TERMS AND CONDITIONS OF APPOINTMENT OF INDEPENDENT DIRECTORS

(Pursuant to Section 149 read with Schedule IV of the Companies Act, 2013 and Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations 2015)

KRISHNA BUILDSPACE LIMITED
(Formerly known as Krishna Buildspace Private Limited)
CIN: U45200GJ2013PLC076590
Registered Office: 510-Zion Prime, Thaltej Shilaj Road, Before Shilaj Railway Crossing,Thaltej, Ahmedabad, Gujarat- 380059
Telephone No.: 07935188376 | Email: accounts@krishna.build
Website: www.krishna.build

TERMS AND CONDITIONS OF APPOINTMENT OF INDEPENDENT DIRECTORS

Terms and conditions of appointment of Independent Directors of the Company in accordance with the requirements of the provisions of Section 149 of the Companies Act, 2013 (hereinafter referred to as "Act") read with Schedule IV of the Act and Regulations 17 to 27 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations 2015 (hereinafter referred to as "Listing Regulations")

1. Terms of Appointment

Appointment process of Independent Director (ID) shall be independent of the Company management; while selecting Independent Directors the Board of Directors ("Board") shall 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.

The term of appointment of an ID of the Company is for a period of 5 consecutive years from the date of his/ her appointment. ID is not liable to retire by rotation.

Appointment of every ID shall be approved by members of the Company by way of special resolution on the recommendations of Board and Nomination & Remuneration Committee, if any. Provided that if the special resolution for the appointment of an ID fails to get the requisite majority of votes but the votes cast in favour of the resolution exceed the votes cast against the resolution and the votes cast by the public shareholders in favour of the resolution exceed the votes cast against the resolution, then the appointment of suchan ID shall deemed to be made according to the Listing Regulations.P

2. Status of Appointment

The ID will not be the employee of the Company and the appointment letter shall notconstitute a contract of employment.

The appointment letter 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 accompanyingliabilities;

(d) the Code of Business Ethics that the company expects its Directors and employees tofollow;

(e) the list of actions that a director should not do while functioning as such in the company; and

(f) the remuneration, mentioning periodic fees, reimbursement of expenses for participationin the Boards and other meetings and profit related commission, if any.

(5) The terms and conditions of appointment of independent Directors shall be open for inspection at the registered office of the company by any member during normal business hours.

(6) The terms and conditions of appointment of independent Directors shall also be posted on the company's website.

3. Re-appointment

The re-appointment of ID shall be on the basis of report of performance evaluation. IDs will be eligible for re-appointment for another term of 5 consecutive years, after the completionof their tenure of first 5 years, subject to Board approval, and the passing of a Special Resolution by Members.

An IDs will serve for not more than two consecutive terms of five years each on the Board of the Company subject to the maximum tenure of ten years as prescribed under the Act.

Such ID shall be eligible for appointment after the expiration of three years of ceasing to become an ID in the Company. Provided that an independent director shall not, during the said period of three years, be appointed in or be associated with the company in any other capacity, eitherdirectly or indirectly.

4. Roles and Duties

The roles and duties of the ID will be those normally required of a Non-Executive ID underthe Act. There are certain duties prescribed for all Directors, both Executive and Non- Executive, which are fiduciary in nature and are inter- alia as under:

1) He/ she shall act in accordance with the Company's Memorandum of Association and Articles of Association.
2) He/ she shall act in good faith in order to promote the objects of the Company for thebenefit of the members of the Company as a whole, and in the best interest of the Company.
3) He/ she shall discharge duties with due and reasonable care, skill and diligence.
4) He/ she, unless otherwise approved by the Board, shall not involve in a situation in which he/ she may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the Company.
5) He/ she shall not achieve or attempt to achieve any undue gain or advantage either tohimself/ herself or his/ her relatives, partners or associates.
6) He/ she shall not assign office of Director and any assignments so made shall be void.
7) He/ she shall comply with all applicable laws and regulations of all the relevant regulatory and other authorities as may be applicable to such Directors in their individual capacities.

