MOHIT MINERALS LIMITED

CIN: U14292DL2004PLC127951 | *Registered Office: 7/23, Kirti Nagar Industrial Area, Delhi-110015.*

TERMS AND CONDITIONS OF APPOINTMENT OF INDEPENDENT DIRECTORS

This document sets out the Terms and Conditions of appointment of Independent Directors of Mohit Minerals Limited ("the Company"), in pursuance of the provisions of Section 149(8) read with Schedule IV of the Companies Act, 2013 ("the Act") and Regulation 46(2)(m) of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("SEBI Listing Regulations"), and is hosted on the website of the Company.

1. Appointment

- The Independent Director is appointed as per the provisions of the Companies Act, 2013, and the Articles of Association of the Company, based on the recommendation of the Nomination and Remuneration Committee and the Board of Directors, subject to approval of the members of the Company in a General Meeting.
- The appointment is subject to the Independent Director meeting the criteria of independence as prescribed under Section 149(6) of the Act, Rule 5 and 6 of the Companies (Appointment and Qualification of Directors) Rules, 2014.
- The Independent Director shall submit a declaration of independence at the time of appointment and thereafter at the first Board meeting in every financial year, or whenever there is a change in circumstances affecting his/her status as an Independent Director, in the form prescribed under Section 149(7) of the Act.
- Prior to appointment, the Director shall provide a Notice of Interest in other entities under Section 184(1) and MBP-1, and consent to act as Director in Form DIR-2, along with such other declarations/disclosures as may be required under the Act.

2. Term of Appointment

- The Independent Director shall hold office for a term as approved by the members of the Company, not exceeding five consecutive years, and shall be eligible for re-appointment on passing of a special resolution by the Company, disclosed in the Board's Report, for not more than two consecutive terms.
- An Independent Director who has served two consecutive terms shall be eligible for appointment only after the expiration of three years from ceasing to be an Independent Director, and shall not, during the said period of three years, be appointed in or be associated with the Company in any other capacity, either directly or indirectly.
- No re-appointment shall be made by way of an omnibus resolution.

3. Role and Duties

The Independent Director shall abide by the "Code for Independent Directors" as set out in Schedule IV to the Act, and shall in particular:

- Undertake appropriate induction and regularly update and refresh his/her skills, knowledge, and familiarity with the Company;
- Seek appropriate clarification or amplification of information and, where necessary, take and follow appropriate professional advice and opinion of outside experts at the expense of the Company;
- Strive to attend all meetings of the Board and of the Board Committees of which he/she is a member;
- Participate constructively and actively in Board/Committee meetings, bringing independent judgment on issues of strategy, performance, risk management, resources, key appointments, and standards of conduct;
- Pay sufficient attention to and ensure adequate deliberation on the concerns raised by minority shareholders where relevant;
- Keep himself/herself well informed about the Company and the external environment in which it operates;
- Not unfairly obstruct the functioning of an otherwise proper Board or Committee;
- Pay sufficient attention and ensure adequate deliberation before approving related party transactions and assure that the same are in the interest of the Company;

- Ascertain and ensure that the Company has an adequate and functional vigil mechanism and ensure no person is denied access to the Chairman of the Audit Committee;
- Report concerns about unethical behaviour, actual or suspected fraud, or violation of the Company's code of conduct or ethics policy;
- Act within the authority conferred by law and act with objective independent judgment in the best interest of the Company as a whole;
- Not disclose confidential information, including commercial secrets, technologies, advertising and sales promotion plans, unpublished price sensitive information, unless approved by the Board or required by law.

4. Liability of Independent Directors

As provided under Section 149(12) of the Act, an Independent Director shall be held liable only in respect of such acts of omission or commission by the Company which had occurred with his/her knowledge, attributable through Board processes, and with his/her consent or connivance or where he/she had not acted diligently.

5. Remuneration / Sitting Fees

- An Independent Director shall not be entitled to any stock options of the Company.
- An Independent Director may receive sitting fees for attending meetings of the Board and Committees thereof, as may be decided by the Board from time to time, within the limits prescribed under the Act and Rules made thereunder.
- Reimbursement of expenses for participation in the Board and other meetings, as applicable to other Directors, shall also be permissible.
- An Independent Director may be paid commission, if any, within the limits, and subject to the approvals, prescribed under the Act.

6. Code of Conduct

The Independent Director shall abide by the Code of Conduct for Directors and Senior Management Personnel and such other policies of the Company as applicable to Independent Directors, as adopted and amended by the Board from time to time, and shall affirm compliance with the same on an annual basis.

8. Performance Evaluation

The performance evaluation of Independent Directors shall be conducted by the entire Board of Directors, excluding the Director being evaluated, based on criteria laid down by the Nomination and Remuneration Committee, in accordance with Schedule IV of the Act. Independent Directors shall, in a separate meeting, review the performance of Non-Independent Directors, the Board as a whole, and the Chairperson.

9. Committee Membership

The Independent Director may be appointed as a member/Chairperson of one or more Committees of the Board, as may be constituted from time to time, subject to the limits prescribed under the Act .

10. Disclosure Obligations

- The Independent Director shall disclose to the Board, at the time of appointment and periodically thereafter, the maximum number of Boards / Committees of listed entities in which he/she serves as Director / Member / Chairperson.
- The Independent Director shall promptly inform the Company of any change in his/her directorship(s), Committee membership(s), or any other disclosure required under the Act.
- The Independent Director shall disclose his/her concern or interest in any contract or arrangement with the Company in Form MBP-1, at the first Board meeting after appointment and thereafter at the first Board meeting in each financial year, or whenever there is a change in the disclosures already made.

11. Resignation / Removal

- An Independent Director may resign from office by giving notice in writing to the Company, and the Company shall within 30 days of receipt of such notice, intimate the Registrar of Companies and post the same on its website, along with disclosure of detailed reasons for resignation as provided by the Director.
- The Independent Director shall forward a copy of his/her resignation, along with detailed reasons, if any, to the Registrar of Companies within the time and manner prescribed under the Act.
- An Independent Director may be removed from office before expiry of his/her term only by way of a special resolution of the Company and after giving a reasonable opportunity of being heard, in accordance with Section 169 of the Act.

12. Confidentiality

The Independent Director shall maintain confidentiality of all information obtained by virtue of his/her position as a Director, and shall not disclose the same to any third party, except as required under law or with the prior written approval of the Board.

14. General

- The Independent Director shall comply with all applicable laws, rules, and guidelines, as may be issued and amended by the Central Government, and other regulatory authorities from time to time.
- These Terms and Conditions shall be read along with the provisions of the Companies Act, 2013, the Articles of Association of the Company, and the Letter of Appointment issued to the respective Independent Director. In case of any conflict, the provisions of the Act shall prevail.
- These Terms and Conditions shall be reviewed and updated by the Board of Directors of the Company from time to time, in line with amendments to applicable laws.

This document has been placed on the website of the Company at…………………..