

# Chiraharit Limited

(Formerly Known as Chiraharit Private Limited)

Malaxmi Courtyard, Survey No.157, Khajaguda Village, Chitrapuri Colony Post, Hyderabad - 500104.

Tel: 040-2988 8774, Email: info@chiraharit.com Web. : www.chiraharit.com

CIN: U29100TG2006PLC050818



Date: 11<sup>th</sup> December, 2024

To

Mr. Chakrapani Chaturvedula  
1-2-21/6/F,  
Street No. 12,  
Domalguda,  
Municipal Ward Office,  
Himayathnagar,  
Hyderabad-500029,  
Telangana, India

**Sub: Appointment as a Director (Non-Executive & Independent) of Mr. Chakrapani Chaturvedula (DIN: 10813796)**

Dear Chakrapani,

We are pleased to inform you that the members of the Company in the Extra-ordinary General meeting held on 11<sup>th</sup> December, 2024 have passed the necessary resolution for your appointment as a Director (Non-Executive & Independent) of the Company with effect from 11<sup>th</sup> December, 2024.

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

## 1. APPOINTMENT:

The members of the Company in the Extra-ordinary General meeting held on 11<sup>th</sup> December, 2024 passed necessary resolution for your appointment as Director (Non-Executive & Independent) on the Board of the Company for a period of 5 years w.e.f. 11.12.2024 till 10.12.2029 based on the declaration submitted by you that you meet the criteria for independence as provided in Section 149(6) of the Companies Act, 2013 (the Act) and the Independent Director shall not be liable to retire by rotation.

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 Members. The re-appointment would be considered based on the outcome of the performance evaluation process and the Independent Director continuing to meet the independence criteria.



*[Signature]* 1

## 2. DUTIES:

As Member of the Board, the Independent Director along with the other Directors, will be collectively responsible for meeting the objectives of the Board which inter alia, include:

- Requirements under the Companies Act, 2013, as amended or re-stated for the time being in force;
- Responsibilities of the Board as outlined in SEBI (Listing Obligations and Disclosure Requirement) Regulations, 2015 (LODR Regulations) as amended from time to time; and
- Accountability under the Director's Responsibility Statement.

The Independent Director shall abide by the 'Code For Independent Directors' as outlined in Schedule IV to Section 149(8) of the Companies Act, 2013 (the Act) and duties of directors as provided in the Act (including but not limited to Section 166) and in LODR Regulations.

The Independent Director to provide guidance in his area of expertise.

## 3. EXPECTATION OF THE BOARD FROM THE APPOINTED DIRECTORS:

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 enduring high standard of corporate governance.

## 4. CODE OF BUSINESS ETHICS:

The Board has put in place a Code of Business Ethics. An annual affirmation of Compliance is required to be provided by the Independent Directors on the same.

The policy of the code of conduct also posted on the website of the Company.

## 5. REMUNERATION:

The Independent Director shall be paid sitting fees for attending the meetings of the Board and the Committees, as may be applicable, of which he is a member. The sitting fees for attending each meeting of the Board and its Committees would be as determined by the Board from time to time.

A handwritten signature in blue ink, appearing to be "B. Gupta".

In addition to the sitting fees, commission that may be determined by the Board may also be payable to Independent Directors. In determining the amount of this commission, the Board, supported by the Nomination and Remuneration Committee, may consider the performance of the Company and their performance as evaluated by the Board.

Further, the Company may pay or reimburse to the Director such expenditure, as may have been incurred while performing his role as an Independent Director of the Company. This could include reimbursement of expenditure incurred for accommodation, travel and any out-of-pocket expenses for attending Board / Committee meetings, General Meetings, Court convened meetings, meetings with Members / creditors / management, site visits, induction and training (organized by the Company for Directors) and in obtaining, subject to the expense being reasonable, professional advice from independent advisors in the furtherance of the duties as an Independent Director.

#### **6. PERFORMANCE APPRAISAL / EVALUATION PROCESS:**

As a member of the Board, his performance as well as the performance of the entire Board and its Committees will be evaluated annually. Evaluation of each director shall be done by all the other directors. The criteria for evaluation shall be disclosed in the Company's Annual Report. However, the actual evaluation process shall remain confidential and shall be a constructive mechanism to improve the effectiveness of the Board / Committee.

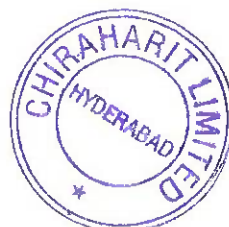
#### **7. DISCLOSURES, OTHER DIRECTORSHIPS AND BUSINESS INTERESTS:**

During the Term, the Independent Director agrees to promptly notify the Company of any change in his directorships, Memberships and provide such other disclosures and information as may be required under the applicable laws. He also agrees that upon becoming aware of any potential conflict of interest with his position as Independent Director of the Company, he shall promptly disclose the same to the Chairman and the Company Secretary.

