

To,
Shri J. P. Dange, IAS (R),
21, Yashodhar,
Dinshaw Wachha Road,
Opp. C. C. I., Churchgate,
Mumbai- 400 020

Date: 19th September, 2015

Sub: Appointment as an Independent Director of MITCON Consultancy & Engg. Services Ltd. (the 'Company')

Dear Sir,

We are pleased to confirm your appointment as an Independent Director of the Company (the 'Appointment') with effect from 26th March, 2015, which is pursuant to the provisions of Companies Act, 2013 ('Act') and the Rules made there under and as approved by the shareholders in the 33rd Annual General Meeting of the Company held on 26th August, 2015.

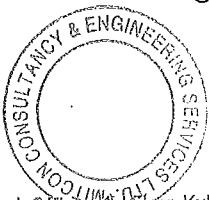
This letter sets out the terms and conditions of your appointment.

1. Appointment

- 1.1 In accordance with the provisions of the Act, the Companies (Appointment and Qualification of Directors) Rules, 2014 and Clause 52 of the Listing Agreement, your appointment has been approved by the shareholders in the 33rd Annual General Meeting of the Company.
- 1.2 The tenure of your Appointment is for a term of five consecutive years with effect from the date of your appointment as an Additional Director i.e. 26th March, 2015. Your appointment is also subject to the maximum permissible directorships that a director can hold as per the provisions of the Act and Clause 52 of the Listing Agreement.
- 1.3 In compliance with the provisions of sub-section (13) of section 149 of the Act, your directorship is not subject to retirement by rotation.

2. Committees of the Board of Directors ('Board')

During your tenure as an Independent Director, you may be asked to serve on one or more of the Board committees. You shall be expected to act in accordance with the terms of reference of the Committee constituted pursuant to the provisions of the Act and Clause 52 of the Listing Agreement.





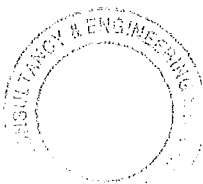
3. Time Commitment

- 3.1 The Company expects a commitment of sufficient time and attention as necessary in order to perform your duties under the Appointment. This will include attendance at regular and emergency Board meetings, Committee meetings and the Annual General Meeting. You may also be required to attend regular meetings of any Board committee of which you are a member. In addition, you will be expected to devote appropriate preparation time ahead of each meeting.
- 3.2 By accepting the Appointment, you confirm that you are able to allocate sufficient time to perform your role as an Independent Director.

4. Role and Duties

Your role and duties will be those normally required of an Independent Director under Schedule IV of the Act and the provisions of the Listing Agreement. The fiduciary duties incidental to your appointment as an Independent Director of the Company are to:

- (1) act in accordance with the Articles of Association of the Company;
- (2) act in good faith in order to promote the objects of the Company for the benefit of its shareholders as a whole, and in the best interests of the Company;
- (3) help in bringing an independent judgment to bear on the Board's deliberations especially on issues of strategy, performance, risk management, resources, key appointments and standards of conduct;
- (4) bring an objective view in the evaluation of the performance of Board and management;
- (5) scrutinize the performance of management in meeting agreed goals and objectives and monitor the reporting of performance;
- (6) satisfy yourself on the integrity of financial information and that financial controls and the systems of risk management are robust and defensible;
- (7) safeguard the interests of all stakeholders, particularly the minority shareholders;
- (8) balance the conflicting interest of the stakeholders;
- (9) determine appropriate levels of remuneration of executive director(s), key managerial personnel and senior management and have a prime role in appointing and where necessary recommend removal of





- executive director(s), key managerial personnel and senior management;
- (10) moderate and arbitrate in the interest of the Company as a whole, in situations of conflict between management and shareholder's interest;
 - (11) accurately report on the performance and financial position of the Company; and
 - (12) ensure compliance with the applicable legislation and regulations under review and the conformity of the practices of the Company to accepted norms.

The duties enlisted hereinabove shall be discharged with due and reasonable care, skill and diligence.

5. **Limitation on discharge of duties**

The discharge of your duties as an Independent Director shall not extend to:

- (1) involving yourself in situations involving a conflict of interest, whether direct or indirect, vis-à-vis the Company;
- (2) achieving or attempting to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates; and
- (3) assigning your office as a director and any assignments so made shall be void.

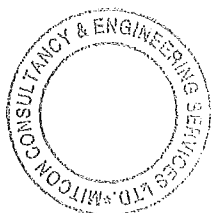
6. **Fees / Commission**

- 6.1 Unless decided otherwise, you will be paid a sitting fee for your services as an Independent Director of Rs. 10,000/- (Rupees Ten Thousand only) or the fees to be decided by the Board of Directors from time to time per meeting of the Board (including Committee meeting thereof) attended as a member.

