

**Dated: 29<sup>th</sup> August, 2014**

Shri Mahendra Kumar Jajoo  
W-10/14, Western Avenue,  
Sainik Farm, New Delhi – 110062.

**Sub: Appointment / Reappointment as an Independent Director**

Dear Mr. Jajoo,

I am pleased to inform you that the Board of Directors of ECE Industries Limited (hereinafter referred to as 'ECE' or the 'Company') has approved your appointment / reappointment as an Independent Director of the Company. This letter of appointment sets out the terms and conditions covering your appointment which are as follows:-

**1. Appointment**

You will be appointed as a Non-Executive Independent Director on the Board of Directors of ECE with effect from 25<sup>th</sup> September, 2014 to hold office for a term of 5 (five) consecutive years upto the conclusion of the 73<sup>rd</sup> Annual General Meeting of the Company in the Calendar year 2019 as per the provisions of the Companies Act, 2013. Your appointment is subject to approval of the Shareholders at the Annual General Meeting (AGM) of the Company scheduled to be held on 25<sup>th</sup> September, 2014. 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.

**2. Committees**

The Board invites you for being re-appointed on one or more existing Board Committees and, if deems fit, invite you for being appointed on any such Committees 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 a Non-Executive Director you are expected to bring objectivity and independence of view to the Board's 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 Stakeholders Relationship Committee also meets ordinarily four times in a year. Besides this, Nomination & Remuneration Committee

meeting convened as and when required. You will be expected to attend Board, Board Committees and Shareholders meetings and to devote such time to your duties for balanced decision making, as appropriate for you to discharge effectively. Ordinarily, all meetings are held in Delhi.

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

#### 4. **Role and Duties**

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

- 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 director or indirect interest that conflicts or possibly may conflict with the interest of the Company. Please refer to clause 7 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.
- VII. You shall assist the Company in implementing the best Corporate Governance practices.

In addition to the above requirements applicable to all Directors, the role of the Non-Executive Director has the following key elements:

**Strategy:** Non-Executive Directors should constructively challenge and help develop proposals on strategy.

**Performance:** Non-Executive Directors should scrutinize the performance of management in meeting agreed goals and objectives.

**Risk:** Non-Executive Directors should satisfy themselves on the integrity of financial information and that financial control and systems of risk management are robust and defensible.

**People:** Non-Executive Directors are responsible for determining appropriate levels of remuneration of Executive Directors, if any, and have a prime role in appointing and where necessary removing Executive Directors and in succession planning.

**Reporting:** Non-Executive Directors take responsibility for the processes for accurately reporting on performance and the financial position. and

**Compliance:** Non-Executive Directors should keep governance and compliance with the applicable legislation and regulations under review and the conformity of ECE practices to accepted norms.

## **5. Status of Appointment**

- 5.1 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 meetings of the Board and its Committees as may be decided by the Board and / or approved by the Shareholders from time to time. Further, you will also be paid remuneration by way of commission as may be approved by the Board and the Shareholders from time to time.
- 5.2 The sitting fees presently paid to the Non-Executive Independent Director is Rs.5000/- per meeting of the Board and Rs.2000/- per meeting of Nomination & Remuneration and Stakeholders Relationship Committee thereof.

## **6. Reimbursement of Expenses**

In addition to the remuneration described in paragraph 5, the Company will, for the period of your appointment, reimburse you for travel and other incidental expenses incurred by you in the performance of your role and duties.

## **7. Conflict of Interest**

- 7.1 It is accepted and acknowledged that you may have business interests other than those of the Company. As a condition to your appointment commencing, 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/ reappointment.
- 7.2 In the event that your circumstances seem likely to change and might give rise to a 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 of the Company.

## **8. Confidentiality**

All information acquired during your appointment is confidential to ECE 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 ECE.

Your attention is also drawn to the requirements under the applicable regulations and the ECE Share Dealing Code which concern the disclosure of price sensitive information and dealing in the securities of ECE. 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. Evaluation**

The Company has adopted a policy on Board Evaluation. The policy provides for evaluation of the Board, the Committees of the Board and individual Directors, including the Chairman of the Board. As per the Policy, the Company will carry out an evaluation of the performance of the Board as a whole, Board Committees and Directors on an annual basis. Your appointment and re-appointment on the Board shall be subject to the outcome of the yearly evaluation process.

## **10. Disclosure of Interest**

The Company must include in its Annual Accounts a note of any material interest that a Director may have in any transaction or arrangement that the Company has entered into. Such interest should be disclosed immediately and not later than when the transaction or arrangement comes up at a Board meeting so that the minutes may record your interest appropriately and our records are updated. A general notice that you are interested in any contracts with a particular person, firm or company is acceptable.

## **11. Termination**

- a. You may resign from your position at any time and should you wish to do so, you are requested to serve a reasonable written notice on the Board.
- b. Continuation of your appointment is contingent on your getting re-elected by the shareholders in accordance with provisions of Companies Act, 2013 and the Articles of Association of the Company, from time to time in force. You will not be entitled to compensation if the shareholders do not re-elect you at any time.
- c. Your appointment may also be terminated in accordance with the provisions of the Articles of Association of the Company from time to time in force.

## **12. Governing Law**

This agreement is governed by and will be interpreted in accordance with Indian law and your engagement shall be subject to the jurisdiction of the Indian courts.

If you are willing to accept these terms of appointment relating to your appointment as a Non-executive Independent Director of ECE, kindly confirm your acceptance of these terms by signing and returning to us the enclosed copy of this letter.

Yours sincerely  
For and on behalf of ECE Industries Ltd.

Sd/-  
**(P.K. Mohta)**  
Chairman & Managing Director  
(DIN: 00191299)

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

Sd/-  
**(Mahendra Kumar Jajoo)**  
DIN: 00006504