During his Term, he agrees to promptly provide a declaration under Section 149(7) of the 2013 Act, upon any change in circumstances, which may affect his status as an Independent Director.

#### **8. CHANGES OF PERSONAL DETAILS:**

During the Term, he shall promptly intimate the Company Secretary and the Ministry of Corporate Affairs in the prescribed manner, of any change in address or other contact and personal details provided to the Company.



A handwritten signature in blue ink, appearing to be "Bup" followed by a flourish.

**9. DISENGAGEMENT:**

The Independent Director may resign from the directorship of the Company by giving a notice in writing to the Company stating the reasons for resignation. The resignation shall take effect from the date on which the notice is received by the Company or the date, if any, specified in the notice, whichever is later.

Thanking you,

Yours faithfully,

**For CHIRAHARIT LIMITED**



**PAVAN KUMAR BANG**  
**Managing Director and CEO**  
**(DIN: 03614791)**



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CIN: U29100TG2006PLC050818



Date: 11<sup>th</sup> December, 2024

To

Mr. Anantha Krishna Nageshwara  
D-102 Casa Rouge,  
Jubilee Gardens,  
Lane next to TCS E-park,  
Kondapur,  
Serilingampally,  
Hyderabad-500084,  
Telangana, India.

**Sub: Appointment as a Director (Non-Executive & Independent) of Mr. Anantha Krishna Nageshwara (DIN: 08455478)**

Dear Anantha Krishna Nageshwara,

We are pleased to inform you that the members of the Company in the Extra-ordinary General meeting held on 11<sup>th</sup> December, 2024 have passed the necessary resolution for your appointment as a Director (Non-Executive & Independent) of the Company with effect from 11<sup>th</sup> December, 2024.

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

## 1. APPOINTMENT:

The members of the Company in the Extra-ordinary General meeting held on 11<sup>th</sup> December, 2024 passed necessary resolution for your appointment as Director (Non-Executive & Independent) on the Board of the Company for a period of 5 years w.e.f. 11.12.2024 till 10.12.2029 based on the declaration submitted by you that you meet the criteria for independence as provided in Section 149(6) of the Companies Act, 2013 (the Act) and the Independent Director shall not be liable to retire by rotation.

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 Members. The re-appointment would be considered based on the outcome of the performance evaluation process and the Independent Director continuing to meet the independence criteria.



**2. DUTIES:**

As Member of the Board, the Independent Director along with the other Directors, will be collectively responsible for meeting the objectives of the Board which inter alia, include:

- Requirements under the Companies Act, 2013, as amended or re-stated for the time being in force;
- Responsibilities of the Board as outlined in SEBI (Listing Obligations and Disclosure Requirement) Regulations, 2015 (LODR Regulations) as amended from time to time; and
- Accountability under the Director's Responsibility Statement.

The Independent Director shall abide by the 'Code For Independent Directors' as outlined in Schedule IV to Section 149(8) of the Companies Act, 2013 (the Act) and duties of directors as provided in the Act (including but not limited to Section 166) and in LODR Regulations.

The Independent Director to provide guidance in his area of expertise.

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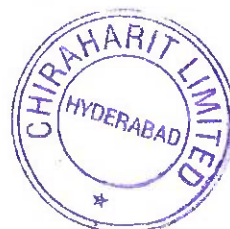
**4. CODE OF BUSINESS ETHICS:**

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*Boyle*

In addition to the sitting fees, commission that may be determined by the Board may also be payable to Independent Directors. In determining the amount of this commission, the Board, supported by the Nomination and Remuneration Committee, may consider the performance of the Company and their performance as evaluated by the Board.

Further, the Company may pay or reimburse to the Director such expenditure, as may have been incurred while performing his role as an Independent Director of the Company. This could include reimbursement of expenditure incurred for accommodation, travel and any out-of-pocket expenses for attending Board / Committee meetings, General Meetings, Court convened meetings, meetings with Members / creditors / management, site visits, induction and training (organized by the Company for Directors) and in obtaining, subject to the expense being reasonable, professional advice from independent advisors in the furtherance of the duties as an Independent Director.

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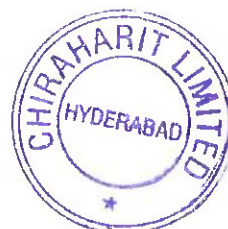
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*[Handwritten signature]*

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Yours faithfully,

For CHIRAHARIT LIMITED



**PAVAN KUMAR BANG**  
**Managing Director and CEO**  
**(DIN: 03614791)**

