

Date : \*\*\*\*\*

Mr. M P Vijay Kumar,  
B Block, V Floor, Flat E CeeDeeYes,  
Regal Palm Gardens,  
383, Velachery Main Road,  
Velachery, Chennai 600 042.

Dear Mr. M P Vijay Kumar,

**Sub: Appointment of Independent Director**

We are glad to inform that the shareholders of Wheels India Limited ('WIL or Company') by way of postal ballot have accorded their approval to appoint you as Non Executive Independent Director of the Company for a term of five (5) years commencing from October 12, 2024. This letter of appointment sets out the terms and conditions which are as follows:

**1. Appointment**

Your appointment Non-Executive Independent Director on the Board of Directors of WIL is in accordance with 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 the listing agreement.

**2. Board Committees**

As advised by the Board, during the tenure of office, you may be required to serve on the Committees of the Board established by the Company.

**3. Professional Conduct, Role and functions, duties**

You shall follow the duties of Directors as prescribed under Section 166 of the Companies Act 2013 and code for Independent Directors prescribed under Schedule IV to the Companies Act 2013.

**4. Remuneration**

You will be paid sitting fee for attending the meetings of the Board or Committees as per table below: -

	Rs
Board Meeting/ Audit Committee Meeting	20,000/-
Meeting of other Committees	5,000/-

Reimbursement of expenses for participation in the Board, sub-committees of the Board and general meetings.

You will be paid commission as a percentage of profit apart from sitting fee for attending the meetings of the Board or Committees as approved by the Board, from time to time. You will also be reimbursed for any expenses if any, incurred for participation in the Board, Committees of the Board and general meetings.

## **5. Dealing in Shares**

Directors are prohibited from dealing in the Company's shares during the period when the trading window is closed. The trading window shall remain closed from the end of every quarter till 48 hours after the declaration of the financial results as per the SEBI (Prohibition of Insider trading ) Regulations, 2015 (as amended). You are required to pre-clear all trades (buy/sell/gift) from the Compliance Officer of the Company pursuant to the applicable insider trading laws and regulations. The Company will intimate you regarding the closure of trading window .

## **6. Retirement Age**

Retirement would be governed by Companies Act, 2013 and the rules made thereunder, SEBI Listing Obligations and Disclosure Requirement Regulations and other statutory provisions, from time to time.

## **7. Directors' and Officers' Liability Insurance Policy**

The Company will provide D & O Liability Insurance Policy Cover in the manner and extent required.

With warm regards,

Yours sincerely,  
**For Wheels India Limited**

Sd/-  
**S Ram**  
**Chairman**  
DIN: 00018309