

INDIA CEMENTS CAPITAL LIMITED
CHENNAI
CIN: L65191TN1985PLC012362

1. Appointment

Your appointment will be for a term of 5 years from 11.02.2015 up to 25.09.2019 or the date of thirtythird Annual General Meeting of the Company which ever is earlier, unless terminated before or extended, as per the provisions of this letter or applicable laws ("Term").

As an Independent Director you will not be liable to retire by rotation at the Annual General Meeting.

2. Role, duties and responsibilities

- A. As member of the Board you along with other members are collectively responsible inter alia, for the following:
- a) Requirements under the Companies Act, 2013 and any amendment thereof.
 - b) Responsibilities of the Board as outlined in the Corporate Governance requirements prescribed by Stock Exchanges under Clause 49 of the Listing Agreement.
 - c) Accountability under the Directors' Responsibility Statement, included as part of the Director's Report.
 - d) Overseeing the maintenance of high standards of Company's values and ethical conduct of business,
 - e) Overseeing the Company's contribution to Corporate Social Responsibility,
 - f) Overseeing the Company's efforts to preserve the environment.
 - g) Reviewing the implementation of past Board decisions.

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- B. You shall abide by the 'Code for Independent Directors' as outlined in Schedule IV to Section 149(8) of the Act and duties of directors as provided in the Act (including Section 166) and in Clause 49 of the Listing Agreement .
- C. You shall inter alia, provide guidance in the area of your expertise.

3. Code of Conduct & Insider Trading Regulations

You agree to comply with the Code of Conduct for Directors. The 'Code of Conduct for Directors and Senior Management' approved by the Board has already been provided to you.

We also draw your attention to the applicability of SEBI (Prohibition of Insider Trading) Regulations, 1992 and ICCL Code of Conduct for Prevention of Insider Trading. In terms of these regulations, the Company shall intimate to you, in advance, the closure of trading windows from time to time. During window closure period, the trading in India Cements Capitals' Shares is prohibited and accordingly you are required to comply.

4. Time Commitment

You as an independent director agree to devote such time as is reasonable and necessary for the proper performance of your role, duties and responsibilities.

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 besides reimbursement of any expenditure incurred by you for attending Board/ Committee meetings, Annual General Meetings, Extraordinary General Meetings, court convened meetings, meetings with shareholders/ creditors/ management, site visits, programs etc. and for obtaining, subject to prior consultation with the Board, professional advice from independent advisors in furtherance of your duties as an Independent Director.

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6. Performance Appraisal

The evaluation of the performance of the Board as a whole, Board Committees and Directors including independent directors like you will be carried out as prescribed in the Companies Act, 2013.

7. Disclosures, other directorships and business interests

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

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

In terms of Sections 170 and 184 of the Companies Act, 2013, you need to send periodical disclosures containing specified personal details, shareholding particulars, directorships of other companies and such other details to the Company.

8. Change of Address

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

9. Termination

Your directorship on the Board of the Company shall terminate or cease in accordance with law. Apart from the grounds of termination as specified in the Act, your directorship may be terminated for violation of any provision of the Code of Conduct or Insider Trading Regulations as applicable to Directors.

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You may resign from the directorship of the Company by giving a notice in writing to the Company stating the reasons for resignation and also to Registrar of Companies (RoC). The resignation shall take effect from the date on which the notice is received by the Company or the date, if any, specified by you in the notice, whichever is later.

If at any stage during your term, there is a change affecting your status as an Independent Director as envisaged in Section 149(6) of the Act or, you fail to meet the criteria for “independence” under the provisions of Clause 49 of the Listing Agreement, you agree to promptly submit your resignation as Independent Director, to the Company with effect from the date of such change.

10. 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.

11. Miscellaneous

This letter represents the entire understanding and constitutes the whole agreement, in relation to your appointment and supersedes any previous agreement between yourself and the Company with respect thereto and without prejudice to the generality of the foregoing, excludes any warranty, condition or other undertaking implied at law or by custom.

No waiver or modification of this letter shall be valid unless made in writing and signed by you and the Company.

As per the provisions of the Companies Act, 2013 and Clause 49 of the Listing Agreement, this letter along with your detailed profile shall be disclosed on the website of the Company and the relevant stock exchange.

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12. Acceptance of Appointment

We are confident that the Management, 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 developmental plans of our Company.