



TERMS OF APPOINTMENT OF INDEPENDENT DIRECTOR

On behalf of the Company, I write to confirm your appointment as an Independent Director of **Intas Pharmaceuticals Limited** ("INTAS" or "Company"), as per the provision of the Companies Act, 2013. The terms of your appointment are set out below:

1. TERM OF OFFICE

Your appointment as an Independent Director is for a period of five consecutive years commencing from the date of appointment. You shall not be liable to retire by rotation as per the relevant provisions of the Companies Act, 2013.

Your appointment is subject to the provisions of the Companies Act, 2013 regarding appointment, fees, expenses, retirement, disqualification, etc.

At any time that you resign by written notice, it is desirable that you give the Chairman reasonable forewarning of your intention to resign or to not seek appointment where that is possible so that the company can plan for succession of skills and experience on the Board; and you may be required to vacate office for any reason pursuant to any of the provisions of the Companies Act, 2013; or

You may be removed as a director or otherwise required to vacate office under any applicable law and under the Article of Association of the Company.

Your performance as an Independent Director will be reviewed during your tenure with the Company in accordance with processes agreed by the Board from time to time. You agree to participate in such reviews.

2. COMMITMENTS

You will be expected to devote such time as is necessary for the proper performance of your duties and as an independent Director. As your presence is required in Board meetings you should strive to attend all the scheduled board meetings, General Meetings; and other meetings as may be necessary.

As an independent director you should strive to hold and present in at least one meeting in a year without the presence of non-independent directors and members of management with the sole objective to:

- (a) review the performance of non-independent directors and the Board as a whole;
- (b) review the performance of the Chairperson of the company, taking into account the views of executive directors and non-executive directors;
- (c) assess the quality, quantity and timeliness of flow of information between the company management and the Board that is necessary for the Board to effectively and reasonably perform their duties.

Intas Pharmaceuticals Limited

Corporate House Near Sola Bridge, SG Highway, Thaltej, Ahmedabad - 380054



By accepting this appointment, you have confirmed that you are able to allocate sufficient time to meet the expectations of your role.

3. CODE OF CONDUCT, FUNCTIONS AND DUTIES

You will be expected to perform your duties, whether statutory, fiduciary or common law, faithfully, efficiently and diligently to a standard commensurate with both the functions of your role and your knowledge, skills and experience. You will have all the usual duties of an independent director under Company law including attendance at board meetings, Committee meetings, the annual general meeting, meetings of independent directors, meetings with investors and shareholders and other Board events such as site visits, together with such additional duties as may be agreed with the Board, and which may relate to the business of the Company. You will be required to serve on such committees as the Board may request, including but not limited to Audit and/or Nomination and remuneration and/or Corporate & Social Responsibility. In addition, you will be expected to devote appropriate preparation and travel time ahead of each meeting.

As a Director of Intas Pharmaceuticals Limited, you will have legal duties and obligations under Companies Act 2013.

4. LIABILITY

As an independent director you will be liable only in respect of such acts of omission or commission by a company which had occurred with your knowledge, attributable through Board processes, and with your consent or connivance or where you had not acted diligently.

5. TECHNOLOGY

Being a Director, you may make use of video, telephone, electronic mail, any other technology which permits each Director to communicate with every other Director, or any combination of these technologies for the purpose of calling and holding Directors' meetings.

You may attend the board or committee meeting through video conferencing or other audio visual means subject to the applicable provisions of the Companies Act, 2013.

6. 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 organizations, shall not give rise to any conflicts 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, you are expected to notify the Company Secretary.

As an Independent Director you shall not engage in any activity/ies that is not expected from you as an Independent Director.

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7. DISCLOSURES

You shall be required to submit certain information in the prescribed forms on a defined periodicity. Company Secretary shall be the coordinating officer for this. You are required to disclose to the Company your interests and any matters (excluding those matters which may be subject to legal professional privilege) which affect your independence.

During your tenure as an independent director you are required to give a declaration that you meet the criteria of independent every financial year as provided under Section 149 of the Companies Act, 2013.

8. DIRECTORS' FEES AND REMUNERATION

You shall be paid a sitting fee as may be determined by the Board of Directors, for attending the each meeting of Board as well as the Committee meetings attended by you, as per the provision of Section 197 of the Companies Act, 2013 and the Articles of Association of the Company.

The Company will reimburse you all traveling, hotel, and other incidental expenses properly and reasonably incurred by you in performance of duties as per provisions of the Companies Act, 2013 and in conjunction with the Company rules and policies.

In addition to the sitting fee payable for attending the Board and Committee meetings, you will also be entitled for payment of commission of such sum not exceeding 1% of the net profits of the Company p.a. (including commission payable to all Non-Executive Directors) per annum as may be decided by the Board of Directors and/or shareholders of the Company.

As an independent director you shall not be entitled to any stock option and shall not be covered by any pension scheme.

9. REVIEW

The performance of individual directors, the whole Board and its committees is evaluated annually. If, in the interim, there are any matters which cause you concern about your role you should discuss them with the chief executive officer or the senior independent director as soon as you can.

10. CODE FOR INDEPENDENT DIRECTORS

You are required to abide by the Code for Independent Directors provided as Schedule IV of the Companies Act, 2013.



11. INDUCTION & TRAINING

Where possible, directors will be encouraged to attend special training courses by various professional bodies to ensure that the directors are refreshed and equipped to perform their role in the highest standards and performance possible. You should feel free to request any further information which you require, at any time.

12. INDEMNITY AND INSURANCE/PROVISION FOR DIRECTORS AND OFFICERS (D & O) INSURANCE

The Company may obtain a Directors' & Officers' liability Insurance Policy for you. Details of the same will be provided by the Company Secretary as and when such policy is taken by the Company.

13. CONFIDENTIALITY AND ACCESS TO COMPANY RECORDS

Under Company law, Directors have a right of access to Company's documents and records, including financial records.

Any confidential information which may come to your knowledge in the performance of your duties as a director of the Company must not be divulged, except so far as:

- a. may be necessary in connection with the proper performance of your duties to the Company;
- b. the Company may from time to time authorise you to disclose such information as may be required by you with the condition that you will take all reasonable precautions as may be necessary to maintain the secrecy and confidentiality of all confidential information of the Company; or
- c. You may be required by law to disclose.

14. APPLICABLE LAW

This letter of appointment shall be governed by the laws of India.

1. All 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 there under as amended from time to time.
2. This letter and 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 subject to the exclusive jurisdiction of the Court of competent jurisdiction at Ahmedabad, India.
3. This appointment letter constitutes neither a contract for services nor a service contract.
