

Terms and Conditions of Appointment of an Independent Director (“Appointment”) of Foseco India Limited (the “Company”)

The term of the appointment of the Directors will be as per the provisions laid down in the Companies Act, 2013 and the rules framed thereunder, subject to such amendments as may be made applicable from time to time. In addition to that, the appointment will be in compliance with the rules and regulations framed by the Securities and Exchange Board of India (SEBI) from time to time.

1. Tenure / Term of Appointment:

The tenure/term of appointment of the Independent Director shall be as may be determined by the Board and the Shareholders in accordance with applicable laws.

2. Attendance at the Meetings:

The Director will ensure attendance at all Meetings of the Board / Committee in which he / she is a Member and also the General Meetings of the Company. He / She will commit sufficient time for preparation and attendance at the Meetings and to regularly update and refresh his / her skill and knowledge on current topics, statutory compliances, good governance practices and his / her role as a Director.

3. Fiduciary duties of the Independent Director:

The duties / liabilities of Independent Director shall be as prescribed under the Companies Act, 2013 and any other rules or regulations (including SEBI Regulations and Listing Agreement) applicable to the Company.

4. Expectation:

The Independent Director may also be appointed as a Member / Chairman of any Committee of the Board, as may be determined by the Board of Directors of the Company from time to time. Such appointment shall be made in consultation with such Independent Director.

5. Compliance with Company Policies:

During the term, the Director will comply with the Code of Conduct & Ethics, the Code for Prevention of Insider Trading and the Anti-Bribery policies adopted by the Company and such other policies / requirements as the Board of Directors may from time to time devise / specify. Unless specifically authorised by the Company, they shall not disclose Company and business information to external constituents such as the media, the financial community, employees etc. He / She will keep confidential all information received by him / her with regard to the Company and its holding and affiliate companies. This duty of confidentiality will continue to apply even after he / she has ceased to be a Director of the Company.

All Directors are required to sign a confirmation of acceptance of the Company's Code of Conduct as adopted by the Board on an annual basis.

6. Performance Evaluation:

The Independent Director will be subjected to Performance evaluation as per the policy of the Company, as may be approved and implemented by the Board of Directors from time to time in compliance with the requirements of the applicable laws.

7. Fees / Commission:

The Independent Director would be entitled to sitting fees and commission as may be determined by the Board of Directors of the Company (in accordance with the provisions of law) from time to time subject to approval by the shareholders of the Company. The Director would be entitled to fee for professional services rendered by them in their professional capacity subject to the compliance of the applicable laws.

8. Reimbursement of Expenses:

The Company make all arrangements of travel, accommodation, local transport and any other out of pocket expenses, for the Director for attending the Board / Committee Meetings, General Meetings, Court convened Meetings, Meetings with Shareholders, site visits, induction and training (organised by the Company for Directors).

Dated: 28 January, 2015