis of the report of performance evaluation, it shall be determined whether to extend or continue the term of your appointment as an Independent Director.

### 2. Committees

The Board of Directors (the Board) may, if it deems fit, invite you for being appointed on one or more existing Board Committees or any such Committee that is set up in the future. Your appointment on such Committee(s) will be subject to the applicable regulations. The Board has, keeping in view the applicable regulations, may approve your membership to the Audit, Nomination and Remuneration and Stakeholders Relationship Committees of the Board.

### 3. Time Commitment

- 3.1 As a Non-Executive Director, you are expected to bring objectivity and independence of view to the Board's discussions and to help provide the Board with effective leadership in relation to the Company's strategy, performance, and risk management as well as ensuring high standards of financial probity and corporate governance.



The Board meets atleast four times in a year. The Audit Committee shall meet as and when required in a year. Besides, there are other Committee meetings like Nomination and Remuneration Committee and Stakeholders Relationship Committee which shall be convened as and when required in a year. Ordinarily, all meetings are held in Mumbai / Pune. You will be expected to attend Board, Board Committees of which you are a member or to which you may be appointed at a later date and Shareholders meetings including the Annual General Meeting and to devote such time to your duties, as appropriate for you to discharge your duties effectively.

3.2 By accepting this appointment, you confirm that you are able to allocate sufficient time to meet the expectations from your role to the satisfaction of the Board.

#### 4. Role and Duties

Your role and duties will be those normally required of a Non-Executive Independent Director under the Companies Act, 2013. There are certain duties prescribed for all Directors, both Executive and Non-Executive, which are fiduciary in nature and are as under:

- I. You shall act in accordance with the Company's Articles of Association.
- II. You 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 interest of the Company.
- III. You shall discharge your duties with due and reasonable care, skill and diligence.
- IV. You shall not involve yourself in a situation in which you may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the Company. Please refer to clause 7 for full explanation on conflict of interest.
- V. You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.
- VI. You shall not assign your office as Director and any assignments so made shall be void.

In addition to the above requirements applicable to all Directors, the role of the Director has the following key elements:

**Strategy:** Directors should constructively challenge and help develop proposals on strategy;

**Performance:** Directors should scrutinise the performance of management in meeting agreed goals and objectives;

**Risk:** Directors should satisfy themselves on the integrity of financial information and that financial controls and systems of risk management are robust and defensible;

**Reporting:** Directors take responsibility for the processes for accurately reporting on performance and the financial position of the Company; and

**Compliance:** Directors should keep governance and compliance with the applicable legislation and regulations under review and the conformity of the Company's practices to accepted norms.



The Non-Executive Independent Directors are also required to abide by the provisions of 'Code for Independent Directors' as provided in Schedule IV of the Companies Act, 2013, a copy of which is annexed for ready reference.

## **5. Status of Appointment**

5.1 You will not be an employee of the Company and this letter shall not constitute a contract of employment. You 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 and approved by the Shareholders from time to time.

5.2 Non-Executive Independent Directors shall be paid sitting fees at Rs. 20,000/- (Rupees Twenty Thousand only) per meeting of the Board or a Committee thereof.

## **6. Reimbursement of Expenses**

In addition to the remuneration described in paragraph 5, the Company will, for the period of your appointment, reimburse you for travel, hotel and other incidental expenses incurred by you in the performance of your role and duties.

## **7. Conflict of Interest**

7.1 It is accepted and acknowledged that you may have business interests other than those of the Company. As a condition to your appointment commencing, you are required to declare any such Directorships, appointments and interests to the Board in writing in the prescribed form at the time of your appointment.

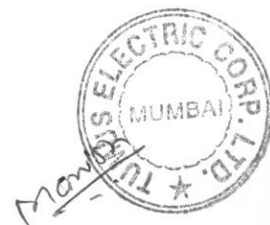
7.2 In the event that your circumstances seem likely to change and might give rise to a conflict of interest or, when applicable, circumstances that might lead the Board to revise its judgement that you are independent, this should be disclosed to the Board.

## **8. Confidentiality**

All information acquired during your appointment is confidential to TECL and should not be released, either during your appointment or following termination (by whatever means) to third parties without prior clearance from the Chairman unless required by law or by the rules of any Stock Exchange or regulatory body. On reasonable request, you shall surrender any documents and other materials made available to you by TECL.

## **9. Independent Professional Advice**

There may be occasions when you consider that you need professional advice in furtherance of your duties as a Director and it will be appropriate for you to consult independent advisers at the Company's expense.



## 10. Disclosure of Interest

The Company must include in its Annual Accounts a note of any material interest that a Director may have in any transaction or arrangement that the Company has entered into. Such interest should be disclosed no later than when the transaction or arrangement comes up at a Board meeting so that the minutes may record your interest appropriately and our records are updated. A general notice that you are interested in any contracts with a particular person, firm or company is acceptable.

## 11. Termination

- a. You may resign from your position at any time and should you wish to do so, you are requested to serve a reasonable written notice to the Board.
- b. Continuation of your appointment is contingent on your getting re-elected by the shareholders in accordance with provisions of Companies Act, 2013 and the Articles of Association of the Company, from time to time in force.
- c. Your appointment may also be terminated in accordance with the provisions of the Articles of Association of the Company and the provisions of the Companies Act, 2013, from time to time in force.

## 12. Governing Law

This agreement is governed by and will be interpreted in accordance with Indian law and your engagement shall be subject to the jurisdiction of the Indian courts.

If you are willing to accept these terms of appointment relating to your appointment as a non-executive Independent Director of TECL, kindly confirm your acceptance of these terms by signing and returning to us the enclosed copy of this letter.

Thanking You,

Yours faithfully,

For **TUMUS ELECTRIC CORPORATION LIMITED**

*Manish*

**Manish Umashankar Mourya**  
**Company Secretary**  
**Membership No. A24983**

