

Date: _____

Mr./ Ms. _____

Dear Mr. / Mrs. _____,

Subject: Appointment as an Independent Director of Sintercom India Limited

I am pleased to inform you of your appointment as an Independent Director on the Board of Directors ("Board") of Sintercom India Limited ("Company") with effect from _____ for a term of 5 (five) consecutive years.

This letter sets out the terms and conditions of your appointment as given below in compliance with the applicable provisions of the Companies Act 2013. (the "Act") including policy of the Company (as amended from time to time):

1. TERM OF OFFICE:

Your appointment will be for a term of five (5) years ("Term") with effect from _____, but may be extended with approval of the members of the Company at Annual General Meeting unless terminated earlier.

In Compliance with the provisions of Section 149(13) of the Companies Act, 2013 and the relevant Rules made thereunder, your directorship is not subject to retirement by rotation.

2. COMMITMENTS:

A) Independent Director:

As an Independent 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.

As an Independent Director you will be involved in a number of Board and committee meetings each year. You should strive to attend all the scheduled quarterly Board meetings, committee meetings, general meetings and other meetings.

You would be required to take duties and obligations as will be normally required of an Independent Director as per the provisions of Companies Act, 2013 & Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 the relevant Rules made thereunder.

B) The Company

The Company shall provide you with adequate notice of the dates of proposed Board Meeting, general meetings and meetings of board committees. As per the provisions of the companies Act, 2013 the Company is expected to give you an advance notice of minimum 7 days of every board and committee meetings. A meeting of the Board may be called at shorter notice to transact urgent business subject to the condition that at least one Independent director shall be present at the meeting and in case of absence of independent directors from such a meeting of the Board, decisions taken at such a meeting shall be circulated to all the directors and shall be final on ratification thereof by atleast one independent director. The notice of the Board/Committee meetings will be provided along with the agenda of the Board/Committee meetings.

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.

You may note that Sintercom India Limited has taken a director's and officer's liability insurance and all the Directors of the Company are beneficiaries of the said policy.

3. CODE OF CONDUCT FUNCTIONS AND DUTIES

During the tenure, you are required to comply with the regulations as contained in Schedule IV under the Companies Act, 2013 and also with the Code of Conduct for the Members of the Board of Directors and Senior Management of the Company.

4. CONFLICT OF INTEREST

By accepting this appointment, you will be deemed to have confirmed that any other position you hold including your directorships in other organisations shall not give rise to any conflict of interest in relation to your appointment as an Independent Director of the company. Should you become aware of any conflict or potential conflict during your appointment and you are expected to notify the Company Secretary.

5. CONFIDENTIALITY AND ACCESS TO COMPANY RECORDS

All information acquired by you during your term as Director of the Company is to be treated as confidential and should not be released, either during your tenure or following termination (by whatever means) to third parties without prior clearance from the Managing Directors of the Company unless such disclosure be required by any governmental, statutory and regulatory authority established under the laws for the time being in force.

On reasonable request, you are required to surrender any documents and other material made available to you by the Company.

6. MEMBERSHIP OF COMMITTEES:

As advised by the Board, during the tenure of office, you may be required to serve on more or more of the Committees of the Board as a Chairman/Member. Upon such appointment, you will be provided copy of the terms of reference which sets out the functions of the respective committee.

With your appointment, at present you will be the Chairman/ Member of the following committees of the Company:

Sr. No	Name of Committee	Category

7. TERMINATION:

You may resign from your position at any time and if you wish to do so, you are requested to serve a reasonable written notice on the Board. In terms of provisions of the Companies Act, 2013, you are required to file a copy of your resignation letter with the Registrar of Companies, Pune, Maharashtra.

The continuation of your appointment is contingent on your getting re-elected by shareholders in accordance of the Company, from time to time in force.

This Letter and any non-contractual obligations arising out of or in connection with this Letter are governed by, and shall be construed in accordance with the Laws of India and the parties agree to submit the exclusive jurisdiction of the Courts at Mumbai.

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

Thanking You,

Your sincerely,
For Sintercom India Limited

Jignesh Raval
Director
DIN: 01591000

I have read and agree to the above terms regarding my appointment as an independent director of the Company.

Date: