



Nitta Gelatin India Limited

(Formerly Kerala Chemicals and Proteins Limited)

Joint venture of Kerala State Industrial Development Corporation Ltd. and Nitta Gelatin Inc.

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Mrs Radha Inni
River View, 21/6
4th Main Road, Gandhi Nagar,
Adayar,
Chennai- 600 020

17.04.2015

Dear Madam,

Sub: Appointment as a Non-Executive Independent Director of Nitta Gelatin India Limited (the "Company") – reg.

We are pleased to inform you that members of the Company at their Extraordinary General Meeting held on 17th April, 2015, have approved your appointment as a Non-Executive Independent Director on the Board of the Company and the said appointment is in accordance with the provisions of Sections 149, 150, 152 read with Schedule IV to the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013 and the Rules made thereunder.

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

1. Term of appointment

You have been appointed for a term upto five years effective from 17th April, 2015, unless terminated earlier or extended, as per the provisions of this letter or applicable laws.

As an Independent Director you are not able to retire by rotation.

2. Role, Duties and Responsibilities

As a member of the Board, you along with other Directors will be collectively responsible for meeting the objectives of the Board which include:

- Help in bringing an independent judgment to bear on the Board's deliberations especially on issues of strategy, performance, risk management, resources management, key appointments and standards of conduct.
- You may be asked to serve on one or more of the Board Committees. The Board may reconstitute the composition of any/all Committees, from time to time, and any such change shall be promptly communicated to you. The terms of reference of each of the Board Committees shall be as envisaged under law and further, as may be decided by the Board.

- Bring an objective view in matters relating to performance of Board and the constituent- Committees.
- Scrutinize the performance of management in achieving pre-determined objectives, and monitor the reporting of performance.
- Ensure the integrity of financial information and satisfy that financial controls and the systems of risk management are adequate and commensurate with the volume of business and size of the Company.
- Safeguard the interests of all stakeholders, particularly the minority shareholders.
- Determine appropriate levels of remuneration of executive directors, key managerial personnel and senior management and intervene proactively in appointing and where necessary recommend removal of executive directors, key managerial personnel and senior management.
- Moderate and arbitrate in the interest of the Company as a whole, in situations of conflict between Management and Shareholders' interest.
- Undertake appropriate induction and regularly update and refresh skills, knowledge and familiarity with the Company. The Company shall suitably fund / arrange for training on all matters which are common to the whole Board.
- Seek appropriate clarifications or amplification of information and where necessary take and follow appropriate professional advice and opinion of outside experts at the expense of the Company.
- Strive to attend all meetings of the Board and of the Board committees of which you are a member and also attend the general meeting of the Company.
- Keep yourself well informed about the Company and the external environment in which it operates.
- Pay adequate attention and ensure that adequate deliberations are held before approving related party transactions and assure that the transactions are entered in the interest of the Company.
- Ascertain and ensure that the Company has an adequate and functional vigil mechanism and that the interests of a person who uses such mechanism are not prejudicially affected on account of such use.
- Where you have any concerns about the running of the Company or a proposed action, ensure that these are addressed by the Board and in case the same is not resolved, insist that your concerns are recorded in the minutes of the Board meeting.
- Report concerns about unethical behavior, actual or suspected fraud or violation of the Company's code of conduct or ethics policy.
- Not disclose confidential information including commercial secrets, technologies, advertising and sales promotion plans, unpublished price sensitive information, unless such disclosure is expressly approved by the Board or required by law.

3. Directors' and Officers' (D and O) Liability Insurance

The Company intends to take Directors' and Officers' Liability Insurance policy and pays premium for the same. It is intended to maintain such insurance cover during the term of your appointment, subject to the terms of such policy in force from time to time. A copy of the policy document can be made available on request.

4. Code of Conduct and Business Ethics for Directors and Senior Management

You have to follow the Company's code of Conduct and Business Ethics for Directors and Senior Management and furnish an annual affirmation on the same.

5. List of actions that are prohibited while functioning as a Director

While functioning as a Director of the Company, you shall not:

- Compromise or allow to compromise "Independence"
- Engage in Insider Trading activities
- Misuse the assets, property, information or any other matter that may be in possession, in the capacity as a Director of the Company.
- Engage in any way (both directly or indirectly) with the competitors.
- Unfairly obstruct the functioning of an otherwise proper Board or committee of the Board or committee of the Board

6. Remuneration

As an Independent Director, you shall be paid sitting fees for attending the meeting 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 payable which 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.

- 7.** As a member of the Board, your performance as well as the performance of the entire Board and its Committee 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. However, the actual evaluation process shall remain confidential and shall be a constructive mechanism to improve the effectiveness of the Board / Committee.

8. Disclosures, Other directorships and business interests

During the term of your appointment, you are requested to notify the Company, of any change in your directorships and such other disclosures and information as may be required under the applicable laws. You are also required to disclose any potential conflict of interest with your position as an independent Director of the Company, which you may come across during the term of your appointment, to the chairman and compliance officer.

During the term of your appointment, you are requested to provide a declaration under section 149 (7) of the Companies Act, 2013, at the first meeting of the Board in every financial year and also whenever there is any change in the circumstances which may effect your status as an Independent Director.

9. Change of personal details

During the term of your appointment, you are requested to intimate the Company secretary in the prescribed manner, of any change in address or other contact and personal details provided to the Company.

10. Termination

Your directorship on the Board of the Company shall terminate or cease in accordance with law. You may resign from the directorship of Company by giving a notice in writing to the Company 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. In case of resignation, a copy of resignation along with detailed reason for the resignation shall be forwarded to the Registrar of Companies within thirty days of resignation.

11. General

- All terms mentioned in this letter of appointment shall be governed by the Companies Act, 2013 and Rules made thereunder and Corporate Governance requirements under the Listing Agreement.
- This letter represents the entire understanding and constitutes the whole agreement between yourself and the Company with respect thereto and without prejudice to the generality of the foregoing, excludes any warranty, condition or other undertaking implied at law or by custom.
- No waiver or modification of this letter shall be valid unless made in writing and signed by you and the Company.

