

Mrs. Sushmita Shekhar

E-421, First Floor,
Greater Kailash-II,
New Delhi-110048

Dear Mrs. Sushmita Shekhar

Sub: Appointment as an Independent Director of Kajaria Ceramics Limited

On behalf of the Company, I wish to inform you that pursuant to the provisions of Companies Act 2013, the shareholders of the Company at 29th Annual General Meeting held on 7th September, 2015 have passed the resolution of your appointment as an independent director the Company. As per the requirement of the Companies Act, 2013, the above is being formalized through this Letter of Appointment. Please note that this is a contract for service and is not a contract of employment. The terms of appointment, which shall be subject to the Articles of Association of the Company, are as follows:

1. Appointment

- i. Your appointment is for a period of 5 years w.e.f 30.03.2015 to 29.03.2020. This tenure is subject to your meeting the criteria for being an Independent Director and not being disqualified to be a Director under the applicable regulations.
- ii. Your appointment as Non- Executive Independent Director on the Board of Directors of the Company is subject to the provisions of the Companies Act, 2013.
- iii. In compliance with the provisions of the Section 149 (13) of the Companies Act 2013, your directorship is not subject to retirement by rotation.
- iv. This is a contract for service and is not a contract of employment.

2. Role on the Board

You are expected to provide your expertise and experience inter-alia in the fields of strategic Planning, Management and Corporate Governance in the functioning of the Board and the committees of the Board you may be nominated. In addition to routine Board meetings you should allow time for committee meetings, preparatory work and travel and ensure that you are in a position to make the necessary overall commitment.

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 terms of reference and any specific responsibilities. You are currently nominated as Chairperson of the Corporate Social Responsibility Committee of the Board whose terms of reference have been provided to you.

3. Duties and Liabilities

The Duties and Liabilities that come with your appointment would be as per the applicable laws, policies and the Articles of Association of the Company. Your duties will be those normally required of a Non-Executive Independent Director under the Companies Act, 2013. There are certain duties prescribed for all the directors which are fiduciary in nature and are as under:

1. You shall act in accordance with the Company's Articles of Association as may be amended from time to time.
2. 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.
3. You will follow the "Code for Independent director" as per Schedule IV of Companies Act, 2013 and "Kajaria Code of Business Conduct & Ethics".
4. You are required to make the disclosure of your interest as per the requirements of Section 184 and of disqualification under section 164 of the Companies Act, 2013.
5. You shall not assign your office as Director and assignments so made shall be void.
6. You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.
7. You shall not involve 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.

In case you so desire, the company would provide support to help you familiarise yourself with the relevant duties and obligations.

4. Technology

You may give consent by advance notification to the Chairman or Company Secretary to participate in any meeting(s) or committee of directors, when necessary through video conferencing or other audio visual means.

5. Independence

The Board of Directors of the Company inter-alia has given due consideration to your declaration of being qualified as "independent" in accordance with the provisions of Companies Act, 2013 and the Listing Agreement with the Stock Exchange. You are expected to be continued to be qualified as "Independent" during your tenure and provide periodic declaration to the effect as required by regulations. You will be identified as "Independent Director" in the Annual Report and other documents and publications of the Company. If circumstances change and you believe it may not be possible for you to retain your independence you should discuss this with the Chairman as soon as practicable.

6. Evaluation Process

Your performance evaluation shall be done by the Board of Directors annually, without your participation. You will participate in reviewing the performance of non-independent directors and the Board as a whole, performance of the Chairman and other Independent Directors.

7. Code of Business Conduct & Ethics

You will follow the Kajaria Code of Business Conduct & Ethics and furnish an annual affirmation of the same.

You will apply the highest standards of confidentiality, and not disclose to any person or company (whether during the course of the tenure as Independent Director or at any time after its cessation), any

confidential information concerning the Company and any Group Companies with which you come into contact by virtue of your position as a Director, except as permitted by law or with prior clearance from the Chairman or Company Secretary.

8. Disclosure of Interest

Any material interest that a Director may have in any transaction or arrangement that the Company has entered into should be disclosed not later than the transaction or arrangement comes up at the Board Meeting so that minutes may record your interest appropriately and our records are updated. A general notice that you are interested in any contract with the particular person, firm or company is acceptable.

9. Prohibition on Insider Trading

You will follow the Kajaria Code of Conduct for Prevention of Insider Trading and the requirements under the Companies Act, 2013 and SEBI Regulations, which inter-alia requires that price sensitive information is not used or transmitted and maintained securely. You should not make any statements that might risk a breach of these requirements without prior clearance from the Chairman or Company Secretary.

10. Remuneration

You will be entitled to sitting fees in accordance with the criteria, as approved by the Board of Directors and in accordance with the provisions of Companies Act, 2013 and Rules made thereunder and as per the Listing agreement, on the recommendation by the Nomination and Remuneration Committee, within the overall limits approved by the shareholders and the applicable legal provisions. You will also be entitled to remuneration, if any, payable for attending the meetings of the Board or Committee thereof either personally or through video conference or other audio visual means or for any other purpose whatsoever as may be decided by the Board of Directors. The sitting fees or remuneration, if any, payable shall be subject to applicable tax deduction at source.

In addition to the above you will be entitled to reimbursement of all expenses for participation in the Board and other meetings.

11. Changes in Personal Details

- i. During the term, you shall promptly intimate the Company Secretary and Registrar of Companies in the prescribed manner, of any change in address or other contact or personal details provided to the Company.
- ii. In the event any of your business interest changes, which might give rise to 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 Company Secretary.

12. 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 Companies Act, 2013, your directorship may be

terminated for violation of any provision of Kajaria Code of Conduct as applicable to Independent Directors.

You may resign from directorship of the Company by giving a notice in writing to the Company and also to Registrar of Companies (ROC) stating the reason for resignation. 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 the term, there is any change that may effect your status as an independent director as envisaged in Section 149(6) of the Companies Act, 2013 or if 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 to the Company with effect from the date of such change.

13. General

All the terms as mentioned above including your appointment, remuneration, professional conduct, role and functions, duties and evaluation shall be governed by the Companies Act, 2013 and Rules made thereunder and Corporate Governance requirements under the Listing Agreement, as amended from time to time.

This letter and any non-contractual obligations arising out of and in connection with this letter are governed by and shall be construed in accordance with the laws of India and subject to the exclusive jurisdiction of the Courts of Delhi.

Please confirm your agreement to the above by signing and returning the enclosed duplicate of this letter.

Mr. Ram Ratan Bagri

177-C, Western Avenue Lane,
W-7, Sainik farms,
New Delhi-110062

Dear Mr. Bagri

Sub: Appointment as an Independent Director of Kajaria Ceramics Limited

On behalf of the Company, I wish to inform you that pursuant to the provisions of Companies Act 2013, the shareholders of the Company at 29th Annual General Meeting held on 7th September, 2015 have passed the resolution of your appointment as an independent director the Company. As per the requirement of the Companies Act, 2013, the above is being formalized through this Letter of Appointment. Please note that this is a contract for service and is not a contract of employment. The terms of appointment, which shall be subject to the Articles of Association of the Company, are as follows:

1. Appointment

- v. Your appointment is for a period of 5 consecutive years w.e.f 01.04.2014 to 31.03.2019. This tenure is subject to your meeting the criteria for being an Independent Director and not being disqualified to be a Director under the applicable regulations.
- vi. Your appointment as Non- Executive Independent Director on the Board of Directors of the Company is subject to the provisions of the Companies Act, 2013.
- vii. In compliance with the provisions of the Section 149 (13) of the Companies Act 2013, your directorship is not subject to retirement by rotation.
- viii. This is a contract for service and is not a contract of employment.

2. Role on the Board

You are expected to provide your expertise and experience inter-alia in the fields of strategic Planning, Management, Sales, Marketing and Corporate Governance; in the functioning of the Board and the committees of the Board you may be nominated. In addition to routine Board meetings you should allow time for committee meetings, preparatory work and travel and ensure that you are in a position to make the necessary overall commitment.

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 terms of reference and any specific responsibilities. You are currently nominated as Member of Audit Committee, Nomination & Remuneration Committee and Chairman of Stakeholder Relationship Committee of the Board whose terms of reference have been provided to you.

3. Duties and Liabilities

The Duties and Liabilities that come with your appointment would be as per the applicable laws, policies and the Articles of Association of the Company. Your duties will be those normally required of a Non-Executive Independent Director under the Companies Act, 2013. There are certain duties prescribed for all the directors which are fiduciary in nature and are as under:

1. You shall act in accordance with the Company's Articles of Association as may be amended from time to time.
2. 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.
3. You will follow the "Code for Independent director" as per Schedule IV of Companies Act, 2013 and "Kajaria Code of Business Conduct & Ethics".
4. You are required to make the disclosure of your interest as per the requirements of Section 184 and of disqualification under section 164 of the Companies Act, 2013.
5. You shall not assign your office as Director and assignments so made shall be void.
6. You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.
7. You shall not involve 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.

In case you so desire, the company would provide support to help you familiarise yourself with the relevant duties and obligations.

4. Technology

You may give consent by advance notification to the Chairman or Company Secretary to participate in any meeting(s) or committee of directors, when necessary through video conferencing or other audio visual means.

5. Independence

The Board of Directors of the Company inter-alia has given due consideration to your declaration of being qualified as "independent" in accordance with the provisions of Companies Act, 2013 and the Listing Agreement with the Stock Exchange. You are expected to be continued to be qualified as "Independent" during your tenure and provide periodic declaration to the effect as required by regulations. You will be identified as "Independent Director" in the Annual Report and other documents and publications of the Company. If circumstances change and you believe it may not be possible for you to retain your independence you should discuss this with the Chairman as soon as practicable.

6. Evaluation Process

Your performance evaluation shall be done by the Board of Directors annually, without your participation. You will participate in reviewing the performance of non-independent directors and the Board as a whole, performance of the Chairman and other Independent Directors.

7. Code of Business Conduct & Ethics

You will follow the Kajaria Code of Business Conduct & Ethics and furnish an annual affirmation of the same.

You will apply the highest standards of confidentiality, and not disclose to any person or company (whether during the course of the tenure as Independent Director or at any time after its cessation), any confidential information concerning the Company and any Group Companies with which you come into contact by virtue of your position as a Director, except as permitted by law or with prior clearance from the Chairman or Company Secretary.

8. Disclosure of Interest

Any material interest that a Director may have in any transaction or arrangement that the Company has entered into should be disclosed not later than the transaction or arrangement comes up at the Board Meeting so that minutes may record your interest appropriately and our records are updated. A general notice that you are interested in any contract with the particular person, firm or company is acceptable.

9. Prohibition on Insider Trading

You will follow the Kajaria Code of Conduct for Prevention of Insider Trading and the requirements under the Companies Act, 2013 and SEBI Regulations, which inter-alia requires that price sensitive information is not used or transmitted and maintained securely. You should not make any statements that might risk a breach of these requirements without prior clearance from the Chairman or Company Secretary.

10. Remuneration

You will be entitled to sitting fees in accordance with the criteria, as approved by the Board of Directors and in accordance with the provisions of Companies Act, 2013 and Rules made thereunder and as per the Listing agreement, on the recommendation by the Nomination and Remuneration Committee, within the overall limits approved by the shareholders and the applicable legal provisions. You will also be entitled to remuneration, if any, payable for attending the meetings of the Board or Committee thereof either personally or through video conference or other audio visual means or for any other purpose whatsoever as may be decided by the Board of Directors. The sitting fees or remuneration, if any, payable shall be subject to applicable tax deduction at source.

In addition to the above you will be entitled to reimbursement of all expenses for participation in the Board and other meetings.

11. Changes in Personal Details

- i. During the term, you shall promptly intimate the Company Secretary and Registrar of Companies in the prescribed manner, of any change in address or other contact or personal details provided to the Company.
- ii. In the event any of your business interest changes, which might give rise to 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 Company Secretary.

12. 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 Companies Act, 2013, your directorship may be terminated for violation of any provision of Kajaria Code of Conduct as applicable to Independent Directors.

You may resign from directorship of the Company by giving a notice in writing to the Company and also

to Registrar of Companies (ROC) stating the reason for resignation. 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 the term, there is any change that may effect your status as an independent director as envisaged in Section 149(6) of the Companies Act, 2013 or if 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 to the Company with effect from the date of such change.

