

# Skyweb Infotech Limited

Reg. Office: K-20, 2<sup>nd</sup> Floor, Lajpat Nagar-II, New Delhi-110024

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CIN No. : L72200DL1985PLC019763

To

**Mr. Mohan Mandawara**  
**3A, Anubhav Apts, Sector-13,**  
**Rohini, New Delhi- 110085**

**Subject: Re-appointment as an Independent Director of "Skyweb Infotech Limited"**

Dear Sir,

We are pleased to inform you that subject to the approval of shareholders through Postal Ballot process, the Board of Directors of Skyweb Infotech Limited has approved your appointment as an Independent Director of the Company in terms of Section 149 and other related applicable provisions of the Companies Act, 2013 and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 to hold the office for a term of 5 (five) consecutive years commencing from 1<sup>st</sup> April, 2023 to 31<sup>st</sup> March, 2028.

The terms & conditions of your appointment are attached as **Annexure 1**.

#### **Remuneration:**

You will be paid such remuneration by way of sitting fees for meetings of the Board and its Committees as may be decided by the Board and approved by the Shareholders from time to time.

#### **Training of the Board**

Every new Independent Director of the Board shall attend an Orientation Program Presentation made by the Board of the Company. The Presentations cover an overview of our strategy and operations to familiarize the new inductees about the strategy, operations and functions of our Company,

#### **Other Terms & Conditions:**

The Independent Director shall abide by the code for Independent Directors as outlined in Schedule IV of the

Companies Act, 2013 & the duties, responsibility and all other matters which is mentioned in the Listing Regulations of SEBI.

#### **Code of Conduct:**

During the tenure of your appointment, you are required to comply with the code of conduct adopted by the Board of Directors and to comply with Schedule IV of the Companies Act, 2013, applicable clauses of the Listing Agreement, SEBI Rules and regulations for prohibition of Insider trading and other related rules and regulation as amended from time to time by SEBI.



**Evaluation:**

The Company will carry out an evaluation of the performance of the Board as a whole, Board Committees and Directors on an annual basis. Your appointment and re-appointment on the Board shall subject to the outcome of the yearly evaluation process.

Thanking You,

Yours Sincerely,

**For SKYWEB INFOTECH LIMITED**



**Neetesh Gupta**  
**Director**  
**DIN: 00030782**

I have read and understood the terms of my appointment as an Independent Director of the Company and I hereby affirm my re-appointment as an Independent Director of Skyweb Infotech Limited

**Date: 07.03.2023**  
**Place: Delhi**

A handwritten signature of Mohan Mandawara.

**Mohan Mandawara**  
**Independent Director**  
**DIN: 06973665**

## Annexure-1: Terms & Conditions

### 1. Committees

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

### 2. Time Commitment

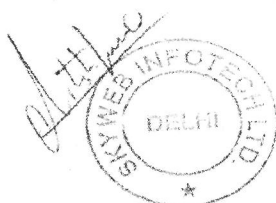
By accepting this appointment, the Independent Director confirms that he/she is able to allocate sufficient time to meet the expectations from the Independent Director role to the satisfaction of the Board

### 3. Roles and Duties

The Independent Directors roles and duties will be those normally required under Section 149, 166 of the Companies Act, 2013 and the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015. There are certain duties prescribed for all Directors, both Executive and Non-Executive, which are fiduciary in nature and are as under:

Section 166 of the Companies Act, 2013 is reproduced below:-

- (a) Subject to the provisions of this Act, a director of a company shall act in accordance with the articles of the company.
- (b) A director of a company 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 interests of the company, its employees, the shareholders, the community and for the protection of environment.
- (c) A director of a company shall exercise his duties with due and reasonable care, skill and diligence and shall exercise independent judgment.
- (d) A director of a company shall not involve in a situation in which he may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the company.
- (e) A director of a company shall not achieve or attempt to achieve any undue gain or advantage either to himself or to his relatives, partners, or associates and if such director is found guilty of making any undue gain, he shall be liable to pay an amount equal to that gain to the company.
- (f) A director of a company shall not assign his office and any assignment so made shall be void.



(g) If a director of the company contravenes the provisions of this section such director shall be punishable with fine, which shall not be less than one lakh rupees but which may extend to five lakh rupees.

#### **4. Responsibility**

As members of the Board, Independent Directors along with the other Directors will be collectively responsible for meeting the objectives of the Board which include Requirements under the Companies Act, 2013, Responsibilities as outlined in the Corporate Governance requirements, Requirements of the Listing Regulations, Accountability under the Director's Responsibility Statement.

#### **5. Separate Meeting**

The Independent Directors will hold atleast one meeting in a year, without the attendance of Non-Independent Directors and members of Management, to discuss the matters as specified in the Schedule IV of the Companies Act, 2013 and Listing Regulations.

#### **6. Familiarization Programme**

The Independent Directors shall attend the programs organized by the Company to familiarize them with the Company, their roles, responsibilities, Business Model etc.

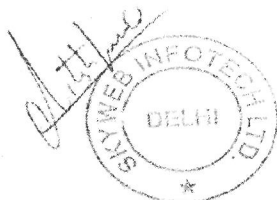
#### **7. Confidentiality**

All information acquired during the appointment is confidential and should not be released, either during the Independent Director 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. The Independent Director's attention is also drawn to the requirements under the applicable regulations and the Company's Code of Conduct for Prohibition of Insider Trading, which concerns the disclosure of price sensitive information and dealing in the securities of the Company. Consequently the Independent Director should avoid making any statements or performing any transactions that might risk a breach of these requirements without prior clearance from the Board of Directors.

#### **8. Termination**

8.1 The Independent Director may resign from the position at any time and as the Independent Director wish to do so, the Independent Director is requested to serve a reasonable written notice to the Board along with the satisfactory reasons of resignation.

8.2 Continuation of the Independent Director appointment is contingent on the Independent Director getting re-elected by the shareholders in accordance with provisions of Companies Act, the Articles of Association of the Company and Listing Regulations, from time to time in force.



8.3 The Independent Directors appointment may also be terminated in accordance with the provisions of the Companies Act 2013, Listing Regulations or Articles of Association of the Company from time to time in force.

#### **9. Changes of personal details**

During the term of your appointment, you will 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.

#### **10. Changes in directorship/Committee position**

During the term of your appointment, you will promptly intimate (within 7 days of appointment) the Company Secretary regarding any change in directorship or committee position held by you in other companies.

#### **11. Conflict of Interest:**

- 11.1 It is accepted and acknowledged that the Independent Director may have business interests other than those of the Company. The Independent Director is required to declare any such directorships, appointments and interests to the Board in writing in the prescribed form at the time of appointment.
- 11.2 In the event that the 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 judgment that the Independent Director is independent, this should be disclosed to the Chairman.

