

Date : _____

To

Mr. _____
Address. _____

Dear Sir/Madam,

Sub: Your re-appointment as Independent Director of ELANTAS Beck India Ltd.

This letter of appointment sets out the terms and conditions covering your appointment as Non-Executive Independent Director which are as follows:

Appointment

We are pleased to inform you that on the recommendation of the Board of the Directors and the confirmation by the Shareholders of the Company through Postal Ballot,, you have been re-appointed as an Independent Director on the Board of the Company for a second Term. Your term of appointment on the Board as Non-Executive Independent Director is for five years with effect from 1st April 2019.

As an Independent Director, you will not be liable to retire by rotation. Your appointment and tenure as Independent Director shall be consistent with the applicable provisions of the Companies Act, 2013 and provisions of SEBI(Listing Obligations and Disclosure Requirements) Regulations, 2015 ("Listing Regulations, 2015").

Committee Involvement

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

Role, Duties and Responsibilities

As a member of the Board, your role, duties and responsibilities will be those normally required of a Non-Executive Independent Director under the Companies Act, 2013 and the Listing regulations.

In terms of Section 166 of the Companies Act, 2013, you shall:

- I. act in accordance with the Company's Articles of Association.
- II. act in good faith in order to promote the objects of the Company for the benefit of its members, employees, shareholders, community and for the protection of environment.
- III. exercise your duties with due & reasonable care, skill and diligence.
- IV. not involve yourself 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.
- V. not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.

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

You shall also abide by the 'Code for Independent Directors' as outlined in Schedule IV to the Companies Act, 2013, and duties of Directors as provided in the said Act and in Regulation 25 of the Listing Regulation from time to time..

In addition to the above, you shall abide by the Company's Code of Conduct for restrictions and prohibitions on Insider Trading.

Fees, Commission and reimbursement of expenses

You will be paid:

- (i) Sitting fees for attending each meeting of the Board and committees thereof, as may be decided by the Board from time to time; and
- (ii) Commission as may be decided by the Board, subject to the approval of the shareholders. In determining the amount of the commission, the Board, supported by the Nomination and Remuneration Committee, may consider your performance as evaluated by the Board and that of the Company.

In addition to the remuneration described above, the Company will, during your tenure, arrange for your travel, hotel and other incidental accommodation in the performance of your role and duties.

Please note that you will not be entitled to any stock options that may be issued by the Company.

Insurance

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

Evaluation

The Company will carry out an evaluation of the performance of the Board as a whole, Board Committees and Directors. Your appointment and re appointment on the Board shall be subject to the outcome of the evaluation process.

Your performance will be evaluated as per the requirements of the Companies Act, 2013 and the Listing Regulations.

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 term, you agree to render all reasonable assistance and co-operation to the Company and provide such information and documents as are necessary and reasonably requested by the Company or its Counsel.

Disengagement

You may resign from your position at any time by serving 30 days' written notice to the Board stating out the reason for resignation.

The Company may, subject to compliance of relevant provisions of the Companies Act 2013 and Listing Regulations , disengage you prior to completion of your term, upon violation of any provision of the Code of Conduct applicable to you as Independent Director and / or upon your failing to meet the criteria for independence as envisaged in Section 149(6) of the Act.

Conflict of Interest

It is accepted and acknowledged that you may have business interests other than those of the Company. In that case, you are required to disclose any such appointment, directorships to the Board in writing.

During the continuation of your term, upon any change in circumstances which may affect your status, individually, as Independent Director, you shall promptly provide declaration confirming that you meet the criteria of independence under Section 149(7) of and Listing Regulations as may be required from time to time.

Confidentiality

You shall maintain all the information acquired by you, as confidential to the Company and shall not release, communicate or disclose by any means, either during your tenure or following cessation of your tenure, to any person without prior permission of the Board.

Governing Law

This letter of appointment is governed by and will be interpreted in accordance with Indian laws and your engagement shall be subject to the jurisdiction of the Courts in Pune.

For more clarifications and information on the subject, you may refer to document containing Terms and Conditions of appointment of Independent Directors uploaded on the Company's website and further to the Schedule IV of the Companies Act, 2013 and Regulation 25 of the Listing Regulations, by which your re-appointment is regulated.

This letter constitutes neither a contract for services nor a service contract.

Acceptance of Appointment

Please confirm your agreement to the terms relating to your appointment as a Non-Executive Independent Director of the Company by signing and returning to us the duplicate copy of this letter.

Sincerely,

For and on behalf of ELANTAS Beck India Ltd.

.....
Ravindra Kumar
Managing Director

.....
Abhijit Tikekar
Head Legal &
Company Secretary

AGREE AND ACCEPT

I have read and understood the terms of my re-appointment as Non-Executive Independent Director of the Company and I hereby affirm my acceptance to the same.

Signature

Name :

Place:

Date: