



## TERMS AND CONDITIONS OF APPOINTMENT OF INDEPENDENT DIRECTORS

### 1. Introduction

1.1. These terms and conditions of appointment (“Terms”) set out the key terms on which an Independent Director of Yuranus Infrastructure Limited (the “Company”) is appointed.

1.2. These Terms will be effective from the date of appointment of the Independent Director and will remain in force for the duration of their tenure on the Board of Directors of the Company.

### 2. Definitions

2.1. “Board” means the Board of Directors of the Company.

2.2. “Independent Director” means a director of the Company who satisfies the criteria of independence as specified under the Companies Act, 2013 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.

### 3. Appointment and Term

3.1. The appointment of the Independent Director will be made by the Board on the recommendation of the Nomination and Remuneration Committee, subject to the approval of the shareholders of the Company.

3.2. The Independent Director will be appointed for a term of five years and may be re-appointed for a further term of five years, subject to the approval of the shareholders of the Company.

3.3. The Independent Director may resign from their position by giving notice in writing to the Board.

3.4. The Board may terminate the appointment of the Independent Director in accordance with the provisions of the Companies Act, 2013 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.

### 4. Duties and Responsibilities

4.1. The Independent Director shall:

4.1.1. Act in accordance with the Companies Act, 2013, the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 and other applicable laws and regulations;

4.1.2. Act in the best interests of the Company and its stakeholders, including shareholders, employees, customers, suppliers and the wider community;





4.1.3. bring an independent and objective perspective to the Board's deliberations and decision-making process;

4.1.4. exercise their duties with due diligence, care and skill, and with the requisite level of independence;

4.1.5. attend all Board meetings and other meetings of the Board committees of which they are a member, unless prevented from doing so by exceptional circumstances;

4.1.6. maintain confidentiality of all information regarding the Company, its operations and its stakeholders;

4.1.7. Declare any conflicts of interest that may arise in relation to their role as a Director of the Company;

4.1.8. are available to shareholders to address their concerns and queries;

4.1.9. undergo such training and education as may be necessary to discharge their duties effectively;

4.1.10. Serve on such committees of the Board as may be required by the Board; and

4.1.11. Perform such other duties and responsibilities as may be assigned by the Board from time to time.

## 5. Remuneration

5.1. The Independent Director shall be entitled to receive remuneration as approved by the shareholders of the Company.

5.2. The Independent Director shall be entitled to reimbursement of expenses incurred by them in the performance of their duties, in accordance with the policies and procedures of the Company.

## 6. Liability

6.1. The Independent Director shall not be liable for any act of the Company which is not approved by them or which is in contravention of any law or regulation.

6.2. The Independent Director shall not be held liable for any loss suffered by the Company, unless such loss is due to their wilful misconduct or gross

## 7. MEETINGS AND ATTENDANCE

7.1 The Directors shall attend all meetings of the Board, including any committee meetings of which they are members.

7.2 The Directors shall prepare for meetings, and shall review all relevant materials in advance.





# YURANUS INFRASTRUCTURE LIMITED

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7.3 The Directors shall actively participate in discussions, and shall provide constructive feedback and advice to the Board and management.

7.4 The Directors shall be entitled to seek any information or clarifications that they require from the management of the Company.

## 8. CONFIDENTIALITY

8.1 The Directors shall maintain the confidentiality of all information and discussions that take place during Board and committee meetings, and shall not disclose any such information to any third party.

8.2 The Directors shall ensure that all documents and materials provided to them by the Company are kept confidential, and shall not be disclosed or used for any purpose other than their role as Directors.

## 9. TERMINATION

9.1 The appointment of the Directors may be terminated in accordance with the provisions of the Companies Act, 2013 and the SEBI Regulations.

9.2 The Directors may also resign from their position by giving notice in writing to the Board.

9.3 In the event of termination or resignation, the Directors shall return all documents and materials provided to them by the Company, and shall maintain the confidentiality of any information that they may have acquired during their term.

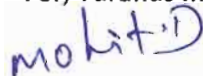
## 10. Amendment

10.1. These Terms may be amended by the Board from time to time, subject to the provisions of the Companies Act, 2013 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.

10.2. Any amendment to these Terms will be communicated to the Independent Director in writing and will be effective from the date specified in the communication.

10.3. The Independent Director shall be deemed to have accepted the amended Terms if they continue to serve on the Board after the effective date of the amendment.

For, Yuranus Infrastructure Limited



Mohit D. Desai

Chairman & Managing Director

