

5th July, 2024

To,

Mr. Chintan Dilipbhai Shah

Plot 88, Karishma Bunglow,

G I D C Colony, Umbergaon-396171,

Dist. Valsad, Gujarat, India.

Sub : Appointment as an Additional Director (Non-Executive, Independent)

Ref : Your consent letter DIR-2 dated 26th June, 2024

The Code for Independent Directors contained in The Companies Act, 2013 provides that we should issue a letter of appointment to the Independent Directors.

I am pleased to inform you that the Board of Directors of the Company at its meeting dated 5th June, 2024 have approved your appointment as an Additional Director (Non-Executive, Independent), not liable to retire by rotation, to hold office with effect from 6th July, 2024 up to the date of the ensuing Annual General Meeting of the company.

This letter sets out the terms and conditions covering your appointment which are as follows:

APPOINTMENT

- 1) Your appointment as an Additional Director (Non-Executive, Independent) on the Board of Directors of the Company is subject to the provisions of the Companies Act, 2013.
- 2) In compliance with provisions of section 149(13) of the Companies Act, 2013, your directorship is not subject to retirement by rotation.
- 3) Kindly take note that your appointment is subject to fulfilment of certain parameters of independence as defined in Section 149(6) of the Companies Act, 2013 and Regulation 16(1)(b) of the Securities And Exchange Board Of India (Listing Obligations And Disclosure Requirements) Regulations, 2015 ("Listing Regulations").
- 4) Notwithstanding other provisions of this letter, the appointment may be terminated in accordance with the provisions of the Articles of Association of the Company or on failure to meet the parameters of independence as defined in section 149(6) or on the occurrence of any event as defined in section 167 of the Companies Act, 2013.
- 5) Upon termination or upon your resignation for any reason, duly intimated to the Company, you will not be entitled to any compensation for loss of office.

TIME COMMITMENT

- 6) As a Non-Executive Independent Director you are 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 generally meets four times in a year. The Audit Committee generally meets at least four times in a year. Besides, there are other Committee meetings like Nomination and Remuneration Committee, Stakeholder Relationship

Committee etc. meetings of which are ordinarily convened as per requirements. You will be expected to attend Board and Board Committees to which you may be appointed and Shareholders meetings and to devote such time to your duties, as appropriate for you to discharge your duties effectively.

- 7) By accepting this appointment, you confirm that you are able to allocate sufficient time to meet the expectations from your role to the satisfaction of the Board.

ROLE AND DUTIES:

- 8) Your role and duties will be those normally required of a Non-Executive Independent Director under the Companies Act, 2013. There are certain duties prescribed for all Directors, both Executive and Non-Executive, which are fiduciary in nature and are as under:
- I. You shall act in accordance with the Company's Articles of Association as may be amended from time to time.
 - II. You shall act in good faith in order to promote the objects of the Company for the benefit of its members as a whole, and in the best interest of the Company.
 - III. You shall discharge your duties with due and reasonable care, skill and diligence.
 - IV. You shall not involve yourself in a situation in which you may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the Company.
 - V. You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates. You shall not assign your office as Director and any assignments so made shall be void.

In addition to the above requirements the Board of Directors also expect you to perform the following functions:

- I. You should constructively challenge and help develop proposals on strategy for growth of the Company.
- II. You should evaluate the performance of management in meeting agreed goals and objectives.
- III. You should satisfy yourself on the integrity of financial information and that financial controls and systems of risk management are effective and defensible.
- IV. You are responsible for determining appropriate levels of remuneration of Executive Directors and have a prime role in appointing, and where necessary, removing Executive Directors and in succession planning.
- V. You will take responsibility for the processes for accurately reporting on performance and the financial position of the Company.
- VI. You should keep governance and compliance with the applicable legislation and regulations under review and the conformity of Company's practices to accepted norms.

STATUS OF APPOINTMENT

- 9) You will not be an employee of the Company and this letter shall not constitute a contract of employment. You will be paid such remuneration by way of sitting fees as per the provisions of the Companies Act, 2013 for meetings of the Board and its Committees as may be decided by the Board.

- 10) You will have no entitlement to any bonus during the appointment and no entitlement to participate in any employee stock option scheme operated by the Company or any Group Company.

REIMBURSEMENT OF EXPENSES

- 11) In addition to the remuneration described above, the Company will, for the period of your appointment, reimburse you for travel, hotel and other incidental expenses incurred by you in the performance of your role and duties.

INDEPENDENT PROFESSIONAL ADVICE

- 12) There may be occasions when you consider that you need professional advice in furtherance of your duties as a Director and it will be appropriate for you to consult independent advisers at the Company's expense. The Company will reimburse full cost of expenditure incurred in accordance with the Company's policy.

