

1. Appointment

- I. Your appointment as a Non-Executive Independent Director on the Board of Directors of the Company will be for a fixed term from 6th February, 2015 to 30th September, 2019, unless terminated earlier or extended, as per the provisions of this letter or applicable laws ("**Term**")
- II. The term Independent Director should be construed as defined under the Companies Act, 2013 and the listing agreement.
- III. As an Independent Director you will not be liable to retire by rotation.
- IV. Re-appointment at the end of the term shall be in accordance with the Companies Act, 2013 and Listing Agreement and based on the recommendation of the Nomination and Remuneration Committee and subject to the approval of the Board and the Shareholders. Your re-appointment would be considered by the Board based on the outcome of the performance evaluation process and you continuing to meet the independence criteria.

2. Committees

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

The Board may re-constitute the composition of any/all Committees, from time to time, and any such change shall be promptly communicated to you. In such an event you may also be required to serve in other Committees of the Board.

3. Role and Duties

Your role and duties will be those normally required of a Non-Executive Independent Director under the Companies Act, 2013 and the listing agreement. (Please refer Annexure). There are certain duties prescribed for all Directors, both Executive and Non-Executive, which are fiduciary in nature and are as under:

- A. As a member of the Board you will be responsible for meeting the objectives of the Board which include:
 - I. You shall act in accordance with the Company's Articles of Association.
 - II. You 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 interest of the Company.
 - III. You shall discharge your duties with due and reasonable care, skill and diligence.
 - IV. You shall not involve yourself in a situation in which you may have a direct or indirect that conflicts, or possibly may conflict, with the interest of the Company. Please refer to clause 8 for full explanation on conflict of interest.
 - V. You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.

VI. You shall not assign your office as Director and any assignments so made shall be void.

B. You shall abide by the "Code For Independent Directors" as outlined in Schedule IV to Section 149(8) of the 2013 Act, and duties of directors as provided in the 2013 Act (including Section 166) and in Clause 40 of the Listing Agreement.

C. You will also be responsible for providing guidance in the area of your expertise.

4. Status of Appointment

You will not be an employee of the Company and this letter shall not constitute a contract of employment. You will be paid such remuneration by way of sitting fees for meeting of the Board and its Committees as may be decided by the Board and approved by the Shareholders from time to time.

5. Remuneration:

Currently as an Independent Director you will be eligible for sitting fees as may be decided by the Board from time to time for attending the meetings of the Board and committees of which you are a member.

6. Reimbursement of Expenses

The Company will, for the period of your appointment, reimburse you for travel, hotel and other incidental expenses incurred by you in the performance of your roles and duties.

7. Conflict of Interest

- I. It is accepted and acknowledged that you may have business interests other than those of the Company. You are required to declare any such directorships, appointments and interests to the Board in writing in the prescribed form at the time of your appointment.
- II. In the event that your circumstances seem likely to change and might give rise to conflict of interest or, when applicable, circumstances that might lead the Board to revise its judgment that you are independent, this should be disclosed to both the Chairman and the Secretary.

8. Confidentiality

All information acquired during your appointment is confidential to the Company and should not be released, either during your 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. On reasonable request, you shall surrender any documents and other materials made available to you by the company.

Your attention is also drawn to the requirements under the applicable regulations and the company's Code of Conduct for Insider Trading, which concerns the disclosure of price sensitive information and dealing in the securities of the company. Consequently you should avoid

making any statements or performing any transactions that might risk a breach of these requirements without prior clearance from the Chairman or the Secretary.

9. Performance Evaluation

You will be subject to an evaluation process as prescribed under the law.

10. Disclosure of Interest

During your term, you agree to promptly provide a declaration under Section 149(7) of the 2013 Act, upon any change in circumstances, which may affect your status as an Independent Director and such other declarations as per applicable rules and regulations.

11. Change of Personal details

During the term, you shall 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.