

SWASTI VINAYAKA ART AND HERITAGE CORPORATION LIMITED

TERMS AND CONDITIONS OF APPOINTMENT OF INDEPENDENT DIRECTORS

The Terms and conditions of appointment of Independent Directors of **SWASTI VINAYAKA ART AND HERITAGE CORPORATION LIMITED** is outlined herein pursuant to Companies Act, 2013 and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 as amended.

The Board has also constituted Board Level Committees as required under statutory regulations & guidelines and to facilitate the smooth & efficient flow of decision-making process. The Independent Director may be inducted to serve as Chairperson/ Member on any of the said Committees or any of other Committee(s) as may be constituted from time to time. Their appointment on such Committee(s) shall be subject to applicable law.

1. Appointment

In accordance with the provisions of the Companies Act, 2013 (“Act”) and other applicable laws, you will serve as an Independent Director of the Board from _____ (“date of appointment”) through _____ (“First Term”). As an Independent Director you will not be liable to retire by rotation and your appointment is subject to the approval of shareholders at the ensuing Annual General Meeting of the Company.

In terms of the Act, you may be eligible to serve as an Independent Director for another term of up to 5 years, subject to the recommendation of the Nomination and Remuneration Committee and passing of special resolution by the shareholders of the Company.

The terms of your appointment, as set out in this letter, are subject to the extant provisions of the (i) applicable laws, including the Act and the Listing Regulations (as amended from time to time) and (ii) Articles of Association of the Company (“AOA”).

2. Committees:

The Board of Directors (“the Board”) may, if deems fit, invite you, for being appointed on one and more existing Board Committees or any such Committees that is set up in the future. Your appointment on such Committees will be subject to the applicable laws and regulations.

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

3. Roles and Duties:

As member of Board, your role, duties and responsibilities of the Independent Director will be those normally required of a Non-Executive Independent Director under the Companies Act, 2013.

In terms of Section 166 of the Companies Act, 2013:

- (i) You shall act in accordance with the Company's Memorandum of Association and Articles of Association;
- (ii) You shall act in good faith in order to promote the objects of the Company for the benefit of the members of the Company as a whole, and in the best interest of the Company;
- (iii) You shall discharge duties with due and reasonable care, skill and diligence;
- (iv) You shall not involve in a situation in which he/ she may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the Company;
- (v) You shall not achieve or attempt to achieve any undue gain or advantage either to himself/ herself or his/ her relatives, partners or associates;
- (vi) You shall not assign office of Director and any assignments so made shall be void; and
- (vii) You shall comply with all applicable laws and regulations of all the relevant regulatory and other authorities as may be applicable to such Directors in their individual capacities.
- (viii) You shall also abide by the "Code for Independent Directors" as outlined in Schedule IV of the Companies Act, 2013 and duties of Directors as provided in the said Act.

4. Remuneration:

You may be paid such remuneration by way of sitting fees for attending meetings of the Board as well as its committees, as may be decided by the Board and/or approved by Shareholders from time to time.

Reimbursement of Expenses:

In addition to the remuneration described hereinabove, the Company will for the period of appointment reimburse you of your entire travelling, hotel and other incidental expenses incurred by you in performance of duties as director of the Company, as per the provisions of the Act 2013.

5. Code of Conduct and other compliances:

During the appointment, you will comply with any relevant regulations as may be issued by the Government of India and such other authorized bodies as set up by the Government on its behalf, including the Code for Independent Directors, Code of Conduct and Ethics for Directors and Senior Executives and Insider Trading Code and such other requirements as the Board of Directors may from time to time specify.

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, you shall give a declaration to that effect confirming that you meet the criteria of independence as provided in Section 149(6) of the Companies Act, 2013.

6. Conflict of Interest:

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 their appointment.

In the event that 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 judgments that they are independent, this should be disclosed to the Chairperson.

7. Confidentiality:

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

8. Evaluation

The Company will carry out performance evaluation of the Board as a whole, Board Committees and Directors. Your appointment and re-appointment on Board shall be subject to the outcome of the evaluation process.

9. Prohibition of Insider Trading:

You will follow the company's Insider trading policy and the requirements under the applicable regulations and the Company's Share Dealing Code which concern the disclosure of price sensitive information and dealing in the securities of the Company.

Consequently, you should avoid making any statements or performing any transactions that might risk a breach of these requirements.

10. 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 advisors at the Company's expense. The Company will reimburse the full cost of expenditure incurred in accordance with the Company's policy.

11. Disclosure of Interest:

You shall disclose material interest that in any transaction or arrangement that the Company has entered into. Such interest should be disclosed not 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.

12. Termination:

- a. You may resign from your position at any time and should you wish to do so, and you are requested to serve a reasonable written notice on 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, SEBI (LODR) and the Articles of Association of the Company from time to time in force. You will not be entitled to compensation if the shareholders do not re-elect you at any time.
- c. Your appointment may also be terminated in accordance with the provisions of the Articles of Association of the Company from time to time in force.

13. Training and Development:

The Company may, if required, conduct formal training programmes for its Independent Directors. The training programmes may include any or all of the following:

- Board roles and responsibilities, whilst seeking to build working relationship among the Board members.
- Company's vision, strategic direction, core values, ethics and corporate governance practices,
- Familiarization with financial matters, management team and business operations,
- Meetings with stakeholders, visits to business locations and meetings with senior and middle management.

The Company may, 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 full Board.

14. Performance Appraisal / Evaluation Process:

Annually, the Board evaluates the effectiveness of its functioning, that of the Committees and of individual Directors. The Board, through Nomination and Remuneration Committee, seeks feedback of Directors on various parameters such as:

- Degree of fulfillment of key responsibilities towards stakeholders (by way of monitoring corporate governance practices, participation in the long-term strategic planning etc.);
- The structure, composition and role clarity of the Board and Committees;
- Extent of co-ordination and cohesiveness between the Board and its Committees;
- Effectiveness of the deliberations and process management;
- Board/Committee culture and dynamics; and
- Quality of relationship between Board Members and the Management.

The Chairman of the Board will have one-on-one meetings with the Independent Directors and the Chairman of NRC will have one-on-one meetings with the Executive and Non-Executive Directors. These meetings are intended to obtain Directors' inputs on effectiveness of the Board/Committee processes.

15. Disclosures, other directorships and business interests:

It is accepted and acknowledged that you have business interests other than those of the Company and have declared conflicts, if any that are apparent at present. In the event that you become aware of any potential conflict of interest with your position as Director of the Company, you shall promptly disclose the same to the Chairman and the Company Secretary and provide such other disclosures and information as may be required under the applicable laws. By signing this letter, you hereby confirm that as on date of this letter, you have no such conflict of interests with your existing directorships.

Upon any change in circumstances which may affect your status as an Independent Director, you agree to promptly provide a declaration under Section 149(7) of the Act.

16. Information on meetings:

Most Board meetings are held at the Registered Office of the Company at 303, Tantia Jogani Industrial Estate, Opp. Lodha Bellissimo, J.R. Boricha Marg, Lower Parel, Mumbai –

400011. The agenda and explanatory notes are sent to the Board in advance. The Board meets at least once a quarter to review the quarterly results and other items on the agenda and also on the occasion of the Annual General Meeting of the shareholders. Additional meetings are held, when necessary. The recommendations of the Committees are placed before the Board for necessary approval.

The Board has full and unfettered access to any information of the Company, and to any employee of the Company. At Board meetings, the Board invites managers of the Company when additional details into the items being discussed are required.

17. Independent Directors' discussion:

Annually and when required, the Independent Directors meet without the presence of Non-Independent Directors and members of the Management. At this meeting, the Independent Directors inter alia evaluate the performance of the Non-Independent Directors and the Board of Directors as a whole, evaluate the performance of the Chairman of the Board and discuss aspects relating to the quality, quantity and timeliness of the flow of information between the Company, the Management and the Board.

18. Changes in personal details:

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

19. Extension of Term:

Upon the expiry of your First Term and subject to your eligibility under the relevant provisions of the Act, Rules, Listing Regulations and other applicable laws, as prevailing from time to time and subject to annual performance evaluation and recommendations of the Nomination and Remuneration Committee, the Board may, at its discretion, recommend to the shareholders renewal of your term.

20. Governing Law:

This letter of appointment 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 Swasti Vinayaka Art and Heritage Corporation Limited, kindly confirm your acceptance of these terms by signing and returning to us the enclosed copy of this letter.

For any questions or clarifications with respect to terms of appointment contained herein, please contact the Executive Director, Legal & Corporate Affairs and Company Secretary.

21. Miscellaneous:

The terms of appointment contained in this letter along with your detailed profile shall be disclosed on the website of the Company and the relevant stock exchanges.

22. Acceptance of Appointment:

Please confirm your acceptance of the above terms by signing and returning the enclosed duplicate copy of this letter.

We look forward to your support and commitment towards the Company.

For **SWASTI VINAYAKA ART AND HERITAGE CORPORATION LIMITED**