

March 29,2016

To

Mr. K K Nohria,  
11,Aryavrat ,351 Narayan Dabholkar Road  
Mumbai 400 006

Letter of Appointment as an Independent Director

Dear Sir,

Based on various discussions had with you and your disclosures, we are pleased to inform you that the Board of Directors of the Company appointed you as Additional Director, Non-Executive & Independent w.e.f. July 23, 2015 and the Shareholders approved your appointment as an Independent Director on March 26,2016 on following terms and conditions :

**1. Appointment :**

- 1.1. You are appointed as an Independent Director on the Board of Directors of the Company w.e.f. July 23, 2015. As per the provisions of the Companies Act, 2013, this appointment is subject to approval of election and appointment by the Shareholders at the ensuing Annual General Meeting. Your appointment is also subject to the maximum permissible Directorships that one can hold as per the provisions of the Companies Act, 2013 and the Listing Agreement.
- 1.2. The term Independent Director ('ID') should be construed as defined under the Companies Act, 2013 and the Listing Agreement.
- 1.3. In line with the provisions of appointment and tenure of ID under the Companies Act, 2013 and the Listing Agreement, ID will serve for not more than two terms of five years each on the Board of the Company. On March 26,2016, the Shareholders approved by way of Postal Ballot your appointment as an ID for a term of three years from July 23,2015 until July 22,2018.

**2. Committees :**

The Board of Directors 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.

**3. Time commitment :**

- 3.1. As an Independent Director, you are expected to bring objectivity and an independent view to the Board for discussions and to help provide the Board with effective Leadership in relation to the Company's strategy, performance, and risk management as well as ensuring high standards of financial probity and corporate governance. The Board meets at least four times in a year. The Audit Committee and Stakeholders Relationship Committee are also meet at least four times a year. Besides there are other committee meetings like Nomination and Remuneration Committee, Risk Management Committee and Corporate Social Responsibility Committee meetings which are ordinarily convened at least twice in a year.

3.2. By accepting this appointment, you confirm that you are able to allocate sufficient time to meet the expectations from the role to the satisfaction of the Board.

#### **4. Roles 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. Some of these are illustrated below :

- a) You shall act in accordance with the Company's Articles of Association.
- b) 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.
- c) You shall not involve yourself in a situation in which you may have direct or indirect interest that conflicts, or possibly may conflict, with the interest of the Company.

#### **5. Directors and Officers Insurance**

5.1. Your Company has a Directors and Officers insurance policy in place as is commensurate with industry standards for similar companies.

#### **6. Sitting fee and reimbursement of expenses:**

- 6.1. You will not be an employee of the Company. You will be paid such remuneration by way of sitting fee for meetings of the Board and its committees as may be decided by the Board and approved by the shareholders from time to time.
- 6.2. The sitting fees presently paid to a Non-Executive Independent Director is Rs. 20,000/- per meeting of the Board or a Committee thereof.
- 6.3. Besides above, you will be paid remuneration, in each financial year, as may be decided by the Nomination & Remuneration Committee /Board within the limits approved by the Shareholders for non-executive directors.
- 6.4. Also the Company will for the period of your appointment, reimburse you for travel, hotel and other incidental expenses incurred by you in performance of your role and duties.

#### **7. Confidentiality :**

All information acquired during your period of appointment is confidential to the Company and should not be released during the continuance of your appointment and for two years after the cessation of your appointment. You should adhere to the Code of Internal Procedures and Conduct for Regulating, Monitoring and Reporting of Trading by Insiders as required under SEBI (Prohibition of Insider Trading) Regulations, 2015.

**8. Others :**

- 8.1. As per the requirements of the Companies Act, 2013, the Company is required to carry out a performance evaluation of the Board and all its Directors.
- 8.2. If you require professional advice and/or training in furtherance of your duties as a Director, the Company will reimburse the full cost of expenditure incurred by you.
- 8.3. You are required to declare your Directorships, appointments and interests to the Board in writing immediately. In the event your circumstances seem likely to change and may give rise to a conflict of interest or when applicable, circumstances that might lead the Board to revise its judgement that you are independent, this should be disclosed to the Board and the Company Secretary.
- 8.4. You may resign from your position at any time after giving written notice to the Board. Your appointment is governed under the provisions of the Companies Act, 2013 and Articles of Association of the Company.
- 8.5. This agreement is governed by and will be interested in accordance with Indian Laws and subject to the jurisdiction of Indian Courts.

Kindly confirm your acceptance these terms by signing and returning us duplicate copy of this letter.

Yours truly,  
For **Igarashi Motors India Ltd**

**P Mukund**  
**Managing Director**

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

Signed:

Dated :