1. **Independence**

The appointment as an Independent Director is based on their declaration of being qualified as **Independent** and this appointment is subject to their continued status as being **Independent** as per the requirements of the Companies Act, 2013, as may be amended from time to time. Should there be any change in the circumstances due to which it may be difficult for them to retain their independence; we would request them to immediately bring this to the attention of DTL.

2. **Appointment**

The term of appointment as Non-Executive Independent Director on the Board of Directors of DTL is effective from 17.10.2025 for a term of 5 years or until further orders by the Government of National Capital Territory of Delhi (GNCTD), whichever is earlier.

The term Independent Director should be construed as defined under the Companies Act, 2013. The appointment and tenure as Independent Director shall be consistent with the applicable provisions of the Companies Act, 2013 and rules made thereunder.

3. **Committees**

The Board of Directors (the Board) of DTL may, if it deems fit, appoint them as a member on one or more existing Committees of the Board or any such Committee that is set up in future. The appointment in such Committee(s) will be subject to the applicable laws and regulations.

By accepting this appointment, the Independent Director confirm that they would be able to devote sufficient time as is necessary for the proper performance of their duties as Independent Director.

4. **Role and Duties**

As a member of the Board or its Committees in DTL, the role, duties and responsibilities will be those normally required of a Non-Executive Independent Director under the Companies Act, 2013.

The Independent Director shall also abide by the ‘Code for Independent Directors’ as outlined in Schedule IV to the Companies Act, 2013, and duties of directors as provided in the said Act.

5. **Remuneration, etc.**

Fees:

The Independent Director will be paid such remuneration by way of sitting fees for meetings of the Board and its Committees as per the rules, regulations & policies of DTL and in accordance with the Companies Act 2013 & rules made thereunder, as amended from time to time.

Reimbursement of Expenses:

In addition to the remuneration described, hereinabove, DTL will, during the period of appointment of independent directors, reimburse them for travelling, accommodation and other incidental expenses (including the Statutory fees paid for getting themselves registered with the databank maintained by the Indian Institute of Corporate Affairs, MCA, GOI) incurred by them for the purpose of performance of their role and duties as Independent Director of DTL.

6. **Code of Conduct & other compliances**

During their tenure as Independent Director of DTL, they will comply with all relevant regulations as may be issued by the Government of India and such other authorized bodies as may be set up by the Government on its behalf, including the Code for Independent Directors, such other requirements as the Board of Directors may specify from time to time.

At the first meeting of the Board of DTL in every financial year or whenever there is any change in the circumstances which may affect their status as an independent director, they shall give a declaration to that effect confirming that they meet the criteria of independence as provided in Section 149(6) of the Companies Act, 2013.

7. **Conflict of Interest**

It is accepted and acknowledged that independent directors may have business interests other than those of DTL. As a condition to their appointment, they are required to declare any such directorships, appointments and interests to the Board of DTL in writing in the prescribed form at the time of their appointment.

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 they are independent, this should be disclosed to the Board of DTL.

8. **Confidentiality**

During their tenure as Independent Director of DTL, they will be privy to all such information that is confidential to DTL. All such information acquired during their tenure should not be released, either during their period of appointment or following termination (by whatever means) to third parties without prior clearance from the Chairman unless required by law.

9. **Disclosure of Interest**

The independent directors shall disclose material interest that in any transaction or arrangement that DTL has entered into. Such interest should be disclosed no later than when the minutes may record their interest appropriately and our records are updated. A general notice that they are interested in any contracts with a particular person, firm or company is acceptable.

10. **Termination**

a) The independent directors may resign from their position at any time and should they wish to do so, they are requested to serve a reasonable written notice to the Board of DTL.
b) Continuation of their appointment is contingent on their getting re-elected by the shareholders in accordance with provisions of Companies Act, 2013 and the Articles of Association of DTL, from time to time in force. They will not be entitled to compensation if the shareholders do not re-elect them at any time.
c) Their appointment may also be terminated in accordance with the provisions of the Articles of Association of DTL or through the order of GNCTD.

11. Governing Law

The letter of appointment given to Independent Directors is governed by and will be interpreted in accordance with Indian law and their engagement shall be subject to the jurisdiction of the Indian courts at Delhi.

That letter constitutes neither a contract for services nor an employment contract.