

ANANDRATHI

ANAND RATHI WEALTH LIMITED

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

Terms of appointment of Independent Directors:

The Independent Directors on the Board of Directors of the company as of date are tabled below:

Sr. No.	Name	DIN
1	Mr. Ramesh Chandak	00026581
2	Mr. Kishan Gopal Somani	00014648
3	Mrs. Sudha Navandar	02804964
4	Mr. Debasish Panda	06479085
5	Mr. Adesh Kumar Gupta	00020403
6	Ms. Deena Asit Mehta	00168992

In accordance to requirements of Securities Exchange Board of India (Listing Obligations and Disclosure Requirement) Regulations, 2015 (SEBI, LODR) and subsequent amendments thereto, the terms and conditions of appointment of Company's Independent Directors are reproduced below:

1. TERMS OF APPOINTMENT:

In accordance with the provisions of the Companies Act, 2013 and the Rules made there under read with Schedule IV to the Act and other applicable laws, as amended from time to time, you will be appointed as a Non-Executive Independent Director on the Board of Directors of the Company. Your appointment will be for a term of 5 years from the date of appointment, unless terminated earlier or extended, as per the provisions of this letter or applicable laws ("Term"). As an Independent Director you will not be liable to retire by rotation. Your appointment is also subject to the maximum permissible Directorships that one can hold as per the provisions of the Act and the SEBI (Listing Obligations and Disclosure Requirements) Regulation 2015 as applicable.

The term Independent Director should be construed as defined under the Companies Act, 2013 and the SEBI (Listing Obligations and Disclosure Requirements) Regulation 2015.

2. BOARD COMMITTEE:

The Board may invite you to be appointed for one or more Board Committees as required under applicable laws or any such other committee that may be set up in the future. Your appointment on such Committee(s) will be subject to the relevant regulations/law as may be applicable to the Company.

3. TIME COMMITMENT:

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 at least four times in a year. By accepting this appointment, you confirm that you can allocate sufficient time to meet the expectations from your role to the satisfaction of the Board and other committees thereto.

4. PROFESSIONAL CONDUCT:

As an Independent Director, you shall:

- a) uphold ethical standards of integrity and probity.
- b) act objectively and constructively while exercising your duties.
- c) exercise your responsibilities in a bona fide manner in the interest of the Company.
- d) devote sufficient time and attention to your professional obligations for informed and balanced decision-making.
- e) not allow any extraneous considerations that may vitiate your 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
- f) not abuse your 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.
- g) refrain from any action that could lead to a loss of your independence.
- h) ensure that if circumstances arise under which you may lose your independence, you will immediately inform the Board accordingly.
- i) assist the Company in implementing the best corporate governance practices.

5. ROLES, RESPONSIBILITIES AND DUTIES:

Your roles, Responsibilities and duties will be those normally required of a Non-Executive Independent Director under the Companies Act, 2013 and the Rules made there under read with Schedule IV to the Act, as amended from time to time and other applicable laws, as amended from time to time.

As an Independent Director of the Company, we look forward to deriving the benefit of your vast experience on business matters and in advising the Company as mentioned in Section 166 of the Act.

6. FEES/COMMISSION/REIMBURSEMENT OF EXPENSES:

As an Independent Director, you shall be paid sitting fees for attending meetings of the Board and/or Committee to which you may be nominated as a member. The Sitting Fee payable for attending the Board and/or its Committee meeting, will be decided by the Board from time to time in accordance with the Act and the Listing Regulations

The Company shall pay or reimburse reasonable expenditure that you may have incurred while performing your role as an Independent Director of the Company.

7. CONFLICT OF INTEREST/DISCLOSURE OF INTEREST:

The Company acknowledges that being an Independent Director on the Board of the Company you may have business interest other than that of the Company. As a condition of your appointment commencing from _____, you shall be required to disclose your other directorship, Committee Membership in other companies, appointments/cessations, interest, etc. to the Board in writing in the prescribed format annually and also keep the Board informed about changes, if any, from time to time. The Company Secretary of the Company shall assist you for this purpose.

As an Independent Director, you shall be liable to disclose your interest in any contracts or arrangements with any company, firm, association or individual where you are interested as a Director or a relative or partner or in any other capacity. Such disclosure is necessary to ensure that the Company complies with applicable provisions of the Act and Listing Regulations.

8. CONFIDENTIALITY:

In your role as an Independent Director you will be in possession of confidential information about the Company, its subsidiary and any other group company. You may kindly use that information in the proper performance of your duties only or as required by law.

Your attention is drawn to the applicability of Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, as amended from time to time, prohibiting disclosure or use of unpublished price sensitive information relating to or involving the Company. Consequently you should avoid making any statement or carry out any activity that might risk a breach of these requirements.

You must apply the highest standards of confidentiality and not disclose to any person or company during the course of the appointment, unless such disclosure is expressly approved by the Board or required by law.

9. PERFORMANCE EVALUATION:

As required by the Act and the Listing Regulations, your performance will be evaluated as per the Criterion and policy approved by the Board on an annual basis.

10. TERMINATION/CESSATION :

Your directorship on the Board of the Company shall terminate or cease in accordance with law. Apart from the grounds of termination as specified in the Act, your directorship may be terminated for violation of any provisions of the Codes/Policies as applicable to Non-Executive Independent Directors in the Company.

You may resign from the directorship of the Company by giving a notice in writing to the Company stating the reasons for such resignation and such other disclosure as required in the Act and Listing Regulations. The resignation shall take effect from the date on which any such notice of resignation 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 of your appointment as 'Independent Director', there is a change that may affect your status as an Independent Director as envisaged in Section 149(6) of the Act or you fail to meet the criteria for "independence" under the provisions of the Listing Regulations, you agree to promptly submit your resignation to the Company with effect from the date of such change.
