



**CONSOLIDATED  
CONSTRUCTION  
CONSORTIUM LTD.** Letter of Appointment

03rd December, 2018

TO

Ms. Kameswari Subramanian,  
363, Phase II, Adarsh Palm Meadows,  
Airport Varathur Road,  
Ramagonvanahalli  
Bangalore- 560066

***Sub: Appointment as an Independent Director***

Dear Sir,

We thank you for your confirmation to Consolidated Construction Consortium Limited (hereinafter referred to as the "**Company**") that you meet the "independence" criteria as envisaged in Section 149(6) of the Companies Act, 2013 ("**2013 Act**") [and Securities Exchange Board of India (Listing Obligations and Disclosure Requirements) 2015 and also for your consenting to hold office as a Director of the Company.

Pursuant to your confirmation, we are pleased to confirm that upon the recommendation of the Nomination & Remuneration Committee, the Board has approved your appointment as an Independent Director of the Company.

The terms of your appointment, as set out in this letter, are subject to the extent provisions of the Companies Act, 2013, Listing Agreement (as amended from time to time) and Articles of Association of the Company.

**1. Appointment**

- 1.1 Your appointment as a Non-Executive Independent Director on the Board of Directors of Company will be for an term of 5 (five) years and shall take effect from 03rd December, 2018, unless terminated earlier or extended, as per the provisions of this letter or applicable laws ("Term")
- 1.2 Your appointment is subject to approval of the Board of Directors, election and appointment by the Shareholders as provided under the provisions of the Companies Act, 2013. Your appointment is also subject to the maximum permissible Directorships that one can hold as per the provisions of the Companies Act, 2013 and SEBI (LODR) Regulations, 2015.
- 1.3 The term Independent Director should be construed as defined under the Companies Act, 2013 and the SEBI (LODR) Regulations, 2015..
- 1.4 As an Independent Director you will not be liable to retire by rotation.

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- 1.5 The Company has adopted the provisions with respect to appointment and tenure of Independent Directors, which is consistent with the Companies Act, 2013, and SEBI (LODR) Regulations, 2015.. Accordingly, the Independent Directors will serve for not more than two terms of five years each on the Board of the Company. The Company is at liberty to disengage Non Executive Independent Director earlier subject to compliance of relevant provisions of Companies Act, 2013.
- 1.6 Re-appointment at the end of the term shall be based on the recommendation of the Nomination and Remuneration Committee and subject to the approval of the Board and the Shareholders.

## **2. Committees**

The Board of Directors (the Board) may, if it deems fit, invite you for being appointed on one or more existing Board Committees or any such Committee that is set up in the future. Your appointment on such Committee(s) will be subject to the applicable regulations.

The Board may re-constitute the composition of any/all Committees, from time to time, and any such change shall be promptly communicated to you. In such an event you may also be required to serve in other Committees of the Board.

## **3. Role and Duties**

Your role and duties will be those normally required as a Non-Executive Independent Director under the Companies Act, 2013 and the SEBI (LODR) Regulations, 2015.. (Please refer Annexure). There are certain duties prescribed for all Directors, both Executive and Non-Executive, which are fiduciary in nature and are as under:

A. As a member of the Board you will be responsible for meeting the objectives of the Board which include:

- I. You shall act in accordance with the Company's Articles of Association.
- 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 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.
- VI. You shall not assign your office as Director and any assignments so made shall be void.

B. You shall abide by the "Code for Independent Directors" as outlined in Schedule IV to Section 149(8) of the 2013 Act, and duties of directors as provided in the 2013 Act (including Section 166) and as per SEBI (LODR) Regulations, 2015..

C. You will also be responsible for providing guidance in the area of your expertise.

#### 4. Status of Appointment

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 for meeting of the Board and its Committees as may be decided by the Board and approved by the Shareholders from time to time. Further, you will also be paid remuneration by way of commission as may be approved by the Board and the Shareholders from time to time.

#### 5. Sitting fee

As an Independent Director you shall be paid sitting fees for attending the meetings of the Board and committees of which you are a member.

The sitting fees presently paid to the Non-Executive Independent Director is Rs. 20,000/- per meeting of the Board or a Committee thereof.

#### 6. Reimbursement of Expenses

In addition to the sitting fee described in paragraph 5 the Company will, for the period of your appointment, reimburse travel, hotel and other incidental expenses incurred by the Director.

#### 7. Conflict of Interest

7.1 It is accepted and acknowledged that you may have business interests other than those of the Company. As a condition to your appointment commencing, 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.

7.2 In the event that your circumstances seem likely to change and might give rise to conflict of interest or, when applicable, circumstances that might lead the Board to revise its judgment that you are independent, this should be disclosed to both the Chairman and the Secretary.

#### 8. Confidentiality

All information acquired during your appointment is confidential to 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, Independent Director you shall surrender any documents and other materials made available to you by the Company.

Independent Director Your attention is also drawn to the requirements under the applicable regulations and the Companies Code of Conduct for Insider Trading, which concerns 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 Secretary.

#### 9. Independent Professional Advice

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 advisors at

the Company's expense. The Company will reimburse the full cost of expenditure incurred in accordance with the Company's policy.

#### 10. Disclosure of Interest

The Company must include in its Annual Accounts a note of any material interest that a Director may have in any transaction or arrangement that the Company has entered into. Such interest should be disclosed not 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 contracts with a particular person, firm or company is acceptable.

During your term, you agree to promptly provide a declaration under Section 149(7) of the 2013 Act, upon any change in circumstances, which may affect your status as an Independent Director and such other declarations as per applicable rules and regulations.

#### 11. Change of Personal details

During the term, you shall promptly intimate the Company Secretary and the Registrar of Companies in the prescribed manner, of any change in address or other contact and personal details provided to the Company.

#### 12. Termination

- a. You may resign from your position at any time and should you wish to do so, you are requested to serve a reasonable written notice on the Board.
- b. Continuation of your appointment is contingent on your getting re-elected by the shareholders in accordance with the provisions of the Companies Act, 2013 and the Articles of Association of the Company, from time to time in force.
- c. Your appointment may also be terminated in accordance with the provisions of the Articles of Association of the Company from time to time.
- d. Any breach of the above clauses may also lead to termination.

#### 13. Governing Law

This agreement is governed by and will be interpreted in accordance with Indian law and your engagement shall be subject to the jurisdiction of the Indian courts.

#### 14. Miscellaneous

- a. This letter represents the entire understanding and constitutes the whole agreement, in relation to your appointment and supersedes any previous agreement between yourself and the Company with respect thereto and, without prejudice to the generality of the foregoing, excludes any warranty, condition or other undertaking implied at law or by custom.
- b. No waiver or modification of this letter shall be valid unless made in writing and signed by you and the Company.

- c. As per SEBI (LODR) Regulations, 2015., if applicable, this letter along with your detailed profile shall be disclosed on the website of the Company and the relevant stock exchange.

#### 15. Acceptance of Appointment

We are confident that the Board and the Company will benefit immensely from your rich experience and we are eager to have you as an integral part of the growth of our Company. If these terms of appointment are acceptable to you, please confirm your acceptance by signing and returning the enclosed copy of this letter.

We thank you for your continued support and commitment to the Company.

Yours sincerely

For CONSOLIDATED CONSTRUCTION CONSORTIUM LIMITED,



MANAGING DIRECTOR

I hereby acknowledge receipt of and accept the terms set out in this letter.

Signed \_\_\_\_\_

Dated **03rd December, 2018**