

Re: Appointment letter as an Independent Director on the Board of Directors of the Company.

Dear Mr./ Ms._____,

We are pleased to inform you that the members of the Company at their 35th Annual General Meeting held on 25th July, 2014 have approved your appointment as an Independent Director on the Board of the Company. The terms and conditions for your appointment are set out in this letter:

1. Appointment

- 1.1 Your engagement as an Independent Director on the Board of Directors of the Company shall be from 25th July, 2014 till 31st March, 2019.
- 1.2 Your appointment is also subject to the maximum permissible Directorship that one can hold as per the provisions of the Companies Act, 2013 and the listing agreement.
- 1.3 In compliance with provisions of section 149 (13) of the Companies Act, 2013, your directorship is not subject to retirement by rotation.
- 1.4 The term Independent Director should be construed as defined under the Companies Act, 2013 and the listing agreement.

2. Membership of Committees

- 2.1 The Board of Directors (the Board) may, if it deems fit, invite you for being appointed as Member/ Chairman of one or more of its Committee(s).
- 2.2 Your appointment on such Committee (s) will be subject to the applicable laws.

3. Role, Functions & Responsibilities

- 3.1 Your role and duties as an Independent Director would be as provided in the Companies Act, 2013 read with applicable rules, listing agreement and other applicable laws.
- 3.2 There are certain duties prescribed for all Directors which are fiduciary in nature. As member of the Board you along with the other Directors will be collectively responsible for such duties as under:

- i. You shall act in good faith in order to promote the objects of the company for the benefits of its members as a whole, and in the best interests of the company, its employee, the shareholders, the community and for the protection of environment.
- ii. You shall exercise your duties with due and reasonable care, skill and diligence and shall exercise independent judgment.
- iii. You shall not involve in a situation in which you may have a direct or indirect interest that conflicts, or possibly may conflict with the interest of the company.
- iv. You shall not achieve or attempt to achieve any undue gain or advantage either to yourself, partners, or associates.
- v. You shall not assign your office as Director.

3.3 As an Independent Director you shall abide by the Code of Independent Director as enumerated under Schedule IV of the Companies Act, 2013. For your reference Schedule IV is attached herewith this letter.

3.4 As an Independent Director you shall provide guidance in the area of your expertise. You are expected to devote sufficient time for performance of role and duties as an Independent Director.

4. Conflict of Interest

4.1 You may have business or other interests other than those of the company. In the event that such interest gives rise to situation of conflict of interest, which require the judgment of the Board that you are Independent, you will promptly disclose to the Board any change in circumstances which may affect your status as an Independent Director.

4.2 You will neither serve on the Board nor take any assignment or employment with competing entities.

5. Confidentiality

5.1 You must not disclose confidential information, including commercial secrets, technologies, advertising and sales promotion plans, unpublished price sensitive information, with which you come into contact by virtue of your position as Director, unless such disclosure is expressly approved by the Board or required by law.

6. Evaluation

- 6.1 Your performance as an Independent Director will be reviewed during your tenure with the Company in accordance with processes agreed by the Board from time to time.
- 6.2 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.

7. Insurance

- 7.1 The company has Directors' and Officers' liability insurance and it is intended that company will assume and maintain such cover for the full term of your appointment.

8. Code of Conduct

- 8.1 The Company has in place a Code of Conduct to be observed by Directors and Senior Employees. The Code of Conduct is also placed at website of the Company. As a Director, you are required to comply with company's Code of Conduct. For your reference the Code of Conduct is attached this letter.

9. Remuneration

- 9.1 As a Non-Executive Director, you will be paid sitting fees for attending Board/Committee meetings as may be fixed by the Board of Directors, subject to the provisions of the Companies Act, 2013 from time to time.
- 9.2 In addition to the sitting fees, profit related commission may also be payable to you, as determined by the Board of Directors.
- 9.3 The company may pay or reimburse you for travel, hotel and other incidental expenses incurred by you in the performance of your role and duties.

10. Publication of the letter of appointment

- 10.1 As required under the Companies Act, 2013 and Clause 49 of the Listing Agreement, the company will make public a generic copy of this letter on its website www.indagrubber.com.

You will not be an employee of the Company and this letter shall not constitute a contract of employment.

Please confirm your agreement to the above by signing and returning to me the enclosed duplicate copy of this letter.

Yours faithfully,
For and on behalf of the Board

(Chairman Cum Managing Director)

I hereby acknowledge receipt of and accept the terms set out in this letter.

Signed _____

Dated _____