13. General

All the terms as mentioned above including your appointment, remuneration, professional conduct, role and functions, duties and evaluation shall be governed by the Companies Act, 2013 and Rules made thereunder and Corporate Governance requirements under the Listing Agreement, as amended from time to time.

This letter and any non-contractual obligations arising out of and in connection with this letter are governed by and shall be construed in accordance with the laws of India and subject to the exclusive jurisdiction of the Courts of Delhi.

Please confirm your agreement to the above by signing and returning the enclosed duplicate of this letter.

Mr. Harady Rathnakar Hegde
Apartment No. 002,
Krishvi Terrazzo, 253, 10th Main,
1st Cross, Defence Colony,
Bangalore-560038

Dear Mr. Hegde

Sub: Appointment as an Independent Director of Kajaria Ceramics Limited

On behalf of the Company, I wish to inform you that pursuant to the provisions of Companies Act 2013, the shareholders of the Company at 29th Annual General Meeting held on 7th September, 2015 have passed the resolution of your appointment as an independent director the Company. As per the requirement of the Companies Act, 2013, the above is being formalized through this Letter of Appointment. Please note that this is a contract for service and is not a contract of employment. The terms of appointment, which shall be subject to the Articles of Association of the Company, are as follows:

1. Appointment

- i. Your appointment is for a period of 5 consecutive years w.e.f 01.04.2014 to 31.03.2019. This tenure is subject to your meeting the criteria for being an Independent Director and not being disqualified to be a Director under the applicable regulations.
- ii. Your appointment as Non- Executive Independent Director on the Board of Directors of the Company is subject to the provisions of the Companies Act, 2013.
- iii. In compliance with the provisions of the Section 149 (13) of the Companies Act 2013, your directorship is not subject to retirement by rotation.
- iv. This is a contract for service and is not a contract of employment.

2. Role on the Board

You are expected to provide your expertise and experience inter-alia in the fields of strategic Planning, Management, Sales, Marketing and Corporate Governance; in the functioning of the Board and the committees of the Board you may be nominated. In addition to routine Board meetings you should allow time for committee meetings, preparatory work and travel and ensure that you are in a position to make the necessary overall commitment.

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 terms of reference and any specific responsibilities. You are currently nominated as Member of Audit Committee and Nomination & Remuneration Committee of the Board whose terms of reference have been provided to you.

3. Duties and Liabilities

The Duties and Liabilities that come with your appointment would be as per the applicable laws, policies and the Articles of Association of the Company. Your duties will be those normally required of a Non-Executive Independent Director under the Companies Act, 2013. There are certain duties prescribed for all the directors which are fiduciary in nature and are as under:

1. You shall act in accordance with the Company's Articles of Association as may be amended from

time to time.

2. 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.
3. You will follow the “Code for Independent director” as per Schedule IV of Companies Act, 2013 and “Kajaria Code of Business Conduct & Ethics”.
4. You are required to make the disclosure of your interest as per the requirements of Section 184 and of disqualification under section 164 of the Companies Act, 2013.
5. You shall not assign your office as Director and assignments so made shall be void.
6. You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.
7. You shall not involve 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.

In case you so desire, the company would provide support to help you familiarise yourself with the relevant duties and obligations.

4. Technology

You may give consent by advance notification to the Chairman or Company Secretary to participate in any meeting(s) or committee of directors, when necessary through video conferencing or other audio visual means.

5. Independence

The Board of Directors of the Company inter-alia has given due consideration to your declaration of being qualified as “independent” in accordance with the provisions of Companies Act, 2013 and the Listing Agreement with the Stock Exchange. You are expected to be continued to be qualified as “Independent” during your tenure and provide periodic declaration to the effect as required by regulations. You will be identified as “Independent Director” in the Annual Report and other documents and publications of the Company. If circumstances change and you believe it may not be possible for you to retain your independence you should discuss this with the Chairman as soon as practicable.

6. Evaluation Process

Your performance evaluation shall be done by the Board of Directors annually, without your participation. You will participate in reviewing the performance of non-independent directors and the Board as a whole, performance of the Chairman and other Independent Directors.

7. Code of Business Conduct & Ethics

You will follow the Kajaria Code of Business Conduct & Ethics and furnish an annual affirmation of the same.

