

17.06.2016

To  
Shri Pradeep Pandurang Mahajan  
I-101,Nav Pinnac  
Kanchanganga co.op. Housing Society  
New D.P.Road  
Opp. Convergys Aundh, Pune City  
Ganeshkhind,Pune City,Pune  
Maharashtra-411007

**Subject:** Appointment as Independent Director under the Companies Act, 2013

Dear Sir,

We are pleased to inform you that upon the recommendation of the Nomination and Remuneration Committee, the Board of Directors of the Company has appointed you as an Independent Director of the Company, pursuant to the provisions of the Companies Act,2013 and other applicable provisions of the Act and rules made thereunder.. This letter of appointment sets out the terms and conditions covering your appointment which are as follows:

#### **Appointment & Remuneration**

You are appointed as an Independent Director of the Company to hold office upto 5 years from the date of your appointment .Your appointment is subject to the approval of shareholders and the term of your appointment shall not be liable to retire by rotation. This tenure is subject to the Articles of Association of the Company and your meeting criteria for being an Independent Director and not being disqualified to be Director under the applicable regulations.

You will not be an employee of the Company and this letter shall not constitute a contract of employment. You may be reappointed for another term of up to five years subject to the provisions of the Companies Act, 2013, the Articles of Association of the Company and subject to the approval of the Shareholders of the Company by way of a special resolution.

You will be paid such remuneration by way of sitting fee for attending meetings of the Board only as may be decided by the Board from time to time.

You will also be entitled for reimbursement of travel, hotel and other incidental expenses incurred by you in the performance of your role and duties.

During the tenure of your appointment, circumstances may arise in the furtherance of your duties as a Director when you may be required to seek advice from independent advisors at the Company's expense. The Company will either arrange for obtaining the advice at Company's cost or reimburse to you the entire cost incurred by you, if any.

**Committees:**

During the tenure of office, you may be requested to serve on one or more committees of the Board .Currently the Board has following Committees:

Audit Committee  
Nomination & Remuneration Committee  
Stakeholderholders Relationship Committee  
Corporate Social Responsibility Committee

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

**Role , Duties and Responsibilities**

- A. As members of the Board, you along with the other Directors will be collectively responsible for meeting the objectives of the Board which include:
  - a) Requirement under the Companies Act,2013,
  - b) Accountability under the Directors' Responsibility Statement,
  - c) Overseeing the maintenance of high standards of values and ethical conduct of business.
- B. You shall abide by the 'Code For Independent Directors' as outlined in Schedule IV to section 149(8) of the Companies Act,2013, and other relevant policies apply to Independent Director and duties of directors as provided in the Act(including section 166).
- C. You are particularly requested to provide guidance in your area of expertise.

**Time Commitment:**

As a Non- Executive Director, you are expected to devote such time as may be necessary to perform your duties as an Independent Director. You are expected to attend the meetings of the Board/Committees of the Board and of the Shareholders and to devote such time to your duties, as may be appropriate to discharge your role effectively.

**Liability:**

The liability that devolves pursuant to your appointment would be as per the applicable laws and Articles of Association of the Company.

**Insurance:**

The Company will take an appropriate Directors' and Officers' Liability Insurance Policy and pay the premiums for the same. It is intended to maintain such insurance cover for the term of their appointment, subject to the terms of such policy in force from time to time.

**Code of Conduct:**

During the appointment you are required to comply with the Code for Independent Directors & other relevant policies as are applicable to Independent Directors.

**Disclosures, other directorships and business interest**

The Company acknowledges that you may have other business interests. However, during your term, if you become aware of any circumstance which could give rise to a conflict of interest or, when applicable, circumstances occur that may lead the Board to revise its judgment on your independence, you should promptly disclose the same to the Company. You are also required to promptly notify any change in your Directorships, appointments and interest in any manner whatsoever. .

You are also requested to give a declaration that you meet the criteria of 'independence' at the first meeting of the Board in every financial year or whenever there is any change in circumstances which may affect your status as an Independent Director, pursuant to the provisions of section 149(7) of the Companies Act, 2013.

**Changes 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.

**Confidentiality**

You must apply the highest standards of confidentiality and not disclose to any person or entity (during the course of your appointment or at any time after its termination) any confidential information concerning the Company or any group company with which you may come in contact by virtue of your position as a Non Executive Independent Director of the Company.

All information acquired during your appointment is confidential to the Company and shall not be released, either during your appointment or following termination (by whatever means) to third parties, unless required by law. On request, you shall surrender any documents and other materials made available to you by the Company.

**Resignation or Removal:**

The resignation or removal of an Independent Director shall be in the manner as provided under the Companies Act, 2013.

**Evaluation Process:**

The performance evaluation of independent directors shall be done by the entire Board of Directors, excluding the Director being evaluated.

On the basis of the report of performance evaluation, it shall be determined whether to extend or continue the term of appointment of the independent director.

**General**

In accordance with the provisions of the Companies Act, 2013, the Company will make public a generic copy of this letter on its website.

You may give your consent by advance notification to the Managing Director or Company Secretary to participate in any meeting(s) of the Board or Committee of Directors, when necessary through video conferencing or other audio visual means, except for matters not to be so dealt with under the provisions of the Companies Act, 2013.

This letter and any contractual obligations arising out of or in connection with this letter are governed by, and shall be construed in accordance with, the laws of India, and the parties agree to submit to the exclusive jurisdiction of the courts in India.

Thanking you,  
Yours Sincerely

**For Vippy Industries Ltd.**

Sd/-  
Rahul Mutha  
Managing Director

