

Date

To,

Mr/Ms.

\_\_\_\_\_  
\_\_\_\_\_.

**Sub: Appointment as Non-Executive Independent Director.**

We, Edelweiss Real Assets Managers Limited (“the Company”), would like to inform that your appointment as Non-Executive Independent Director of the Company with effect from (date), has been approved by the Board of Directors vide its resolution dated (\_\_\_\_\_). You will serve as an Independent Director of the Company for a term of \_\_\_\_\_ years with effect from (date), and your appointment shall be subject to the approval of the Members of the Company.

The terms and conditions of your appointment as Non – Executive Independent Director are as follows:

**1. APPOINTMENT**

- i. Your appointment will be for a period of \_\_\_\_\_ years from the date of appointment unless terminated earlier as per provisions of applicable laws. As an Independent Director you will not be liable to retire by rotation.

Your re-appointment for another term of maximum period of five years at the end of the current term shall be based on the recommendation of the Nomination and Remuneration Committee if any, approval of the Board and the Members of the Company. Your reappointment would be considered by the Board based on the outcome of the performance evaluation process and you continuing to meet the independence criteria.

- ii. You will be bound by the provisions of Schedule IV of the Act which lays down the Code for Independent Directors.
- iii. The Board may, in order to derive benefit of your rich and varied experience, may request and nominate you to serve on one or more Committees of the Company during your tenure as the Independent Director.
- iv. The Board expects you to dedicate sufficient time and attention towards the business affairs of the Company and actively participate in:
  - Board Meetings;
  - Committee Meetings in which you are a member or Chairperson;
  - General Meetings;
  - Meeting of the Independent Directors.

**2. ROLE**

- i. In addition to the role specified under Schedule IV of the Act, you are expected to bring an independent judgement to the Board’s deliberations especially on issues of strategy, performance, risk management, resources, key appointment and standard of conducts.

- ii. You are further expected to provide an objective view in the evaluation of performance of Board and the Management and further scrutinize the performance of Management in meeting agreed goals and objectives.

### **3. DUTIES**

You shall adhere to the below mentioned duties as specified under Section 166 of the Act, in addition to the duties mandated under Schedule IV of the Act:

- i. Subject to the provisions of the Act, you shall act in accordance with the Articles of Association of the Company;
- ii. You shall 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 interests of the Company, its employees, the shareholders, other stakeholders, the community and for the protection of environment;
- iii. You shall exercise duties with due and reasonable care, skill and diligence and shall exercise independent judgment;
- iv. You shall not involve in a situation which may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the Company;
- v. You shall not assign office and any assignments so made shall be void;

### **4. LIABILITIES**

You should have the same responsibilities like any other Directors of the Company. Further, you shall be held liable, only in respect of such acts of omission or commission by the Company which had occurred with your knowledge, attributable through board processes, and with your consent or convenience or where had not acted diligently.

### **5. FEES/COMMISSION/REIMBURSEMENT OF EXPENSES**

- i. Subject to the provisions of Section 197 of Act and Articles of Association of the Company, you will be paid sitting fees for attending the meetings of the Board/Committees as may be decided by the Board. The payment of sitting fees will be within the limits mandated under the Companies Act, 2013 and Rules made thereunder (as amended from time to time).
- ii. In addition to above, the Company will reimburse you for travel, hotel and other incidental expenses incurred by you in the performance of your role and duties. This will include reimbursement of expenditure incurred by you for attending Board/ Committee meetings, Annual General Meetings, Extraordinary General Meetings, court convened meetings, meetings with shareholders/ creditors/ management, induction and training (organized by the Company for Directors) and in obtaining, subject to prior consultation with the Board, professional advice from independent advisors in furtherance of your duties as an Independent Director.
- iii. You shall not be entitled to any stock options that may be issued by the Company in future.

### **6. DISCLOSURES AND COMPLIANCES**

- i. You shall comply with all applicable and related provisions of the Companies Act, 2013 (including any statutory modification or re-enactment thereof) and any other applicable law or regulation in force.
- ii. You are required to maintain the limits of directorships as required under Section 165 of the Act read with the applicable rules made thereunder. Further, you shall inform the Company about your appointment/cessation as a director in any other company.

- iii. 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 are required to give a declaration to that effect confirming that you meet the criteria of Independence as required under section 149(7) of the Act.
- iv. You are required to furnish disclosure of interest to the Company as required under Section 184 and Section 164(2) of the Act.
- v. You shall strive to attend the meeting of the Independent Directors, if any and discuss the agenda as provided in Schedule IV of the Act.
- vi. During your tenure with the Company as an Independent Director, in case if you get disqualified as provided in section 164(1) of the Act, then you shall intimate the Company at the earliest.
- vii. You are requested to ensure that the conditions as prescribed under section 167 of the Act are not violated resulting in vacation of office.
- viii. Further, as per the notification of Ministry of Corporate Affairs, you shall require to pass an online proficiency self-assessment test conducted by the Indian Institute of Corporate Affairs (IICA) within a period of one year from the date of inclusion of your name in the data bank. Also, you shall be required to provide the confirmation on compliance of sub-rule (1) and sub-rule (2) of Companies (Appointment and Qualification of Directors) Rules, 2014 to the Board under sub-section (7) of section 149 of the Companies Act, 2013.

## 7. TRAINING

On the ongoing basis, the Company/HR Department may make arrangements for the Independent Director(s) to develop and refresh skills and knowledge in areas which we mutually identify as being likely or be required, or of benefit to you, in carrying out your duties effectively. You should endeavour to make yourself available for any relevant training sessions which may be recognized by the Company in this regard.

## 8. CONFIDENTIALITY

- i. You will have a right of access to Company's documents and records, including financial records, as per the provisions of the Act; and
- ii. Any confidential information, which may come to your knowledge in performance of your duties as a Director of the Company, you must not be divulged, except so far as:
  - (i) it may be necessary in connection with the performance of your duties to the Company;
  - (ii) the Company may, from time to time, authorize you to disclose such information, as may be required with the condition that all reasonable precautions are taken to maintain the secrecy and confidentiality of all confidential information of the Company;
  - (iii) as may be required by applicable law to disclose.

## 9. TERMINATION

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 Companies Act 2013, your directorship may be terminated in case of violation of any provision of the Code of Conduct as applicable to Non-Executive Directors.

You 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 you in the notice, whichever is later.

If at any stage during the term, there is a change that may affect your status as an Independent Director as envisaged in Section 149(6) of the Companies Act 2013 or, if applicable, you agree to promptly submit your resignation to the Company with effect from the date of such change.

Upon termination of the appointment with the Company (for whatever cause), you shall deliver to the Company all documents, records, papers or other property which may be in your possession or under your control, and which relate in any way to the business affairs of the Company, and you shall not retain any copies thereof.

If you are willing to accept these terms of appointment relating to your appointment as an Independent Director of the Company, kindly confirm your acceptance of these terms by signing and returning to us the enclosed copy of this letter.

Yours sincerely,

**For and on behalf of Edelweiss Real Assets Managers Limited**

---

**Name of Director**  
**Designation**  
**DIN:**

I, (name of the Director appointed), hereby acknowledge receipt of and accept the terms set out in this letter.

**Signature:**  
**Date:**