

Indicative Terms and Conditions of Appointment of Independent Directors

In accordance with the provisions of provisions of Sections 149, 150, 152 read with Schedule IV and any other applicable provisions of the Act and as per the applicable provisions of the SEBI Listing Regulations, as amended from time to time and the Articles of Association of the Company, has approved your appointment as an Independent Director of the Company to hold office for a first term of 5 (Five) consecutive years with effect from _____, subject to approval of the shareholders of the Company. The appointment is based on the information and declaration of Independence provided by you.

Further, as stipulated under the Act, the appointment of an Independent Directors shall be as governed by the Schedule IV of the Companies Act, 2013 and 'Code for Independent Directors'.

This letter of appointment sets out the terms covering your appointment as an Independent Director. Your relationship with the Company will be that of an office-holder and not one of contract for employment in the Company.

1. Terms of appointment/re-appointment:

- 1.1. The term of your office as an Independent Director (ID) on the Board shall be effective from _____ for a period of 5 (Five) consecutive years upto _____ subject to the approval of the shareholders of the Company through Special Resolution in accordance with the provisions of the Act;
- 1.2. Your directorship shall not be subject to retirement by rotation during the term in accordance with the provisions of the Act;
- 1.3. Notwithstanding the other provisions of this letter, your appointment may be terminated at any time by the Board in accordance with the provisions of the Act and Articles of Association of the Company or that you may resign by written notice along with detailed reasons. While forwarding your intention to resign, it will be preferable if you give the Chairman reasonable time so that the Company can plan suitable succession to the Board;
- 1.4. Your performance evaluation as an Independent Director shall be reviewed by entire Board annually during your tenure with the Company in accordance with the processes established by the Board from time to time and based on performance evaluation, it shall be determined whether to extend or continue the term of your appointment as an Independent Director of the Company

2. The expectations of the Board from the appointed Independent Director:

The commitments that are expected from you as an Independent Director in relation to your functions are as follows:

- 2.1. As an Independent Director, you are expected to bring objectivity and independence to the Board's discussions and help provide the Board with effective leadership in relation to the Company's strategy, performance, and risk management, as well as ensuring high standards of financial probity and corporate governance;
- 2.2. You are expected to attend various familiarization programmes, organized by the company to understand the business model and the nature of its operations;
- 2.3. It is expected that you will perform your duties efficiently and diligently and in accordance with the Guidelines of professional conduct and the roles and functions set out under the Code of Independent Directors, as provided in Section 149(8) read with Schedule IV of the Act and the SEBI Listing Regulations, including attending regular and emergency Board meetings, any meeting(s) of Independent Directors, Extraordinary General Meeting and the Annual General Meeting. You may also be required to attend regular meetings of any Board committee(s) of which you may become a member;
- 2.4. You should strive to hold and 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.
- 2.5. By accepting this appointment, you have confirmed that you are able to allocate sufficient time to meet the expectations of your role.

3. Appointment in Board-level Committees:

3.1. As advised by the Board, during the tenure of your office, you may be required to serve on one or more of the Committees of the Board established by the Company. Currently, the Company has established the following Committees:

- Audit Committee
- Nomination and Remuneration Committee

- Stakeholders' Relationship Committee
- Risk Management Committee

4. The fiduciary duties that come with such appointment along with accompanying liabilities:

- 4.1. As an Independent Director of the Company, you have to familiarize yourself with the relevant Independent Directors' duties, roles and responsibilities as set out in the Code for Independent Directors under Schedule IV of Act.
- 4.2. As an Independent Director, your liability will be 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.
- 4.3. By accepting this appointment, you are deemed to have confirmed that any other position you hold including your directorships in other organizations will not give rise to any 'conflicts of interest' in relation to your appointment as an Independent Director 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 from time to time.

5. Directors and Officers Insurance:

The Company has availed a Directors' & Officers' Liability and Company Reimbursement Insurance Policy which extends to the Company, all its directors and directors of subsidiaries. Quantum, risks determined, and other parameters provided in the Policy have been found to be commensurate with the size and nature of business of the Company by the Board of Directors.

The said Policy shall be extended to you from the date of your appointment

6. The Code of Business Ethics:

You will be required to abide by following Codes of Business ethics:

- (a) Code of Conduct for Board of Directors & Senior Management;
- (b) Code of Conduct for Independent Directors;
- (c) Whistle Blower Policy
- (d) Code of Fair Disclosure and Code of Conduct for Prevention of Insider Trading such other codes as may be prescribed, subject to the approval of the Board, from time to time.

A copy of the aforementioned Codes along with other policies of the Company are available on the website of the Company at www.lotusdevelopers.com.

7. Change in personal details:

During the period of your tenure, request you to promptly intimate the Company Secretary in the prescribed manner, of any change in address or other contact and personal details provided by you to the Company at the time of your appointment.

**8. The list of actions that a director should not do while functioning as such in the company:
As an Independent Director of the Company, you shall not -**

- i. misuse the information in your possession for personal gains;
- ii. engage in any ways (both directly or indirectly) with the competitors;
- iii. in any way indulge in activities which may be construed as conflict of interest;
- iv. break any law of the land or indulge or provoke the co-directors or employees to do the same; and
- v. enter in to any contract or arrangements wherein you are directly or indirectly interested.

The above list is only indicative and not exhaustive.

9. Directors' fees/ remuneration:

- 9.1. Sitting fee will be paid to you as may be fixed by the Board from time to time.
- 9.2. You will be entitled to claim reimbursement of all your travelling, hotel and other incidental expenses incurred by you in performance of your duties;
- 9.3. IDs are not entitled to any 'stock option' and will not be covered by any pension scheme.

10. Disclosures:

- 10.1. You will have to submit such information in the prescribed forms periodically to the Board as may be required from time to time;
- 10.2. 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; and
- 10.3. During your tenure, you agree to provide a "Declaration of independence" under Section 149(7) of the Act and Regulation 25(8) of the SEBI Listing Regulations, in the prescribed format, at the first meeting of the Board in every financial year or whenever upon any change in the circumstances which may affect your status as an Independent Director of the Company.

11. Confidentiality:

You must apply the highest standards of confidentiality and not disclose to any person or company (whether during the course of the Appointment or at any time after its termination)

any confidential information concerning the Company.

On termination of the Appointment, you will deliver to the Company all books, documents, papers and other property of or relating to the business of the Company which are in your possession, custody or power by virtue of your position as an Independent Director of the Company.

12. Dealing in shares and Code of Conduct:

You and your immediate relatives should not trade in the securities of the Company, except in the manner stated in the Company's Code of Conduct to Regulate, Monitor and Report Trading by Designated Persons and with the approval of the Compliance Officer.

13. Trading Window Closure:

The Company shall specify a trading period, to be called "trading window", for trading in the Company's securities. When the trading window is closed the directors shall not trade in the Company's securities in such period.

The trading window shall be closed during the following time periods when the information is unpublished:

- i. Declaration of financial results (quarterly, half-yearly and annually)
- ii. Declaration of dividends (interim and final)
- iii. Issue of securities by way of public/rights/bonus etc.
- iv. Any major expansion plans or execution of new projects
- v. Amalgamations, mergers, takeovers and buy-back
- vi. Disposal of whole or substantially whole of the undertaking
- vii. Any material changes in policies, plans or operations of the Company

The time for commencement of closing of trading window shall be decided by the Company. The trading window shall be opened 48 hours after the information referred to above is made public.

14. Acceptance of Appointment:

It is pleasure to have you on the Board. We are confident that association, expertise and advise will immensely benefit the Company and the Board.