TERMS AND CONDITIONS OF APPOINTMENT OF INDEPENDENT DIRECTORS

LCC PROJECTS LIMITED
(Formerly known as LCC Projects Private Limited)
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LCC PROJECTS LIMITED

Terms and conditions of appointment of Independent Directors:

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LCC PROJECTS LIMITED

Date:

To,

Independent Directors

Dear Sir/Madam,

Terms and conditions of appointment of Independent Directors:

Pursuant to the decision of the Board of Directors in its meeting held on ……………., I am pleased to confirm your appointment as an Independent Director on the Board of LCC Projects Limited ("the Company") w.e.f. …………. on the following terms and conditions:

This Appointment Letter sets out the terms and conditions of your appointment as given below in compliance with the applicable provisions of the Companies Act, 2013 ("the Act"):

1. Appointment:

a. Your appointment as an Independent Director on the Board of Directors of the Company is subject to the provisions of the Companies Act, 2013 ("the Act").

b. In terms of provisions of Section 149(13) of the Act your directorship is not subject to retirement by rotation.

c. Your appointment as an Independent Director shall be subject to adherence and compliance to the Independence criteria as per the provisions Section 149(6) and other applicable provisions if any of the Companies Act, 2013 and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("SEBI Listing Regulations").

d. Your appointment will be for a period not exceeding 5 years.

2. Committees:

During your term as an Independent Director, the Board of Directors of the Company (the "**Board**") may, if it deems fit, invite/nominate you for being appointed on the Board or on any such Committee that may be constituted in future. Your appointment on such Committee(s) will be subject to the applicable laws and regulations and terms of reference fixed by the Board.

3. **Time Commitment:**

a. As an Independent Director you are expected to bring objectivity and independent 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.

b. The Board meets at least four times in a year.

c. You are expected to attend Board, committee(ies) and shareholders meetings and to devote such time to your duties, as appropriate for you to discharge your duties and to meet the expectations of the Board/stakeholders/shareholders.

4. **Role, Duties and Responsibilities:**

a. The Company expects its directors to uphold ethical standards of integrity and probity. You will discharge your duties as per the provisions of Companies Act, 2013, read with Rules made there under, Code of Conduct of Independent Directors as per Schedule IV of the Companies Act, 2013, Articles of the Company and other Statutes as may be applicable from time to time.

b. There are certain duties prescribed for all Directors, both Executive and Non-Executive, which are fiduciary in nature and are as under: -

- You shall act in accordance with the provisions of the Companies Act, 2013 and Company's Articles of Association.
- 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, its employees, the shareholders, the community and for the protection of the environment.
- You shall discharge your duties with due and reasonable care, skill and diligence and shall exercise independent judgment.
- You shall not be involved 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.
- You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners, or associates if you are found guilty of making any undue gain, you shall be liable to pay an amount equal to that gain to the company.
- You shall not assign your office as Director and any assignments so made shall be void.

5. **Status of Appointment & Remuneration:**

a. You will not be an employee of the Company and this letter shall not constitute a contract of employment.

b. You will be paid remuneration by way of sitting fee and reimbursement of expenses for participation/attending the meeting of the Board and Committee, if any, of which you are a member. In addition to sitting fees, commission and/or such other payments as may be decided and approved by the Board and the shareholders as applicable from time to time may also be payable to you. Such payments shall be subject to the provisions of Companies Act, 2013 and any amendments /subsequent legislation applicable to such appointments.

c. Pursuant to applicable law, you will not be entitled to any stock options.

6. Induction and Development:

a. The Company shall, if required, conduct formal induction program for its Independent Directors.

b. The Company shall, 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.

7. Performance Evaluation:

As per the provisions of The Companies Act, 2013, your performance as an Independent Director will be reviewed on an annual basis.

8. Disclosure of Interest:

During the term, you are required to make disclosure of your interest/concern in other companies, firms etc. and in any of the contracts or arrangements. You agree to promptly notify the Company of any change in your directorships etc. and provide such other disclosures, information and details as may be required under the applicable laws. During your tenure, you agree to provide a "Declaration of independence" under Section 149(7) of the Act upon any change in circumstances which may affect your status as an Independent Director of the Company.

9. Confidentiality:

All information acquired during your appointment is confidential to the Company and should not be disclosed or released, either during your directorship or afterwards unless required by law or by the rules of any stock exchange or regulatory body.

