

[Date]

[Name and Address of Independent Director]

Dear Sir,

Subject: Your appointment as an Independent Director of Centrum Broking Limited

At the outset, we express our sincere gratitude to you for agreeing to serve as an Independent Director (ID) on the Board of Directors of the Company.

The Board of Directors has approved your appointment as an Independent Director of the Company for a term of [●] years with effect from [●] subject to the approval of the Members.

This Letter of Appointment is issued as per the provisions of the Companies Act, 2013 (the Act).

The annexures to this letter set out the terms of your appointment detailing the roles, duties and responsibilities and liability as an Independent Director of the Company.

I request you to return the attached copy of this letter and the annexures, duly signed as a token of your confirmation.

We look forward to your support and guidance.

**Yours Sincerely,
For Centrum Broking Limited**

**K Sandeep Nayak
Whole-time Director**

**Accepted
[Name of Independent Director]**

Annexure A
Terms of appointment as Independent Director (ID) of Centrum Broking Limited

1. Terms of office:

- 1.1 The term of your office as an Independent Director (ID) is for a period of [●] years, with effect from [●], subject to the provisions of the Companies Act, 2013 (the Act) and the Articles of Association of the Company (AoA), as amended, from time to time, particularly regarding appointment, fees, expenses, retirement, disqualification and removal of directors;
- 1.2 Your attention is drawn of the maximum permissible directorships that one can hold as per the provisions of the Act and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and we hope that this appointment will be within those limits;
- 1.3 This directorship is not subject to retirement by rotation during the term, as per the relevant provisions of the Act;
- 1.4 In case, you have to resign from your directorship in the Company for any reason or pursuant to any of the provisions of the Act or any of the applicable Law or the Articles of Association of the Company or you may be required to vacate the office of directorship, it can be done so by giving a letter of resignation. While intimating your intention to resign or not to seek re-appointment, it will be preferable if you give the Company reasonable time so to plan suitable succession to the Board;

2. Commitments:

The commitments that are expected from you as ID in relation to your functions are as follows:

- 2.1 As an ID, you will be expected to devote such time as is necessary for the proper performance of your duties and involve in the Board and Committee meetings as and when convened.
- 2.2 You shall strive to attend all the scheduled Board meetings, General Meetings, Committee Meetings and other meetings;
- 2.3 You shall strive to hold and be present in at least one meeting in a year without the presence of non-independent directors and members of management with the sole objective of:
 - (a) Reviewing the performance of non-independent directors and the Board as a whole;
 - (b) Reviewing the performance of the Chairperson of the company, taking into account the views of executive directors and non-executive directors; and
 - (c) Assessing the quality, quantity and timeliness of flow of information between the Company, management and the Board that is necessary for the Board to effectively and reasonably perform their duties.

3. Code of conduct, functions and duties:

- 3.1 As a director of the Company, you will have all legal duties and obligations under the Act 2013 including attendance at Board meetings, general meetings, meetings of IDs and such other additional duties, as may be agreed to from time to time;
- 3.2 As a director of the Company, you have to familiarize yourself with the relevant directors' duties, roles and responsibilities as set out in the Code for Independent Directors under Schedule IV of Act, 2013. (Annexure B);
- 3.3 The Board will constitute, assign and fix terms of service for committee members. The functioning of such committees will be governed by the applicable provisions of the Act.
- 3.4 You will be expected to perform your duties, whether statutory, fiduciary or common law diligently to a standard commensurate with your functions and duties & your skills, experience and knowledge.
- 3.6 As a director, you shall be accountable under the 'Directors Responsibility Statement'.

4. Liability:

As an ID, you will be liable 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 connivance or where you had not acted diligently.

5. Technology:

- 5.1 You may attend the Board or Committee meetings through video conferencing or other audio-visual means, subject to the applicable provisions of the Act 2013.
- 5.2 You may make use of video, telephone, electronic mail, any other technology which permits each director to communicate with every other director, or any combination of these technologies for the purpose of call and holding meetings.

6. Conflict of interest:

By accepting this appointment, you are deemed to have confirmed that other positions you hold including your directorships in other organizations will not give rise to any 'conflicts of interest' in relation to your appointment as an ID of the Company. Should you become aware of any conflict or potential conflict during the period of your appointment, you are expected to notify the same to the Board.