CONFLICT OF INTEREST

- 13) It is accepted and acknowledged that you may have business interests other than those of the Company. As a condition to your appointment, you are required to declare any such directorships, appointments and interests to the Board in writing in the prescribed form at the time of your appointment.
- 14) In the event that your 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 judgement that you are independent, this should be disclosed to both the Chairman and the Company Secretary.

EVALUATION

- 15) The Board of Directors will carry out an evaluation of the performance of the Board as a whole, Board Committees and Directors on an annual basis as per Company's Policy. Your appointment and reappointment on the Board shall be subject to the outcome of the yearly evaluation process.

DISCLOSURE OF INTEREST

- 16) Any material interest that a Director may have in any transaction or arrangement that the Company has entered into should be disclosed no later than when the transaction or arrangement comes up at a Board meeting so that the minutes may record your interest appropriately and our records are updated. A general notice that you are interested in any contract with a particular person, firm or company is acceptable.

CODE OF CONDUCT

- 17) During the appointment you are required to comply with regulations as contained in Schedule IV under Companies Act, 2013, including the Code of Conduct.

FAMILIARIZATION & TRAINING

- 18) The Company has developed an Independent Director Familiarisation program. The purpose of this program is to facilitate independent directors in the performance of their duties and responsibilities., The Company shall through its executive directors / senior management personnel conduct programs/ presentations to familiarize the

existing directors as well as new directors with the governing documents, policies, strategy, operations and other functions and financial information of the Company. The Company shall also from time to time provide you with suitable sessions to familiarize with the Company, including briefing from the management, nature of the industry in which the Company operates, business model of the Company, etc.

CONFIDENTIALITY

- 19) All information acquired during your appointment is confidential to the Company and should not be released, either during your appointment or following termination (by whatever means) to third parties without prior clearance from the Chairman unless required by law or by the rules of any stock exchange or regulatory body. On reasonable request, you shall surrender any documents and other materials made available to you by the Company.
- 20) Your attention is also drawn to the requirements under the applicable regulations and the Company's Insider Trading Code which concern the disclosure of price sensitive information and dealing in the securities of the Company. Consequently you should avoid making any statements or performing any transactions that might risk a breach of these requirements without prior clearance from the Chairman or the Company Secretary.

PUBLICATION OF THE LETTER OF APPOINTMENT

- 21) In line with provision of Clause IV sub clause 6 of Schedule IV, under Companies Act, 2013, the Company will make public the terms and conditions of your appointment and will also arrange for it to be displayed on the Company's website.

MEMBERSHIP OF COMMITTEES

- 22) The Board of Directors may appoint you as Member/Chairman of one or more of its Committees which will be covered in a separate communication setting out the relevant committee's terms of reference and any specific responsibilities.

TERMINATION

- 23) You may resign any time from the position of Non-Executive Independent Director by a written notice stating the detailed reasons for your resignation along with a confirmation that there is no other material reason other than those provided. It is desirable that you inform the Chairperson in advance of your intention to resign or not to seek re-appointment which will help the Company to fill the vacancy.
- 24) Your appointment may also be terminated in accordance with the provisions of the Articles of Association of the Company from time to time in force.

APPLICABLE LAW

- 25) This Appointment Letter has been issued based on the Companies Act 2013 and the rules therein; and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("SEBI Listing Regulations") and rules therein. The terms of this appointment letter are based on these laws and rules therein prevalent at the time of your appointment. Any change in the above shall automatically entail changes in the terms and conditions of the appointment letter.

GOVERNING LAW

26) This Letter and any non-contractual obligations arising out of or in connection with this Letter are governed by, and shall be construed in accordance with Indian Law and shall be subject to the jurisdiction of the Indian Courts.

We request you to please confirm your acceptance of these terms by signing and returning to us the enclosed copy of this letter.

We look forward to your continued support in ensuring the Company is run with the highest degree of efficiency and governance at the Board level. Once again, on behalf of the entire SIPL Family, we welcome you on Board!

Yours sincerely,

For SHASHIJIT INFRAPROJECTS LIMITED

(AJIT JAIN)

CHAIRMAN & MANAGING DIRECTOR

Date : 5th July, 2024

Place : Vapi, Gujarat

I, **CHINTAN DILIPBHAI SHAH**, hereby accept the appointment as an Additional Director (Non-Executive, Independent) of **SHASHIJIT INFRAPROJECTS LIMITED** in accordance with the terms and conditions mentioned above.

(Chintan Dilipbhai Shah)

DIN : 10684879

Date : 5th July, 2024

Place : Umbergaon, Gujarat