

**POLICY FOR APPOINTMENT OF INDEPENDENT DIRECTORS  
OF CHARMS INDUSTRIES LIMITED.**

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

The terms and conditions of appointment of Independent Directors are subject to the extant provisions of the (i) applicable laws, including the Companies Act, 2013 ('2013 Act') and Clause 49 of the Listing Agreement (as amended from time to time) and (ii) Articles of Association of the Company.

The broad terms and conditions of appointment of Independent Directors of the Company are reproduced hereunder:

**1. Appointment:** The appointment of Independent Directors will be subject to Shareholders' approval. The Company may disengage Independent directors prior to completion of the Term subject to compliance with relevant provisions of the 2013 Act. As Independent Directors, they will be liable to retire by rotation.

**2. Role, duties and responsibilities:**

a) As members of the Board, they along with the other Directors will be collectively responsible for meeting the objectives of the Board which include

- Requirements under the Companies 2013 Act,
- "Responsibilities of the Board" as outlined in the Corporate Governance requirements as prescribed by Stock Exchanges under Clause 49 of the Listing Agreement and
- Accountability under the Directors' Responsibility Statement.

b) They shall abide by the 'Code For Independent Directors' as outlined in Schedule IV pursuant to Section 149(8) of the Companies 2013 Act, and duties of directors as provided in the 2013 Act (including Section 166) and in Clause 49 of the Listing Agreement.

c) They are particularly requested to provide guidance in their area of expertise.

**3. Time Commitment:** They agree to devote such time as is prudent and necessary for the proper performance of their role, duties and responsibilities as an Independent Director.

**4. Remuneration:** As Independent Directors, they shall be paid sitting fees for attending the meetings of the Board and the Committees of which they are Members. The sitting fees for attending each meeting of the Board and its Committees would be as determined by the Board from time to time.

The Company may pay or reimburse to the Directors such expenditure, as may have been incurred by them while performing their role as Independent Directors of the Company. This could include reimbursement of expenditure incurred by them for accommodation, travel and any out of pocket expenses for attending Board/ Committee meetings, General Meetings, court convened meetings, meetings with shareholders/creditors/management, site visits, induction and training (organized by the Company for Directors) and in obtaining professional advice from independent advisors in the furtherance of their duties as Independent Directors, subject to the expense being reasonable.

**5. Code of conduct:** As Independent Directors of the Company, they agree to comply with the Code of Conduct of the Company.

**6. Training and Development:** The Company may, if required, conduct formal training program for its Independent Directors.

The Company shall arrange Familiarization Programme for independent directors.

**7. Performance Appraisal / Evaluation Process:** The criteria for evaluation shall be disclosed as per requirement of the Companies Act, 2013 and listing agreement for the time being force.

**8. Disclosures, other directorships and business interests:** During the Term, they agree to promptly notify the Company of any change in their directorships, and provide such other disclosures and information as may be required under the applicable laws. They also agree that upon becoming aware of any potential conflict of interest with their position as Independent Directors of the Company, they shall promptly disclose the same to the Chairman and the Company Secretary. During their Term, they agree to promptly provide a declaration under Section 149(7) of the 2013 Act, upon any change in circumstances which may affect their status as an Independent Director.

**9. Disengagement:** They 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 them in the notice, whichever is later.

The Company may disengage independent directors prior to completion of term subject to provisions of Companies Act, 2013.