

**Terms and Conditions of Appointment of Independent Directors**

**Date:**

To

\_\_\_\_\_

**Sub: Appointment as an Independent Director of Capacit'e Infraprojects Limited**

Dear Sir,

We are pleased to inform you that upon the recommendation of Nomination and Remuneration Committee, the Board of Directors of the Company at their meeting held on \_\_\_\_\_ have approved your appointment as an Independent Director of the Company for the term of \_\_\_\_\_, subject to the approval of the members by passing special resolution in the next General Meeting or within 3 months from the date of appointment, whichever is earlier.

Your relationship with the Company will be that of an Independent Director and shall not be a contract for employment / service in the Company.

The terms of your appointment, are listed in **Annexure-I** enclosed to this letter and are governed by the applicable provisions of the:

- i. Companies Act, 2013 ("Act") and Regulation 16, 17 and 25 of SEBI (Listing Obligations and Disclosures Requirements) Regulations, 2015 ("SEBI LODR") (including amendments, modifications, variations or re-enactments thereof), from time to time and;
- ii. Articles of Association of the Company as may be amended from time to time.

This letter of appointment is issued in terms of Para IV(4) of Schedule IV of the Companies Act, 2013.

Please confirm your acceptance to the terms of appointment by signing and returning the enclosed duplicate copy of this letter as a token of your acknowledgement.

For **Capacit'e Infraprojects Limited**

**Company Secretary**

Encl.:

1. Terms of Appointment
2. Code of Conduct for Board of Directors and Senior Management Policy
3. Code of Conduct for Regulating, Monitoring and Reporting of Trading by Insiders Policy
4. Annual Report
5. Audit Committee term and reference
6. Key Polices – CSR Policy, Related Party Transaction Policy, Nomination & Remuneration Policy
7. Directors & Officers (D&O) Insurance Policy

**1. Terms of Appointment:**

- a) Your appointment as a Non-Executive Independent Director on the Board of Directors of Capacit'e Infraprojects Limited ("the Board") will be for the term of 3 (three) consecutive years with effect from March 25, 2026 up to March 24, 2029 unless terminated earlier or extended, as per the provisions of this letter or applicable laws.
- b) Your appointment is subject to the approval of the members by passing special resolution.
- c) You shall not be liable to retire by rotation.
- d) Re-appointment before the end of your term shall be based on the recommendation of the Nomination & Remuneration Committee and subject to applicable provisions including passing of special resolution and compliance with cooling-off period as prescribed under Section 149(11).

**2. Board Committees:**

The Board may request you to serve on one or more Board Committees or any such Committee as a Member that may be constituted in the future. Your appointment on such Committee(s) will be subject to the applicable regulations. You will be provided with the relevant terms of reference on your appointment to such a Committee. We request you to allocate requisite time to attend such meetings and give your valuable inputs.

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

As the member of the Board, you along with the other Directors will be collectively responsible for meeting the objectives of the Board which includes:

- a) Overseeing the maintenance of high standards of values and ethical conduct of business.
- b) Providing an objective view in the evaluation of performance of Board and Management.
- c) Scrutinization of the performance of Management in connection with agreed goals and objectives.
- d) Active participation in all meetings of the Board and Committees of which you are a chairperson / member as well as the General Meetings of the Company.
- e) 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.

- f) Exercise duties with due and reasonable care, skill and diligence and shall exercise independent judgment.
- g) Undertake appropriate induction and regularly update and refresh your skills, knowledge and familiarity with the company.
- h) Not to 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.
- i) You shall not make disclosure of 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.
- j) In terms of Section 149(12) of the Companies Act, 2013, you shall be held liable only in respect of such acts of omission or commission by the Company which had occurred with your knowledge, attributable through Board processes, and with your consent or connivance or where you had not acted diligently.
- k) You are expected to devote such time as is necessary for the proper performance of your duties and to attend meetings of the Board and Committees thereof

#### **4. Code of Conduct:**

- a) You shall abide by the 'Code for Independent Directors' as outlined in Section 149(8) read with Schedule IV of the Act including:
  - You shall strive to attend separate meetings of the Independent Directors as required under Schedule IV of the Companies Act, 2013 and Regulation 25 of SEBI LODR
  - You shall participate in the familiarisation programmes conducted by the Company in accordance with Regulation 25(7) of SEBI LODR
- b) You shall discharge your duties as provided in section 166 of the Act.
- c) You shall be required to comply with the Company's 'Code of Conduct for Board of Directors and Senior Management' of the Company.
- d) The Company's policies, codes and governance documents, including those applicable to Directors, are hosted on the website of the Company in accordance with applicable regulatory requirements and may be accessed by you at any time. Copies of such documents shall also be provided upon request.

#### **5. Performance Evaluation of the Board:**

As an Independent Director, you are required to evaluate performance of the Board and individual directors. The criteria for evaluation shall be determined by the Nomination & Remuneration Committee constituted in accordance with Section 178 of the Act and disclosed in the Company's Annual Report. However, the actual evaluation process shall remain confidential and shall be a constructive mechanism to improve the effectiveness of the Board / Committees.

## **6. Disclosures regarding other Directorships, Business Interests, personal details:**

During the term, you agree to promptly notify the Company of:

- a) any change/s in your Directorships and provide such other disclosures and information as may be required under the applicable laws.
- b) disclosure of, upon becoming aware of, any potential conflict of interest with your position as Independent Director of the Company.
- c) conflict of interest issues with your existing Directorships, if any.
- d) any change in circumstances which may affect your status as an Independent Director.
- e) dealings in shares / securities of the Company based on any confidential price sensitive information obtained being a Member of the Board.
- f) provide declaration under Section 149(7) of the 2013 Act and Regulation 25(8) of SEBI LODR confirming that you meet the criteria of independence as provided in Section 149(6) of the Act and Regulation 16(1)(b) of SEBI LODR 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.
- g) Any change/s in personal / KYC details.

## **7. Remuneration:**

You will be paid such remuneration by way of sitting fees as may be approved by the Board for attending every meeting of the Board duly convened after your appointment, subject to modification by the Board from time to time. In addition to the sitting fees, commission that may be approved by Shareholders and determined by the Board may also be payable to you.

Further, the Company will pay or reimburse to your expenditure/s, as may be incurred by you while performing your role as an Independent Director of the Company.

## **8. Directors & Officers (D&O) Insurance:**

The Company has obtained / shall maintain Directors and Officers (D&O) liability insurance for its Directors, including Independent Directors, in accordance with Section 197(13) of the Companies Act, 2013. The terms and conditions of such insurance coverage are provided separately as an enclosure to this letter and shall be governed by the policy document.

## **9. Dealing in shares of the Company:**

Directors are prohibited from dealing in the Company's shares during the period when the trading window is closed. Further, directors, being designated officers of the Company for the purpose of

insider trading guidelines, are to pre-clear all trades (buy/sell/gift) from the Compliance Officer of the Company in accordance with SEBI (Prohibition of Insider Trading) Regulations, 2015. You are required to comply with the Company's "**Code of Conduct for Regulating, Monitoring and Reporting of Trading by Insiders**" as enclosed with this letter before dealing in shares of the Company.

#### **10. Access to information**

You shall have access to all relevant information required to discharge your duties effectively.

#### **11. Termination:**

Your Directorship on the Board of the Company shall terminate or cease in accordance with law including Sections 168 and 169 of the Companies Act, 2013. Apart from the grounds of termination as specified in the Act, your Directorship may be terminated for violation of any provision of the Code of Conduct of the Company.

You may resign from the Directorship of the Company by giving a notice in writing to the Company stating the reasons for resignation. The resignation shall take effect from the date on which the notice is received by the Company or the date, if any, specified by you in the notice, whichever is later. If, at any stage during the Term, there is a change that may affect your status as an Independent Director as envisaged in Section 149(6) of the Act, or if applicable, you fail to meet the criteria for "independence" under the provisions of regulations 16, 17 and 25 of SEBI LODR and other regulations as may be applicable, you agree to promptly submit relevant communication in this regard.

#### **12. Governing Law:**

This document 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.

#### **13. Miscellaneous:**

- This letter represents the entire understanding, and constitutes the whole agreement, in relation to your appointment and supersedes previous agreement between yourself and the Company, if any, with respect thereto and, without prejudice to the generality of the foregoing, excludes any warranty, condition or other undertaking implied at law or by custom.
- No waiver or modification of this letter shall be valid unless made in writing and signed by you and the Company.
- The terms and conditions of your appointment shall be disclosed on the website of the Company in accordance with Regulation 46(2)(b) of SEBI LODR.

**AGREED AND ACCEPTED**

I have read and understood the terms of my appointment as an Independent Director of the Company and I, hereby affirm my acceptance to the same.

Name: \_\_\_\_\_

DIN: \_\_\_\_\_

Date:

Place: