



INDEPENDENT DIRECTOR'S POLICY

The term Independent Director should be construed as defined under Section 149 & 150 of the Companies Act, 2013 (hereinafter referred to as 'the Act') read with Rules & Schedule IV framed thereunder, as amended from time to time.

I. APPOINTMENT

The term Independent Director should be construed as defined under the Companies Act, 2013 and code of conduct as per Schedule IV of the Act. Accordingly, the Independent Directors (IDs) will serve for not more than two terms of five years each on the Board of the Company. The Company is at liberty to disengage Non Executive Independent Director earlier subject to compliance of relevant provisions of the Act. Independent Directors shall not be liable to retire by rotation.

Re-appointment at the end of the term shall be based on the approval of the Board and Shareholders. IDs re-appointment would be considered by the Board based on the outcome of the performance evaluation process and Independent Directors continuing to meet the independence criteria.

The Independent Directors will not be liable to retire by rotation.

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. Presently such Committees are Audit Committee, Corporate Social Responsibility Committee and Nomination and Remuneration Committee. Their appointment on such Committee(s) shall be subject to applicable law.

II. ROLES, DUTIES AND RESPONSIBILITIES

Roles, duties and responsibilities will be those as required of a Non-Executive Independent Director under applicable provisions of the Companies Act, 2013 and the rules made thereunder as amended from time to time as issued under Section 149(8) read with Schedule IV of the Companies Act, 2013. As member of the Board IDs along with other Directors will be collectively responsible for meeting the objectives of the Board which include:

- To act in accordance with the Companies Act, 2013 and the Articles of Association of C. S. Infraconstruction Limited.

- To 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.
- To discharge duties with due and reasonable care, skill and diligence.
- Not to involve in a situation in which Independent Directors may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the Company.
- Not to achieve or attempt to achieve any undue gain or advantage either for self or to relatives, partners or associates.
- Not to assign office as Director and any assignments so made shall be void.

Independent Directors shall abide by the Code for Independent Directors as outlined in Schedule IV to section 149 (8) of the Act and duties provided in the Act). For ready reference, the relevant provisions have been extracted and attached as in Annexure I.

III. REMUNERATION & REIMBURSEMENT OF EXPENSES

Independent Directors will be paid such remuneration by way of sitting fees for meetings of the Board and its Committees as may be decided by the Board and approved by the Shareholders from time to time.

Further the Company may pay or reimburse the Independent Directors such reasonable expenditure, as may be incurred by them, for the period of appointment, while performing their role as Independent Directors of the Company.

IV. INSURANCE

The Company maintains a Directors and Officers Insurance Policy (D & O Policy) to pay for the personal liability of the Directors and officers for claims made against them while serving on the Board and / or as an officer of the Company. It is intended that CSIL will assume and maintain such cover for the full term of IDs appointment.

VII. CONFIDENTIALITY

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

VIII. DISCLOSURE, DIRECTORSHIPS AND BUSINESS INTEREST

During the Term, IDs agree to promptly notify the Company of any change in directorships, and also provide such other disclosures and information as may be required under the applicable laws. IDs also agree that upon becoming aware of any potential conflict of interest with the position as Independent Director of the Company, IDs shall promptly disclose the same to the Board. IDs shall confirm on the date of appointment that IDs have no such conflict of interest issues.

During your Term, IDs agree to promptly provide a declaration under Section 149 (7) of the Act, upon any change in circumstances which may affect status as an Independent director.

The Company must include in its Annual Accounts a note of any material interest that a Director may have in any transaction or arrangement that the Company has entered into. Such interest should be disclosed no later than when the transaction or arrangement comes up at a Board meeting so that the minutes may record interest appropriately. A general notice that you are interested in any contracts with a particular person, firm or company is acceptable.

IX. CHANGES OF PERSONAL DETAILS

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

X. TERMINATION

a) IDs may resign from position at any time and they wish to do so, IDs are requested to serve written notice on the Board.

b) Continuation of appointment is contingent on IDs getting re-elected by the shareholders in accordance with provisions of Companies Act, 2013 and the Articles of Association of the Company, from time to time in force. IDs will not be entitled to compensation if the shareholders do not re-elect you at any time.

c) IDs appointment may also be terminated in accordance with the provisions of the Articles of Association of the Company from time to time in force.

XI. GOVERNING LAW

This agreement is governed by and will be interpreted in accordance with Indian law and your engagement shall be subject to the jurisdiction of the concerned courts/NCLT.