7. Disclosures:

- 7.1 You will have to submit certain information (in the prescribed forms) periodically to the Board;

7.2 You will be required to disclose to the Company your interests and any matters (excluding those matters, which may be subject to legal professional privilege), which affect your independence;

7.3 You will be required to give a declaration that you meet the criteria of independence every financial year as provided under Section 149 of the Act. Format mentioned as Annexure - C may be used for the purpose.

8. Directors' fees remuneration:

8.1 You are entitled to sitting fees as fixed by the Board from time to time for attending meetings of the Board and Committees as per the provisions of Section 197 of the Act and the AoA;

8.2 You will be entitled to claim reimbursement of travelling, hotel and other incidental expenses incurred by you in performance of your duties as per the provisions of the Ac 2013;

8.3 IDs are not entitled to any 'stock option' and will not be covered by any pension scheme; and

9. Review:

The performance of individual directors, of the Board itself and its committees will be evaluated annually by the Board.

10. Codes:

You will be required to abide by Code of Conduct including the one for prevention of Insider Trading for senior management personnel, including directors, besides Code for independent directors as may be adopted by the Board.

11. External Advice:

After consultation with the Chairman if that is practicable (and, if appropriate, jointly with any other Non-Executive Directors whose interests are the same as yours), you will be entitled to seek external independent advice at the Company's expense, in order to enable you to carry out the duties should you find it necessary.

12. Indemnity and Insurance:

The Company may decide to have/maintain appropriate directors and officers (D&O) liability insurance to cover the personal liability of directors and officers for claims made against them while serving on the Board.

13. Confidentiality and access to records:

13.1 Directors have a right of access to Company's documents and records including financial records, as per the provisions of the Act 2013; and

13.2 Any confidential information which may come to your knowledge in the performance of your duties as a director of the Company must not be divulged, except so far as (i) it may be necessary in connection with the proper 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 by you with the condition that you will take all reasonable precautions, as may be necessary to maintain the secrecy and confidentiality of all confidential information of the Company; (iii) you may be required by law to disclose

14. Notice for Meeting

Notice of meetings shall be served by permissible mode at;

Address: [●]

or

Email Id: [●]

15. Applicable laws:

This letter of appointment shall be governed by the laws of India.

Kindly confirm your agreement to the terms set out above. by returning a copy of this letter, duly signed and you agree that the Company may make this letter publicly available.

Annexure-B
Code for Independent Directors

This is to inform you that, in terms of the provisions of Section 149(8) of Companies Act, 2013 (the Act 2013), it is mandatory for all IDs to adhere with the Code for Independent Directors (Code).

The Code has been prescribed under Schedule IV of the Act, 2013 and the same is reproduced herein below for your perusal and ready reference.

The Code is a guide to professional conduct for independent directors. Adherence to these standards by independent directors and fulfilment of their responsibilities in a professional and faithful manner will promote confidence of the investment community, particularly minority shareholders, regulators and companies in the institution of independent directors.

(1) Guidelines on professional conduct:

An independent director shall:

- 1.1 upholds ethical standards of integrity and probity;
- 1.2 act objectively and constructively while exercising his duties;
- 1.3 exercises his responsibilities in a bona fide manner in the interest of the company;
- 1.4 devote sufficient time and attention to his professional obligations for informed and balanced decision making;
- 1.5 not allow any extraneous considerations that will vitiate his exercise of objective independent judgment in the paramount interest of the company as a whole, while concurring in or dissenting from the collective judgment of the Board in its decision making;
- 1.6 not abuse his position to the detriment of the company or its shareholders or for the purpose of gaining direct or indirect personal advantage or advantage for any associated person;
- 1.7 refrain from any action that would lead to loss of his independence;
- 1.8 where circumstances arise which make an independent director lose his independence, the independent director must immediately inform the Board accordingly;
- 1.9 assist the company in implementing the best corporate governance practices.

(2) Role and functions:

The independent directors shall -

- 2.1 help in bringing an independent judgment to bear on the Board's deliberations, especially on issues of strategy, performance, risk management, resources, key appointments and standards of conduct;
- 2.2 bring an objective view in the evaluation of the performance of board and management;
- 2.3 scrutinize the performance of management in meeting agreed goals and objectives and monitor the reporting of performance;
- 2.4 satisfy themselves on (a) the integrity of financial information and (b) That financial controls and the systems of risk management are robust and defensible;
- 2.5 Safeguard the interests of all stakeholders, particularly the minority shareholders;

- 2.6 Balance the conflicting interest of the stakeholders;
- 2.7 determine appropriate levels of remuneration of executive directors, key managerial personnel and senior management and have a role in appointing and where necessary recommend removal of executive directors, key managerial personnel and senior management; and
- 2.8 moderate and arbitrate in the interest of the company as a whole, in situations of conflict between management and shareholder's interest.