You will apply the highest standards of confidentiality, and not disclose to any person or company (whether during the course of the tenure as Independent Director or at any time after its cessation), any confidential information concerning the Company and any Group Companies with which you come into contact by virtue of your position as a Director, except as permitted by law or with prior clearance from the Chairman or Company Secretary.

8. Disclosure of Interest

Any material interest that a Director may have in any transaction or arrangement that the Company has entered into should be disclosed not later than the transaction or arrangement comes up at the Board Meeting so that minutes may record your interest appropriately and our records are updated. A general notice that you are interested in any contract with the particular person, firm or company is acceptable.

9. Prohibition on Insider Trading

You will follow the Kajaria Code of Conduct for Prevention of Insider Trading and the requirements under the Companies Act, 2013 and SEBI Regulations, which inter-alia requires that price sensitive information is not used or transmitted and maintained securely. You should not make any statements that might risk a breach of these requirements without prior clearance from the Chairman or Company Secretary.

10. Remuneration

You will be entitled to sitting fees in accordance with the criteria, as approved by the Board of Directors and in accordance with the provisions of Companies Act, 2013 and Rules made thereunder and as per the Listing agreement, on the recommendation by the Nomination and Remuneration Committee, within the overall limits approved by the shareholders and the applicable legal provisions. You will also be entitled to remuneration, if any, payable for attending the meetings of the Board or Committee thereof either personally or through video conference or other audio visual means or for any other purpose whatsoever as may be decided by the Board of Directors. The sitting fees or remuneration, if any, payable shall be subject to applicable tax deduction at source.

In addition to the above you will be entitled to reimbursement of all expenses for participation in the Board and other meetings.

11. Changes in Personal Details

- i. During the term, you shall promptly intimate the Company Secretary and Registrar of Companies in the prescribed manner, of any change in address or other contact or personal details provided to the Company.
- ii. In the event any of your business interest changes, which might give rise to 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 Company Secretary.

12. 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 Companies Act, 2013, your directorship may be terminated for violation of any provision of Kajaria Code of Conduct as applicable to Independent Directors.

You may resign from directorship of the Company by giving a notice in writing to the Company and also to Registrar of Companies (ROC) stating the reason for resignation. 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 the term, there is any change that may effect your status as an independent director as envisaged in Section 149(6) of the Companies Act, 2013 or if 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 to the Company with effect from the date of such change.

13. General

All the terms as mentioned above including your appointment, remuneration, professional conduct, role and functions, duties and evaluation shall be governed by the Companies Act, 2013 and Rules made thereunder and Corporate Governance requirements under the Listing Agreement, as amended from time to time.

This letter and any non-contractual obligations arising out of and in connection with this letter are governed by and shall be construed in accordance with the laws of India and subject to the exclusive jurisdiction of the Courts of Delhi.

Please confirm your agreement to the above by signing and returning the enclosed duplicate of this letter.

Mr. Debi Prasad Bagchi
Y-165 Regency Park-II
DLF City Phase- 4 Gurgaon

Dear Mr. Bagchi,

Sub: Appointment as Non- Executive Independent Director Under Companies Act 2013

We are pleased to inform you that the shareholders of the Company at the 28th Annual General Meeting held on 1st August 2014, have passed the resolution of your appointment as an Independent Director of the Company, pursuant to the Companies Act, 2013.

As per the requirements of the Companies Act, 2013, the above is being formalized through this Letter of Appointment. Please note that this is a contract for service and is not a contract of employment.

1. Appointment

Your appointment for the time being is up to the conclusion of 33rd Annual General Meeting of the Company to be held in the year 2019. This tenure is subject to your meeting the criteria for being an Independent Director and not being disqualified to be a Director under the applicable regulations.

2. Role on the Board

You are expected to provide your expertise and experience inter alia in the fields of strategic Planning, Management, Sales, Marketing and Corporate Governance, in the functioning of the Board and the committees of the Board you may be nominated. In addition to routine Board meetings you should allow time for committee meetings, preparatory work and travel and ensure that you are in a position to make the necessary overall commitment.

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 terms of reference and any specific responsibilities. You are currently nominated on the following committees of the Board whose terms of reference have been provided to you as;

a) Chairman of Nomination and Remuneration Committee.