IDs shall also be taking sufficient care to perform role and functions as well as duties specified in the Code for IDs under Schedule IV of the Act and the Listing Regulations (including any modification or re-enactment of the same) that come with such an appointment along-with accompanying liabilities.

5. Board Committees

As the Board may, deem fit, during the tenure of office, ID may be appointed to one or more of the committees of the Board or any such committee that may be set up in the future. Upon appointment to any one or more such Committees, will be subject to the applicable regulations. He/ she is to ensure compliance with the appropriate Committee charter whichsets out the functions of that Committee.

6. Expectation of the Board from the Appointed ID

An ID is expected to bring objectivity and independence of view to the Board's discussionsand to 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 financialprobity and corporate governance.

The ID are expected to serve on one or more of the committees of the Board established by the Company, as the Board may decide.

They will be expected to attend meetings of Board and Board Committees in which ID is a member and Members meetings and to devote such time as appropriate to discharge their duties effectively.

By accepting the appointment, the ID confirm that they are able to allocate sufficient time tomeet the expectations from their role to the satisfaction of the Board.

7. Code of Conduct and Business Ethics for Board of Directors and Insider Trading Code

The Board has put in place a Code of Conduct and Ethics for Board of Directors (Code). IDs shall abide by the Code. An annual affirmation of compliance is required to be providedby the IDs on the same.

The ID will be required to abide by the guidelines as to professional conduct for IDs asset out in Section

149(8) read with Schedule IV to the Act.

Directors shall also comply with Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 1992 and Code of Conduct for Prevention of Insider Trading of the Company. The directors shall not make use of unpublished price sensitive information.

8. Directors' Fees/ Remuneration

- A sitting fee will be paid for attending each meeting of the board as well as the committee meeting attended, as per the provisions of Section 197 of the Act and the Articles of Association of the Company, as fixed by the board from time to time. In addition to the sitting fees, Commission as determined by the Board may also be payable to the ID.
- The ID will be entitled to claim reimbursement of all his/ her travelling, hotel and otherincidental expenses incurred by him/ her in performance of duties as director of the Company, as per the provisions of the Act.

9. Stock Options

ID is not eligible to participate in Stock Options schemes of the Company.

The Directors will be paid such remuneration by way of sitting fees for meetings of the Boardand its Committees as may be decided by the Board and / or as approved by the Members from time to time.

10. Conflict of Interest

It is accepted and acknowledged that the appointed IDs may have business interests other than those of the Company. Considering the same, they are required to declare any such directorships, appointments and interests to the Board in writing in the prescribed form at the time of their appointment.

In the event that circumstances seem likely to change and might give rise to a conflict of interest or, when applicable, circumstances that might lead the Board to revise its judgmentsthat they are independent, this should be disclosed to both the Chairman and the CompanySecretary of the Company.

11. Confidentiality

All information acquired during the appointment is confidential to the Company and should not be released, either during the appointment or following cessation (by whatever means) to third parties without prior clearance from the Chairman unless required by law or bythe rules of any stock exchange or regulatory body. On reasonable request, ID shall surrender any documents and other materials made available to them by the Company.

Attention is also drawn to the requirements under the applicable regulations and the InsiderTrading Code which is concerned with the disclosure of price sensitive information and dealing in the securities of Sequent. Consequently, ID should avoid making any statementsor performing any transactions that might risk a breach of these requirements without prior clearance from the Chairman or the Company Secretary.

Unless specifically authorized by the Company, the ID shall not disclose any business related information to public constituencies such as the media, the financial community, employees, members, agents, franchises, dealers, distributors and importers.

12. Resignation and Removal

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 and Listing regulations.

IDs may resign from their position at any time and if they wish to do so, they are requested to serve a reasonable written notice on the Board.