(3) Duties:

The independent directors shall -

- 3.1 undertake appropriate induction and regularly update and refresh their skills, knowledge and familiarity with the company;
- 3.2 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;
- 3.3 strive to attend all meetings of the Board of Directors and of the Board committees of which he is a member;
- 3.4 participate constructively and actively in the committees of the Board in which they are chairpersons or members;
- 3.5 strive to attend the general meetings of the company;
- 3.6 where they have concerns about the running of the company or a proposed action, ensure that these are addressed by the Board and, to the extent that they are not resolved, insist that their concerns are recorded in the minutes of the Board meeting;
- 3.7 keep themselves well informed about the company and the external environment in which it operates;
- 3.8 not to unfairly obstruct the functioning of an otherwise proper Board or committee of the Board;
- 3.9 pay sufficient attention and ensure that adequate deliberations are held before approving related party transactions and assure themselves that the same are in the interest of the company;
- 3.10 ascertain and ensure that the company has an adequate and functional vigil mechanism and to ensure that the interests of a person who uses such mechanism are not prejudicially affected on account of such use;
- 3.11 report concerns about unethical behavior, actual or suspected fraud or violation of the company's code of conduct or ethics policy;
- 3.12 acting within their authority, assist in protecting the legitimate interests of the company, shareholders and its employees; and
- 3.13 not disclose confidential information, including commercial secrets, technologies, advertising and sales Promotion plans, unpublished price sensitive information, unless such disclosure is expressly approved by the Board or required by law.

(4) Manner of appointment:

- 4.1 The appointment process of independent directors will be independent of the company management; while selecting independent directors, the Board will ensure that there is

appropriate balance of skills, experience and knowledge in the Board so as to enable the Board to discharge its functions and duties effectively;

- 4.2 The appointment of independent director(s) of the company will be approved at the meeting of the shareholders;
- 4.3 The Explanatory statement to be attached to the Notice of the meetings for approving the appointment will include a statement that, in the opinion of the Board, the independent director proposed to be appointed fulfils the conditions specified in the Act 2013 and the rules made thereunder and that the proposed director independent of the management;
- 4.4 The appointment of independent directors shall be formalized through a Letter of appointment, which shall set out:
 - (a) the term of appointment;
 - (b) the expectation of the Board from the appointed director; the Board-level committee(s) in which the director is expected to serve and its tasks;
 - (c) the fiduciary duties that come with such an appointment along with accompanying liabilities;
 - (d) the provision for Directors and Officers (D and O) insurance, if any;
 - (e) the Code of Business Ethics that the company expects its directors and employees to follow;
 - (f) the list of actions that a director should not do while functioning as such in the Company; and
 - (g) the remuneration, mentioning periodic fees, reimbursement of expenses for participation in the Boards and other meetings and profit related commission, if any.
- 4.5 The terms and conditions of appointment of independent directors will be open for inspection at the registered office of the Company by any member during normal business hours.
- 4.6 The terms and conditions of appointment of independent directors shall also be posted on the Company's website.

(5) Re-appointment:

The re-appointment of independent director shall be on the basis of report of performance evaluation.

(6) Resignation or removal:

- 6.1 The resignation or removal of an independent director shall be in the same manner as is provided in sections 168 and 169 of the Act;
- 6.2 An independent director who resigns or is removed from the Board of the company shall be replaced by a new independent director within a period of three months from the date of such resignation or removal, as the case may be
- 6.3 Where the company fulfils the requirement of independent directors in its Board even without filing the vacancy created by such resignation or removal, as the case may be, the requirement of replacement by a new independent director shall not apply.

(7) Separate meetings:

- 7.1 The independent directors of the company shall hold at least one meeting in a financial year, without the attendance of non-independent directors and members of management;
- 7.2 All the independent directors of the company shall strive to be present at such meeting; and
- 7.3 The meeting shall:
 - (a) review the performance of non-independent directors and the Board as a whole;

- (b) review the performance of the Chairperson of the company, taking into account the views of executive directors and non- executive directors; and
- (c) assess the quality, quantity and timeliness of flow of information between the company management and the Board that is necessary for the Board to effectively and reasonably perform their duties.