3. Duties and Liabilities

The Duties and Liabilities that come with your appointment would be as per the applicable Laws, Kajaria policies and the Articles of Association of the Company.

The laws that currently govern the duties and liabilities of an Independent director are the Companies Act, 2013 (including rules thereunder) and the Listing Agreement with the Stock Exchange.

You will follow the "Code for Independent director" as per Schedule IV of Companies Act 2013 and "Kajaria Code of Business Conduct & Ethics".

You are required to make the disclosure of your interest as per the requirements of Section 184 and of disqualification under section 164 of the Companies Act, 2013.

In case you so desire the company would provide support to help you familiarize yourself with the relevant duties and obligations.

4. Technology

You may give consent by advance notification to the Chairman or Company Secretary to participate in any meeting(s) or committee of directors, when necessary through video conferencing or other audio visual means, except for matters not to be so dealt under the Companies Act, 2013. When necessary you can also participate telephone, electronic mail or any other technology which permits you to communicate with every other Director through such participation would not be reckoned as attending the meeting under the Companies Act, 2013.

5. Independence

The Board of Directors of the Company inter alia has given due consideration to your declaration of being qualified as “independent” in accordance with the provisions of Companies Act, 2013 and the Listing Agreement with the Stock Exchange. You are expected to be continued to be qualified as “Independent” during your tenure and provide periodic declaration to the effect as required by regulations. You will be identified as “Independent Director” in the Annual Report and other documents and publications of the Company. If circumstances change and you believe it may not be possible for you to retain your independence you should discuss this with the Chairman as soon as practicable.

6. Evaluation Process

Your performance evaluation shall be done by the Board of Directors annually, without your participation. You will participate in reviewing the performance of non-independent Directors and the Board as a whole, performance of the Chairperson and other Independent Directors.

7. Code of Business Conduct & Ethics

You will follow the Kajaria Code of Business Conduct & Ethics and furnish an annual affirmation of the same.

You will apply the highest standards of confidentiality, and not disclose to any person or company (whether during the course of the tenure as Independent Director or at any time after its cessation), any confidential information concerning the company and any Group companies with which you come into contact by virtue of your position as a Director, except as permitted by law or with prior clearance from the Chairman or Company Secretary.

8. Prohibition on Insider Trading

You will follow the Kajaria Code of Conduct for Prevention of Insider Trading and the requirements under the Companies Act, 2013 and SEBI Regulations, which inter alia requires that price sensitive information is not used or transmitted and maintained securely. You should not make any statements that might risk a breach of these requirements without prior clearance from the Chairman or Company Secretary.

9. Remuneration

You will be entitled to sitting fees in accordance with the criteria, as approved by the Board of Directors and in accordance with the provisions of Companies Act, 2013 and Rules made thereunder and as per the Listing agreement, on the recommendation by the Nomination and Remuneration Committee, within the overall limits approved by the shareholders and the applicable legal provisions. You will also be entitled to remuneration, if any, payable for attending the meetings of the Board or committee thereof either personally or through video conference or other audio visual means or for any other purpose whatsoever as may be decided by the Board of the Directors. The sitting fees or remuneration, if any, payable shall be subject to applicable tax deduction at source.

In addition to the above you will be entitled to reimbursement of all expenses for participation in the Board and other meetings.

10. General

All the terms as mentioned above including your appointment, remuneration, professional conduct, role and functions, duties and evaluation shall be governed by the Companies Act, 2013 and Rules made thereunder and Corporate Governance requirements under the Listing Agreement, as amended from time to time.

This Letter and any non- contractual obligations arising out of and in connection with this Letter are governed by and shall be construed in accordance with the Laws of India and subject to the exclusive jurisdiction of the Courts of India.

Mr. Raj Kumar Bhargava
R/o C-390 Defence Colony
New Delhi 110024

Dear Mr. Bhargava,

Sub: Appointment as Non- Executive Independent Director Under Companies Act 2013

We are pleased to inform you that the shareholders of the Company at the 28th Annual General Meeting held on 1st August 2014, have passed the resolution of your appointment as an Independent Director of the Company, pursuant to the Companies Act, 2013.

As per the requirements of the Companies Act, 2013, the above is being formalized through this Letter of Appointment. Please note that this is a contract for service and is not a contract of employment.