Continuation of their appointment is contingent on getting re-elected by the members in accordance with provisions of the Act, the Rules framed thereunder, Listing regulations and the Articles of Association of the Company, from time to time in force. They will not be entitled to compensation if the members do not re-elect them at any time.

Their appointment may also be dispensed with in accordance with the provisions of the Act,Listing regulations & Articles of Association of the Company.

No ID, who resigns from the Company, shall be appointed as an executive / whole time director on the board of the Company, its holding, subsidiaries or associate company or on the board of a company belonging to its promoter group, unless a period of Three year has elapsed from the date of resignation as an ID.

An independent director who resigns or is removed from the Board of the company shall be replaced by a new independent director within 3 months from the date of such resignation or removal, as the case may be.

13. Performance Evaluation of IDs

The performance evaluation of IDs shall be done by the entire Board of Directors, excluding the director being evaluated on annual basis.

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

14. MEETING OF IDs

IDs shall hold at least one meeting in a financial year, without the presence of non-IDs and members of the management to discuss the matters of the Company and all the IDs shall striveto be present at such meeting.

The meeting shall:
(a) review the performance of non-independent Directors and the Board as a whole;
(b) review the performance of the Chairman of the company, taking into account the viewsof executive Directors and non-executive Directors;
(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 andreasonably perform their duties.

15. Termination

Their appointment may also be terminated in accordance with the provisions of the Act,Listing Regulations and Articles of Association of the Company from time to time in force.

16. Miscellaneous

- No person shall be appointed or continue as an alternate director for an ID.

- IDs shall give an annual declaration of meeting the criteria of independence as requiredand update whenever there is change in circumstances which may effect their Status ofIndependence under the provision of section 149(7) of the Act, and the rules made thereunder.

- An ID shall not serve as an ID in more than seven (7) listed companies as may be stipulated by the Listing Regulations or any other law of the land, for the time being inforce. An ID agree to devote such time as is prudent and necessary for the proper performance of their roles, duties and responsibilities in the Company.

- Further, an ID who is serving as a whole-time director in any listed company shall not serve as an ID in more than three (3) listed companies or such number of listed companies as may be stipulated by the

Listing Regulations or any other law of the land,for the time being in force.

- At least one independent director on the board of directors of the listed entity shall be aDirector on the board of directors of an unlisted material subsidiaries, whether incorporated in India or not.

- The Directors are granted an indemnity from the Company in respect of liabilities incurred as a result of their office, to the extent permitted by law.

- The Company shall conduct familiarization programs for its IDs.

- During the term, they shall promptly intimate the Company Secretary and the Ministryof Corporate Affairs in the prescribed manner, of any change in address or other contactand personal details provided to the Company.

- In the event of any claim or litigation against the Company, based upon any alleged conduct, act or omission of an ID during their term, they agree to render all reasonableassistance and co-operation to the Company and provide such information and documents as are necessary and are required by the Company or its Legal Counsel.

17. TIME COMMITMENT

- Independent Director is expected to bring objectivity and independence of view to the Board's discussions and to 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.
- The Board meets at least four times in a year.
- Independent Directors are expected to attend meetings of the Board and Board Committees to which they are/may be appointed and also the meetings of shareholders and commit sufficient time to ensure fulfilment of your duties and responsibilities effectively**.**

18. CONTINUAL DISCLOSURES

- At the first meeting of the Board in every financial year and whenever there is any change in the disclosures already made, then within 30 days of such change, you shall disclose your concern or interest in any company/ies or bodies corporate, firms, or other association of individuals which shall include your shareholding, in the prescribed manner under the Act.
- During your appointment as an ID, if there is any change in the circumstances that affect your independence, you shall immediately inform the Company of the same.
- You may be required to furnish additional disclosures to the Company as per the requirements of other laws that are/may be applicable to the Company within such period and at such intervals as may be informed to you by the Company.

In addition, you shall not abuse your position to the detriment of the Company or its stakeholders or for the purpose of gaining direct or indirect personal advantage or advantage for any associated person. Based on your given role, you should not serve on the boards of competing companies