

2<sup>nd</sup> August, 2019

To,  
Mr. D. Sesha Reddy  
18, Bishop Wallers Road  
CIT Colony, Chennai 600004

Dear Sir,

**Reg: Your Re-appointment as an Independent Director of Nelcast Ltd**

We are pleased to advise you that at the Annual General Meeting held on 1<sup>st</sup> August 2019, shareholders have approved your re-appointment as an Independent Director of the Company to hold office for the second term of five consecutive years from 6<sup>th</sup> August, 2019 upto 5<sup>th</sup> August, 2024.

We thank you for your confirmation to Nelcast Ltd that you meet the “independence” criteria as envisaged in Section 149(6) of the Companies Act, 2013 (“Act”) and Clause 49 of the Listing Agreement and also for your consenting to hold office as a director of the Company.

The terms of your appointment, as set out in this letter

**1. Preliminary**

Your appointment is subject to the following:

1. During your tenure as an Independent Director, you will have to submit a declaration at the beginning of every Financial Year under Section 149 (7) of the Companies Act, 2013 (“Act”) stating that you meet the criteria of Independence.
2. So long as you are an Independent Director of the Company, the number of companies in which you hold office as a Director or a chairman or committee member will not exceed the limit stipulated under the Act and the Listing Agreement.
3. So long as you are an Independent Director of the Company, you will ensure that you do not get disqualified to act as a Director pursuant to the provisions of Section 164 of the Act.
4. You will ensure compliance with other provisions of the Act and the listing Agreement as applicable to you as an Independent Director.

## **2. Term**

Your Appointment is for a term of 5 years commencing from 6<sup>th</sup> August 2019, upto 5<sup>th</sup> August, 2024.

## **3. Committees**

You may be nominated on one or more committees of the board and in such event you will be provided with the relevant committee's term of reference and any specific responsibilities.

## **4. Code of Conduct and Duties and Responsibilities**

A. As member of the Board you along with the other Directors will be collectively responsible for meeting the objectives of the Board which include:

- i. Requirements under the Companies Act, 2013,
- ii. You will abide by the Code of Business Conduct and Ethics to the extent applicable to an independent director of the Company.
- iii. Responsibilities of the Board as outlined in the Corporate Governance requirements as prescribed by Stock Exchanges under Clause 49 of the Listing Agreement
- iv. Accountability under the Directors' Responsibility Statement,
- v. You shall abide by the 'Code for Independent Directors' as outlined in Schedule IV to section 149(8) of the 2013 Act, and duties of directors as provided in the 2013 Act (including Section 166) and in Clause 49 of the Listing Agreement.

## **5. Remuneration**

As an Independent Director you shall be paid sitting fees for attending the meetings of the Board and the Committees of which you are a member as fixed by the Board from time to time.

## **6. Insurance**

The Company will take an appropriate Directors' and Officers' Liability Insurance policy and pay the premiums for the same.

## **7. Prohibition of Insider Trading**

You will follow the Company's Code for Prevention of Insider Trading on insider information and the requirement under the Companies Act, 2013 and SEBI's Regulations.

## **8. Disclosures, other directorships and business interests**

During the Term, you agree to promptly notify the Company of any change in your directorships, and provide such other disclosures and information as may be required under the applicable laws. You also agree that upon becoming aware of any potential conflict of interest with your position as Independent Director of the Company, you shall promptly disclose the same to the Company.

During your term, you agree to promptly provide a declaration under Section 149(7) of the 2013 Act, every year and upon any change in circumstances within 20 days which may affect your status as an Independent Director

## **9. Changes of personal details**

During the term, you shall promptly intimate the Company and the Registrar of Companies in the prescribed manner, of any change in address or other contact and personal details provided to the Company.

## **10. Acceptance of Appointment**

We are confident that the Board and the Company will benefit immensely from your rich experience and we are eager to have you as an integral part of the growth of our Company. If these terms of appointment are acceptable to you, please confirm your acceptance by signing and returning the enclosed copy of this letter.

We thank you for your continued support and commitment to the Company.

**For and on behalf of the Board**

**AGREE AND ACCEPT**

**(P.DEEPAK)  
MANAGING DIRECTOR**

**(D.SESHA REDDY)**