

Terms and conditions for appointment of Independent Director - Mr. Ullal R. Bhat

The terms of appointment, as set out in this letter, are subject to the provisions of the (i) applicable laws, including Companies Act including rules made thereunder as amended from time to time and Listing Regulations; and (ii) the Articles of Association of the Company (“AOA”).

1. Appointment:

The appointment will be for a term of five years, with effect from April 28, 2017, unless terminated earlier or extended, as per the provisions of this letter or applicable laws (“Term”).

Your appointment as an Independent Director of the Company is subject to the approval of the shareholders of the Company in the Annual General Meeting of the Company.

As an Independent Director you will not be subject to retire by rotation.

During your term in office, the Company may appoint you as a member of one or more committees of the Board established by the Company as it deems fit or as required by law. Upon your appointment to any one or more committees, you will be provided with the respective committee charter which sets out the functions of that committee.

The Board may reconstitute the composition of any/all Committees, from time to time, and any such change shall be promptly communicated to you.

2. Role, duties and responsibilities:

A. As member of the Board you along with the other Directors will be collectively responsible for meeting the objectives of the Board which include:

- Setting the strategic agenda of the Board with focus on long term value creation for all stakeholders.
- Establishing clear expectations in regard to culture, style and tone of Board discussions and decisions.
- Encouraging active engagement of all Board members in Board meetings and
- Effective communication with all stakeholders.

B. You shall abide by the ‘Code For Independent Directors’ as outlined in Schedule IV to section 149(8) of the Companies Act, and duties of directors in terms of the provisions of the Companies Act (including Section 166) and in Regulation 4(2)(f) of the Listing Regulations, as amended from time to time. For your ready reference, the relevant provisions have been extracted and attached to this letter.

You will also be responsible for overseeing and providing guidance on all business related matters and financial matters.

3. Time Commitment:

Considering the nature of the role of a director, it is difficult for a company to lay down specific parameters on time commitment. You agree to devote such time as is prudent and necessary for the proper performance of your role, duties and responsibilities as an Independent Director.

4. Remuneration:

As an Independent Director you shall be paid sitting fees for attending the meetings of the Board and the Committees of which you are a member. The sitting fees shall be paid at such amount as may be fixed by the Board, from time to time and shall be subject to the overall limits laid down under the Companies Act, 2013 and the rules made thereunder.

In addition to the sitting fees, the Company may also consider the payment of profit related commission to the independent directors as may be decided by the Board from time to time.

Further, the Company may pay or reimburse to you such fair and reasonable expenditure, as may have been incurred by you while performing your role as an Independent Director of the Company. This could include expenditure incurred by you for attending Board/ Committee meetings, Annual General Meetings, Extraordinary General Meetings, meetings with shareholders/ management, site visits, induction and training (organized by the Company for Directors) and in obtaining, subject to prior consultation with the Board, professional advice from independent advisors (at the Company's expense) in the furtherance of your duties as an Independent Director.

5. Insurance:

The Company has already obtained a Directors' and Officers' Liability Insurance policy for all its Directors for the financial year 2017-18 and has already paid the premiums for the same and the said policy will be renewed annually on the renewal dates. It is intended to maintain such insurance cover for the Term of your appointment, subject to the terms of such policy in force from time to time.

6. Performance Appraisal/ Evaluation Process:

As a member of the Board, your performance as well as the performance of the entire Board and its Committees shall be evaluated annually. As per the Policy on Evaluation of performance of the Directors, Board and Committees of the Board adopted by the Board, the performance evaluation of Independent Director shall be done by the entire Board of Directors (excluding the director being evaluated). Evaluation of each director shall be done by all the other directors. The criteria for evaluation determined by the Nomination and Remuneration Committee and shall be disclosed in the Company's Annual Report. However, the actual evaluation process shall remain confidential and shall be constructive mechanism to improve Board's/ Committee's effectiveness.

7. Re-appointment:

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 and in accordance with the Companies Act, 2013 and the rules made thereunder. Your re-appointment would be considered on the basis of report of performance evaluation.

8. Disclosures, other directorships and business interests:

During the Term, you agree to provide such disclosures and information as may be required under the applicable laws. You also agree that upon becoming aware of any potential conflict of interest, you shall promptly disclose the same to the Chairman and the Company Secretary and Compliance Officer. You confirm that as on date of this letter, you have duly disclosed to the Company, all conflicts of interest.

During your Term, you agree to promptly notify the Company Secretary and Compliance Officer of any change in your directorships, along with a confirmation that your acceptance of any additional directorship appointment shall not (a) lead to a conflict of interest with the Company; and (b) impede the application of your independent judgment in the best interest of the Company.

During your Term, you agree to promptly provide a declaration under Section 149(7) and other disclosures as may be required under the Companies Act, at the first meeting of Board in which you participates as an independent director and at the first meeting of the Board in every financial year and upon any change in circumstances which may affect your status as an independent director.

9. Changes of personal details:

During the Term, you shall promptly intimate the Company Secretary and Compliance Officer of any change in address or other personal contact details provided to the Company.

10. Termination:

Your directorship on the Board of the Company shall terminate or cease in accordance with applicable law.

You 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 by you in the notice, whichever is later.

If at any stage during the Term, there is a change that may affect your status as an Independent Director as envisaged in Section 149(6) of the Companies Act or you fail to meet the criteria for 'independence' under the Listing Regulations, you shall submit your resignation to the company with effect from the date of such change.

Upon termination or cessation of your appointment, you agree to destroy or deliver back to the Company all documents, records, papers or other Company property which may be in your possession or under your control, and which relate in any way to the business of the Company, and you shall not retain any copies thereof.

11. Co-operation:

In the event of any claim or litigation against the Company, based upon any alleged conduct, act or omission on your part during your tenure with the Company, you agree to render all reasonable assistance and cooperation to the Company and provide such information and documents as are necessary and reasonably requested by the Company or its counsel.

12. Miscellaneous:

- 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.
- No waiver or modification of this letter shall be valid unless in writing and signed by you and the Company.
- As per Schedule IV of the Companies Act and Regulation 46 of the Listing Regulations, the Terms and Conditions of appointment shall be disclosed on the website of the Company.