

## **LETTER OF APPOINTMENT**

**Date: 17<sup>th</sup> April, 2019**

**To**

**Mr. Ulhas Dharmadhikari**

House No 1102, 11<sup>th</sup> Floor,  
Devnandan Horizon, Chandkheda,  
Gandhinagar, Gujarat – 382424

Dear Sir,

**Sub: Appointment as Independent Director.**

We thank you for according your consent to act as Director of the Company. We have also received your confirmation addressed to Gammon India Limited (the “Company”) regarding your meeting the criteria as mentioned in Section 149(6) of the Companies Act, 2013 (the “Act”) and the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.

We are pleased to inform you that based on the recommendation of the Nomination and Remuneration Committee, the Board of Directors (the “Board”) have approved your appointment as an Independent Director of the Company. As per the requirements of the Act, your aforesaid appointment is being formalized through this letter of appointment.

This letter sets out the terms of your appointment as an Independent Director. Please note this is a contract for service and is not a contract of employment. The terms of your appointment are subject to the applicable laws, including the Act, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (as amended from time to time) and the Company’s Articles of Association.

**1. TERM OF APPOINTMENT**

- (a) Your appointment shall be for a period of five (5) years effective from 17th April, 2019. This tenure is subject to your meeting the criteria for being an Independent Director during your tenure and not being disqualified to be a Director under the applicable provisions of the Act.
- (b) During your tenure as an Independent Director, you shall not be liable to retire by rotation.
- (c) At the end of your tenure, your re-appointment as an Independent Director shall be based on the recommendation of the Nomination and Remuneration Committee and subject to the approval of the Board and the shareholders.

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### **GAMMON INDIA LIMITED**

**Registered Office :** Floor 3rd, Plot - 3/8, Hamilton House, J. N. Heredia Marg, Ballard Estate,

Mumbai - 400 038. Maharashtra, India; **Telephone :** +91-22-2270 5562

**E-Mail:** investors@gammonindia.com **Website :** [www.gammonindia.com](http://www.gammonindia.com)

**CIN :** L74999MH1922PLC000997

## 2. **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 SEBI (LODR) Regulations, 2015. You shall continue 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. You shall promptly inform the Chairman and the Company Secretary should you cease to be qualified as “independent” during your tenure.

## 3. **ROLE ON THE COMPANY’S BOARD**

As per the current assessment, you will be the Chairman/member of the Company’s following Committees:

<b>Sr. No.</b>	<b>Committee</b>		<b>Position</b>
1.	Audit Committee	-	Member
2.	Stakeholders’ Relationship Committee	-	Member
3.	Nomination and Remuneration Committee	-	Member

In case you are nominated on any other Committee of the Board, you will be provided with the relevant terms of reference and your specific duties and responsibilities.

## 4. **ROLE, DUTIES AND RESPONSIBILITIES**

(a) As a member of the Board, you, along with the other Board members, will be collectively responsible for meeting the Board’s objectives which include the following:

- Compliance of the applicable provisions of the Act, the SEBI (LODR) Regulations, 2015, applicable regulations laid down by the SEBI and other applicable laws.
- Responsibilities of the Board as have been outlined in the Corporate Governance norms prescribed by the Stock exchanges in SEBI (LODR) Regulations, 2015.
- Accountability under the Directors’ Responsibility Statement.
- Maintaining high standards in conduct of the Company’s business in an ethical manner.
- Ensure that correct and complete disclosures of material facts are made, wherever necessary and highest level of transparency is maintained while dealing with the Company’s stakeholders.
- Protect interests of the Company in the best possible way.

(b) You shall abide by the ‘Code for Independent Directors’ as outlined in Schedule IV to the Act and duties of directors as provided in the Act and SEBI (LODR) Regulations, 2015.

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(c) You shall be responsible for providing guidance in your area of expertise.

**5. CODE OF BUSINESS CONDUCT**

You will follow the Gammon India Limited code of Business Conduct 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.

**6. PROHIBITION ON INSIDER TRADING**

You will follow the Company's Policy on Insider Trading and the requirements under the Companies Act, 2013 and SEBI Regulations. You should not make any statements that might risk a breach of these requirements without prior clearance from the Chairman or Company Secretary.

**7. REMUNERATION**

You will be entitled to sitting fee of Rs. 20,000/- (Rupees Twenty Thousand Only) per meeting for attending the meetings of the Board or Committees 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 fee payable shall be subject to applicable tax deduction at source. The sitting fee may be increased as per the decision of the Board.

**8. EVALUATION PROCESSES**

As a member of the Board, your performance shall be evaluated annually. Evaluation of each director shall be done by all the other directors. The criteria for evaluation shall be determined by the Nomination and Remuneration Committee and the same shall be disclosed in the Company's Annual Report. The actual evaluation of each director shall remain confidential.

**9. DISCLOSURES**

During your tenure as Director, you shall promptly notify the Company of any change in your directorships and provide such other disclosures as may be required under the applicable laws. You also agree that in case you become aware of any potential conflict of interest with your position as an Independent Director, you shall promptly disclose the same to the Chairman and the Company Secretary. You shall also make disclosures which may affect your position as an Independent Director.

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**10. CHANGES IN PERSONAL DETAILS**

During your tenure as a Director, you shall promptly notify the Company Secretary and the Ministry of Corporate Affairs, of any changes in your address and contact details.

**11. TERMINATION**

Your directorship shall terminate or cease in accordance with law. Apart from the grounds for termination mentioned in the Act, your directorship may be terminated for violation of any provision of the Company's Code of Conduct as applicable to Non-Executive Directors.

**12. CO-OPERATION**

In the event of any litigation against the Company as a result of any alleged conduct, act or omission on your part during your term, you agree to render all reasonable assistance and cooperation to the Company and provide such information and documents as are necessary and reasonably requested by the Company or its counsel.

We are confident that the Board and the Company will immensely benefit from your rich experience and we are eager to have you as an integral part of the Company's Board to steer the Company through the challenging times and help the Company grow. If these terms are acceptable to you, please confirm your acceptance by signing and returning enclosed copy of this letter.

For **Gammon India Limited**

Sd/-

**Niki Shingade**  
**Company Secretary**

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