

Terms and conditions of appointment of the Independent Directors of Mentor Home Loans India Limited in accordance with the requirements of Schedule IV to the Companies Act, 2013.

Schedule IV to the Companies Act, 2013 provides for the 'Code for Independent Directors'. The appointment process of Independent Directors is independent of the company management. During the selection process, the Board ensures 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 appointment of Independent Director(s) of the Company is approved at the meeting of the shareholders. The Board always ensures that the Independent Director proposed to be appointed fulfills the conditions specified in the Act and the Rules made thereunder and that the proposed director is independent of the management and a statement to that effect is included in the explanatory statement attached to the notice of the meeting.

The terms and conditions for the appointment of the Independent Director are enumerated below:

1. Appointment

Independent Directors will be appointed only by the members of the Company upon recommendation of the Board. The tenure of appointment of independent director shall be up to five years per term. He/she may be recommended for reappointment for a further term up to five years based on their performance appraisal. The term of office shall run prospectively from the date as approved by the members. The independent directors are not subject to retirement by rotation at every annual general meeting during their term. The independent directors are required to serve on the committees of the Board as decided and appointed by the Board from time to time.

2. Committees

- 2.1. During the appointment, the Independent Director may be required to serve on one or more of the committees of the Board including Audit Committee and Nomination and Remuneration Committee, as the Board may decide.
- 2.2. The Independent Director is an independent non-executive director and will be identified as such in the annual report and other documentation of the Company. If circumstances change, and he/she believes that his/her independence will be in doubt, he/she should discuss the same with the Chairman of the Company as soon as practicable.

3. Role, duties and responsibilities

- 3.1. The Independent Director will perform his/her fiduciary duties in a responsible manner and his/her general legal responsibilities to the Company will be at par with a non- executive director.
- 3.2. The Independent Director shall act in accordance with the Articles of Association of the Company and while discharging his/her duties, comply with the requirements of Section 166 and Schedule IV of the Companies Act, 2013 ("the Act").

3.3. The Independent Director will be held liable only in respect of such acts of omission or commission by the Company which have occurred with his/her knowledge, attributable through Board processes, and with his/her consent or where he/she has not acted diligently.

4. Code for Independent Directors:

4.1. The Company has relied on the declaration of the Independent Director that he/she meets the criteria of independence as provided in Section 149(6) of the Act.

4.2. The Independent Director will be required to abide by the guidelines as to professional conduct for independent directors as set out in Section 149(8) read with Schedule IV to the Act.

4.3. The Independent Director will be required to comply with applicable provisions of any code of conduct framed by the Board of Directors of the Company.

5. Restrictions

During the term of appointment, the Independent Directors are expected not to take up directorship in any company (whether in India or abroad) engaged in the same or similar businesses as that of the Company or in a company, business or undertaking which competes or is likely to compete with the Company or which could otherwise potentially give rise to a conflict with his duties with the Company. In the event that Independent Director becomes aware of any potential conflicts of interest, or in case of doubt, he should consult the Chairman of the Company as soon as practicable.

6. Time Commitment:

By accepting the Appointment, the Independent Director confirms that he/she will be able to allocate sufficient time to perform his/her duties as a director and attend meetings of the Board or any committee thereof. In addition to such attendances, he/she will be expected to devote appropriate preparation time ahead of each meeting.

7. Induction

Every independent director has to undergo such number of hours of induction program to get familiar with the business of the company, code of conduct, risk assessment and management, statutory compliances and other aspects about the company and its environment

Further independent directors will be made aware of the statutory and business developments of the company from time to time to enable them to contribute better in their respective roles.

8. Changes in Personal Details

During the tenure of Independent Director, he/she shall with no delay intimate the Company and the Registrar of Companies in the prescribed manner as defined in the Act, if any; regarding any change in the personal details i.e. change of address or any other information which was provided to the Company at the time of appointment.

9. Evaluation Process:

The performance of individual director shall be done by the entire Board, excluding the director being evaluated, on an annual basis.

10. Remuneration

In consideration of the Independent director's services, he/she will be paid such remuneration by way of sitting fee for attending meetings of the Board and its Committees as may be decided by the Board from time to time.

The payment of sitting fees shall be subject to the provisions of the Act, Rules and Regulations made thereunder, and such amendments, as may be made thereto from time to time.

11. Expenses

In addition to the remuneration stated in the preceding paragraph, the Company will reimburse Independent Director, or bear and pay, all travel, accommodation or other expenses incurred as a result of him carrying out his/her duties as an Independent Director. He/she may, at the Company's expense, seek independent legal or other professional advice where necessary to perform his/her duties and will be entitled to reimbursement of costs incurred in seeking such advice. In these circumstances, he/she should discuss the issues concerned with the Chairman of the Company in advance.

12. Insurance

The Company may take an appropriate Director's and Officer's Liability Insurance Policy. It is intended to maintain such insurance cover for the term of their appointment, subject to the terms of such policy in force time to time.

13. Disclosure of interest

- The Company acknowledges that Independent Director may have business interests in other companies. In the event that he/she becomes aware of any potential conflicts of interests, these should be disclosed to the Chairman and Company Secretary as soon as they become apparent.
- During the appointment, he/she should consult with the Chairman prior to accepting any such other (or further) directorships of Indian companies or any major external appointments which may affect his interest in the Company.

- During their Term, he/she agree to promptly provide a declaration under provision of the Act, upon any change in circumstances which may affect their status as an Independent Director.

14. Confidentiality

The Independent Director agrees that both during and after the term of appointment, he/she will not use for his/her own, or for another's benefit, or disclose or permit the disclosure of any confidential information relating to the Company which he/she may acquire by virtue of his/her position as an independent director without prior clearance from the Managing Director unless required by law or by the rules of any regulatory body. On reasonable request, he shall surrender any documents and other materials made available to him by Mentor Home Loans India Limited.

15. Termination

An independent director shall terminate or cease his Directorship in accordance with the Law and shall further serve a written notice stating the reasons for resignation to the Board.

16. Governing Law

The Appointment and the terms are governed by the laws of India.

17. Authority

The letter of appointment will be issued under the authority of the Board.

for Mentor Home Loans India Limited

Sd/-

**Pawan Kumar Goyal
Managing Director
DIN- 00020153**