

## **Terms and Conditions of Appointment of Independent Directors**

At the Annual General Meeting of the Company held on 28th August, 2014, the shareholders approved the appointment of Mr. Marco Wadia for a term of five consecutive years with effect from August 07, 2014.

The broad terms and conditions of appointment of Mr. Marco Wadia are reproduced hereunder:

### Appointment/Re-appointment as Independent Director

I am pleased to inform you that the Board of Directors ('the Board') of Simon India Limited ("the Company") has approved your appointment/re-appointment as an Independent Director of the Company ('Independent Director'). This letter sets out the terms of your appointment/reappointment.

#### 1. Appointment/Re-appointment

In accordance with the provisions of the Companies Act, 2013 and other applicable laws, you will serve as an Independent Director of the Board till August 07, 2019. Your appointment is subject to the approval of shareholders at the Annual general meeting of the Company scheduled to be held on August 28, 2014.

#### 2. Board Committees

- 2.1 As advised by the Board, during the tenure of office, you may be required to serve on one or more of the Committees of the Board established by the Company.
- 2.2 Currently, the Board has Audit committee, Remuneration Committee and Corporate Social Responsibility Committee.
- 2.3 You have been nominated to serve on all of the three committees above.

#### 3. Professional Conduct

As an Independent Director, you shall:

- (a) uphold ethical standards of integrity and probity;
- (b) act objectively and constructively while exercising your duties;
- (c) exercise your responsibilities in a bona fide manner in the interest of the Company;
- (d) devote sufficient time and attention to your professional obligations for informed and balanced decision-making;
- (e) not allow any extraneous considerations that may vitiate your 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

- (f) not abuse your 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.
- (g) refrain from any action that could lead to a loss of your independence;
- (h) ensure that if circumstances arise under which you may lose your independence, you will immediately inform the Board accordingly;
- (i) assist the Company in implementing the best corporate governance practices.

#### 4. Functions, Responsibilities and Duties of Directors

##### 4.1 Functions

- (a) To review the Company's strategy, the annual financial plan and monitor the Company's performance:
- (b) To advise and counsel the Management:
- (c) To monitor and manage potential conflicts of interests of the Management:
- (d) To oversee and ensure the integrity of financial information and legal compliance:

##### 4.2 Responsibilities

Independent directors have the same general legal responsibilities to the Company as that of any other director. The Board, as a whole, is collectively responsible for ensuring the success of the Company by directing and supervising the Company's affairs.

##### 4.3 Duties

As an Independent Director, you shall:

- (a) update and refresh your skills, knowledge and familiarity with the Company;
- (b) seek appropriate clarification and, where necessary, seek and follow appropriate professional advice from external experts at the expense of the Company;
- (c) strive to attend every meeting of the Board and of the Board committees of which you are a member;
- (d) actively and constructively participate in the Board committees of the Board in which you may be a member or the Chairperson;
- (e) strive to attend the general meetings of the Company;
- (f) ensure that any concerns that you may have about the running of the Company are addressed by the Board and seek inclusion of these concerns in the Board minutes to the

extent these concerns are not resolved;

- (g) keep yourself well informed about the Company and the external environment in which it operates;
- (h) not unfairly obstruct the functioning of an otherwise proper Board or committee;
- (i) ensure that related party transactions are considered carefully before they are approved and are in the interest of the Company;
- (j) ensure that the whistleblower function of the Company is functioning adequately;
- (k) report concerns about unethical behavior, actual or suspected fraud or violation of the Company's Code of Conduct and Ethics;
- (l) within your authority, assist in protecting the legitimate interests of the Company, shareholders and its employees;
- (m) Not disclose any confidential information unless such disclosure is expressly approved by the Board or required by law.

## 5. Entitlement

As an independent director, you would be entitled to the following:

- 5.1 Reimbursement of expenditure that may be incurred in travelling to attend the Board meetings and other committee meetings of the Company, stay and out-of-pocket expenses that are incurred during the days of the Board and committee meetings.
- 5.2 The Sitting fees for attending meetings of the Board and meeting of the Committees of the Board of Directors of the Company as may be approved and amended by the Board by time to time in accordance of the Companies Act, 2013 and the rules made thereunder.

## 6. Term

Subject to applicable law, as an independent director, you are eligible to serve for a period of five years or up to the age of retirement whichever is earlier.