1. Appointment

Your appointment for the time being is up to the conclusion of 33rd Annual General Meeting of the Company to be held in the year 2019. This tenure is subject to your meeting the criteria for being an Independent Director and not being disqualified to be a Director under the applicable regulations.

2. Role on the Board

You are expected to provide your expertise and experience inter alia in the fields of strategic Planning, management, sales, marketing and Corporate Governance, in the functioning of the Board and the committees of the Board you may be nominated. In addition to routine Board meetings you should allow time for committee meetings, preparatory work and travel and ensure that you are in a position to make the necessary overall commitment.

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 terms of reference and any specific responsibilities. You are currently nominated on the following committees of the Board whose terms of reference have been provided to you:

a) Audit Committee.

3. Duties and Liabilities

The Duties and Liabilities that come with your appointment would be as per the applicable Laws, Kajaria policies and the Articles of Association of the Company.

The laws that currently govern the duties and liabilities of an Independent director are the Companies Act, 2013 (including rules thereunder) and the Listing Agreement with the Stock Exchange.

You will follow the "Code for Independent director" as per Schedule IV of Companies Act 2013 and "Kajaria Code of Business Conduct & Ethics".

You are required to make the disclosure of your interest as per the requirements of Section 184 of the Companies Act 2013.

In case you so desire the company would provide support to help you familiarize yourself with the relevant duties and obligations.

4. Technology

You may give consent by advance notification to the Chairman or Company Secretary to participate in any meeting(s) or committee of directors, when necessary through video conferencing or other audio visual means, except for matters not to be so dealt under the Companies Act, 2013. When necessary you can also participate telephone, electronic mail or any other technology which permits you to communicate with every other Director through such participation would not be reckoned as attending the meeting under the Companies Act, 2013.

5. Independence

The Board of Directors of the Company inter alia has given due consideration to your declaration of being qualified as “independent” in accordance with the provisions of Companies Act, 2013 and the Listing Agreement with the Stock Exchange. You are expected to be continued to be qualified as “independent” during your tenure and provide periodic declaration to the effect as required by regulations. You will be identified as “Independent Director” in the Annual Report and other documents and publications of the Company. If circumstances change and you believe it may not be possible for you to retain your independence you should discuss this with the Chairman as soon as practicable.

6. Evaluation Process

Your performance evaluation shall be done by the Board of Directors annually, without your participation. You will participate in reviewing the performance of non-independent directors and the Board as a whole, performance of the Chairperson and other independent directors.

7. Code of Business Conduct & Ethics

You will follow the Kajaria Code of Business Conduct & Ethics and furnish an annual affirmation of the same.

You will apply the highest standards of confidentiality, and not disclose to any person or company (whether during the course of the tenure as Independent Director or at any time after its cessation), any confidential information concerning the company and any Group companies with which you come into contact by virtue of your position as a Director, except as permitted by law or with prior clearance from the Chairman or Company Secretary.

8. Prohibition on Insider Trading

You will follow the Kajaria Code of Conduct for Prevention of Insider Trading and the requirements under the Companies Act, 2013 and SEBI Regulations, which inter alia requires that price sensitive information is not used or transmitted and maintained securely. You should not make any statements that might risk a breach of these requirements without prior clearance from the Chairman or Company Secretary.

9. Remuneration

You will be entitled to remuneration in accordance with the criteria, as approved by the Board of Directors on the recommendation by the Nomination and Remuneration Committee, within the overall limits approved by the shareholders and the applicable legal provisions. You will also be entitled to fee for attending the meetings of the Board or committee thereof either personally or through video conference or other audio visual means or for any other purpose whatsoever as may be decided by the Board of the Directors. The Remuneration and fee payable shall be subject to applicable tax deduction at source.

In addition to the above you will be entitled to reimbursement of all expenses for participation in the Board and other meetings.

10. General

All the terms as mentioned above including your appointment, remuneration, professional conduct, role and functions, duties and evaluation shall be governed by the Companies Act, 2013 and Rules made thereunder and Corporate Governance requirements under the Listing Agreement, as amended from time to time.

This Letter and any non- contractual obligations arising out of and in connection with this Letter are governed by and shall be construed in accordance with the Laws of India and subject to the exclusive jurisdiction of the Courts of India.