10. Code of Conduct:

During your tenure as Independent Director, you shall abide by the Code of Independent Director as laid down under Schedule IV of the Companies Act, 2013.

11. Resignation/Termination:

Notwithstanding the other provisions of this letter, your appointment may be terminated at any time by the Board in accordance with the provisions of the Articles of Association of the Company or the applicable provisions of the Act and rules made there under from time to time in force or 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. Further, in terms of provisions of the Act, you are required to file a copy of your resignation letter with the Registrar of Companies.

12. Change in Personal details:

During the term, you shall promptly intimate the Company Secretary in the prescribed manner of any change in the address or other contact and personal details provided to the Company.

13. Governing Law:

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

Kindly acknowledge and confirm your acceptance of the terms and conditions of this appointment letter by signing where indicated below.

Yours Sincerely,
For, LCC Projects Limited

Director

Schedule IV

Section 149 (8) of the Companies Act, 2013

Code for Independent Directors

The code is a guide to professional conduct for Independent Directors. Adherence to these standards by Independent Directors and fulfilment of their responsibilities in a professional and faithful manner will promote confidence of the investment community, particularly minority shareholders, regulators and companies in the institution of independent directors.

I. Guidelines of professional conduct:

An independent Director shall:

(1) Uphold ethical standards of integrity and probity;

(2) Act objectively and constructively while exercising his duties;

(3) Exercise his responsibilities in a bona fide manner in the interest of the company;

(4) Devote sufficient time and attention to his professional obligations for informed and balanced decision making;

(5) Not allow any extraneous considerations that will vitiate his exercise of objective independent judgment in the paramount interest of the company as a whole, while concurring in or dissenting from the collective judgment of the Board in its decision making;

(6) Not abuse his position to the detriment of the company or its shareholders or for the purpose of gaining direct or indirect personal advantage or advantage for any associated person;

(7) Refrain from any action that would lead to loss of his independence;

(8) Where circumstances arise which make an independent director lose his independence, the independent director must immediately inform the Board accordingly;

(9) Assist the company in implementing the best corporate governance practices.

II. Role and functions:

The independent director shall:

(1) Help in bringing an independent judgment to bear on the Board's deliberations especially on issues of strategy, performance, risk management, resources, key appointments and standards of conduct;

(2) Bring an objective view in the evaluation of the performance of board and management;

(3) Scrutinise the performance of management in meeting agreed goals and objectives and monitor the reporting of performance;

(4) Satisfy themselves on the integrity of financial information and that financial controls and the systems of risk management are robust and defensible;

(5) Safeguard the interests of all stakeholders, particularly the minority shareholders;

(6) Balance the conflicting interest of the stakeholders;

(7) Determine appropriate levels of remuneration of executive directors, key managerial personnel and senior management and have a prime role in appointing and where necessary recommend removal of executive directors, key managerial personnel and senior management;

(8) Moderate and arbitrate in the interest of the company as a whole, in situations of conflict between management and shareholder's interest.

III. Duties:

The independent directors shall—

(1) Undertake appropriate induction and regularly update and refresh their skills, knowledge and familiarity with the company;

(2) Seek appropriate clarification or amplification of information and, where necessary, take and follow appropriate professional advice and opinion of outside experts at the expense of the company;

(3) Strive to attend all meetings of the Board of Directors and of the Board committees of which he is a member;

(4) Participate constructively and actively in the committees of the Board in which they are chairpersons or members;

(5) Strive to attend the general meetings of the company;

(6) Where they have concerns about the running of the company or a proposed action, ensure that these are addressed by the Board and, to the extent that they are not resolved, insist that their concerns are recorded in the minutes of the Board meeting;

(7) Keep themselves well informed about the company and the external environment in which it operates;

(8) Not to unfairly obstruct the functioning of an otherwise proper Board or committee of the Board;

(9) Pay sufficient attention and ensure that adequate deliberations are held before approving related party transactions and assure themselves that the same are in the interest of the company;

(10) Ascertain and ensure that the company has an adequate and functional vigil mechanism and to ensure that the interests of a person who uses such mechanism are not prejudicially affected on account of such use;

(11) Report concerns about unethical behaviour, actual or suspected fraud or violation of the company's code of conduct or ethics policy;

(12) Act within their authority, assist in protecting the legitimate interests of the company, shareholders and its employees;

(13) Not disclose confidential information, including commercial secrets, technologies, advertising and sales promotion plans, unpublished price sensitive information, unless such disclosure is expressly approved by the Board or required by law.