(8) Evaluation mechanism:

- 8.1 The performance evaluation of independent directors shall be done by the entire Board of Directors, excluding the director being evaluated.
 - 8.2 On the basis of the report of performance evaluation, it shall be determined whether to extend or continue the term of appointment of independent director.
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Annexure - C
Draft letter of Declaration of Independence

To,
The Board of Directors,
Centrum Broking Limited,
2nd Floor, Bombay Mutual Bldg.,
Dr. D.N. Road, Fort,
Mumbai, 400001

Subject: Declaration of independence as defined u/s. 149(6) of the Companies Act, 2013 and Regulation 16 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015

I, _____, Independent Director, hereby declare that, I meet the criteria of independence as prescribed under Section 149(6) of the Companies Act, 2013.

I further confirm that, I am not aware of any circumstance or situation, which exist or may be reasonably anticipated, that could impair or impact my ability to discharge duties with an objective independent judgment and without any external influence.

I further confirm that, I am registered with the Indian Institute of Corporate Affairs and I have passed / am exempted from appearing for the online proficiency self-assessment test conducted by the institute.

Name:

DIN:

Date:

Place:

Enclosure A

An independent director in relation to a company, means a director other than a managing director or a whole-time director or a nominee director,

(a) who, in the opinion of the Board, is a person of integrity and possesses relevant expertise and experience;

(b) (i) who is or was not a promoter of the company or its holding, subsidiary or associate company;
(ii) who is not related to promoters or directors in the company, its holding, subsidiary or associate company;

(c) who has or had no pecuniary relationship, other than remuneration as such director or having transaction not exceeding ten percent of his total income or such amount as may be prescribed

(d) None of whose relatives-

(i) is holding any security of or interest in the company, its holding, subsidiary or associate company during the two immediately preceding financial year or during the current financial year:

provided that the relative may hold security or interest in the company of face value not exceeding fifty lakhs rupees or two percent of the paid up capital of the company, its holding, subsidiary or associate company or such higher sum as may be prescribed.

(ii) is indebted to the company, its holding, subsidiary or associate or their promoters, or directors, in excess of such amount as may be prescribed during the two immediately preceding financial year or during the current financial year;

(iii) has given a guarantee or provided any security in connection with the indebtedness of any third person to the company, its holding, subsidiary, or associate company or their promoters, or directors of such holding company, for such amount as may be prescribed during the two immediately preceding financial year or during the current financial year; or

(iv) has any other pecuniary transactions or relationship with the Company, or its subsidiary, or its holding or associate company amounting to two per cent. or more of its gross turnover or total income singly or in combination with the transactions referred to in sub clause (i), (ii) or (iii);

(e) who, neither himself nor any of his relatives—

(i) holds or has held the position of a key managerial personnel or is or has been employee of the company or its holding, subsidiary or associate company in any of the three financial years immediately preceding the financial year in which he is proposed to be appointed;

provided that in case of a relative who is an employee, the restriction under this clause shall not apply for his employment during preceding three financial years.

(ii) is or has been an employee or proprietor or a partner, in any of the three financial years immediately preceding the financial year in which he is proposed to be appointed, of—

(A) a firm of auditors or company secretaries in practice or cost auditors of the company or its holding, subsidiary or associate company; or

(B) any legal or a consulting firm that has or had any transaction with the company, its holding, subsidiary or associate company amounting to ten per cent. or more of the gross turnover of such firm;

(iii) holds together with his relatives two per cent. or more of the total voting power of the company;
or

(iv) is a Chief Executive or director, by whatever name called, of any nonprofit organization that receives twenty-five per cent or more of its receipts from the company, any of its promoters, directors or its holding, subsidiary or associate company or that holds two per cent or more of the total voting power of the listed company; or

who possesses such other qualifications as may be prescribed;

(1) An independent director shall possess appropriate skills, experience and knowledge in one or more fields of finance, law, management, sales, marketing, administration, research, corporate governance, technical operations or other disciplines related to the company's business.

(2) None of the relatives of an independent director, for the purposes of sub-clauses (ii) and (iii) of clause (d) of sub-section (6) of section 149,

(i) is indebted to the Company, its holding, subsidiary or associate Company or their promoters, or directors; or

(ii) has given a guarantee or provided any security in connection with the indebtedness of any third person to the Company, its holding, subsidiary or associate company or their promoters, or directors of such holding company,

for an amount of fifty lakhs rupees, at any time during the two immediately preceding financial years or during the current financial year.