7. **Reimbursement of Expenses**

- 7.1 In addition to the fee described in 6.1 above, the Company will reimburse you for the following items of expenditure incurred by you for attending meetings namely :

- (1) Travel expenses;





- (2) Hotel accommodation expenses; and
- (3) Out-of-pocket expenses.

7.2 During the Appointment, circumstances may arise in the furtherance of your duties as a director when it will be appropriate for you to seek advice from independent advisors at the Company's expense. The Company will reimburse the full cost of expenditure incurred in accordance with the Company's policy.

8. Information on meetings

8.1 Scheduling and selection of the agenda items

The Board normally meets quarterly. The Company Secretary in consultation with Chairman, Managing Director and Chief Financial Officer prepare and circulate the agenda for the meetings along with explanatory notes. Every Board member is free to suggest the inclusion of items on the agenda. The Board also meets during the annual shareholders' meeting. Additional meetings are held on need basis.

8.2 Availability of information to the Board

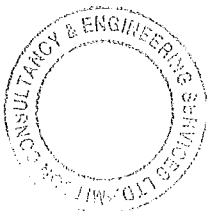
The Board has full and unfettered access to any information of the Company and to any employee of the Company. At the meetings of the Board, the Board may invite the senior management of the Company when additional information on any item on the agenda is required.

8.3 Meetings for Independent Directors

The Board's policy is to have at least one meeting of "independent directors" in a financial year so that they can have full and frank discussion on the performance of the Company, risks faced by the Company and the performance of the executive members of the Board including the Chairman. One of the independent directors presides over such meetings and may invite executive directors or senior management to present the presentations on the relevant issue.

9. Other directorships and business interests

9.1 The Company accepts and acknowledges that you may have business interests other than those of the Company and that you may have declared any conflicts of interest that are apparent at present. In the event that you become aware of any potential conflicts of interest, not declared so far, these may be





disclosed to the Chairman and Company Secretary as soon as they become apparent.

9.2 In the event that your circumstances seem likely to change and might give rise to a conflict of interest or, when applicable, circumstances that might lead the Board to revise its judgement that you are independent, this should be disclosed to both the Chairman and the Secretary.

10. Code of Conduct and other compliances

10.1 You need to comply with various Code of Conducts as adopted by the Company from time to time and such other requirements as the Board may, from time to time, specify.

10.2 During the Appointment, you will comply with any relevant regulations as may be issued by Government of India and such other authorized bodies as set up by the Government on its behalf, including the Code for Independent Directors, Insider Trading Code and such other requirements as the Board, may decide, from time to time specify.

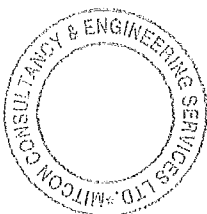
10.3 The Directors are prohibited from the dealing in the Company's shares during which the trading window is closed. Further, directors being designated officers of the Company for the purpose of insider trading guidelines, are to pre-clear all trades (buy/sell/gift) from the Compliance Officer of the Company. You are requested to comply with the applicable insider trading laws and regulations. You are also required to comply with the Company's Code of conduct and ethics.

11. Performance Review' Process

The Board will carry out an evaluation of your performance as per the policy on Board Evaluation as may be applicable from time to time. The policy provides for evaluation of the Board, the Committees of the Board and individual Directors including the Chairman of the Board. As per the policy, the Company will carry out an evaluation of the performance of the Board as a whole, Board Committees and Directors on an annual basis. Your appointment and re-appointment shall be subject to the outcome of the yearly evaluation process. If, in the interim, there are any matters arising in connection with your role as an Independent Director which cause you concern, you may discuss with the Managing Director as soon as appropriate.

12. Directors & Officers Insurance

The Company is intended to maintain Directors' and Officers' Liability Insurance cover for the full term of the Appointment to pay for the personal





liability of directors and officers for claims made against them while serving on the Board and/or as an officer of the Company.

13. **Confidentiality**

13.1 You must apply the highest standards of confidentiality and not disclose to any person or company (whether during the course of the Appointment or at any time after its termination) any confidential information concerning the Company with which you come into contact by virtue of your position as an Independent Director of the Company.

13.2 Your attention is drawn to the requirements under both legislation and regulation as to the disclosure of price-sensitive information. Consequently, you should avoid making any statements that might risk a breach of these requirements without prior clearance from the Chairman or Company Secretary.

14. **Publication of the letter of appointment**

In line with the provisions of the Act, the Company may make public the terms and conditions of this letter on its website at and the same shall be open for inspection at the registered office of the company by any member during normal business hours.

15. **Termination**

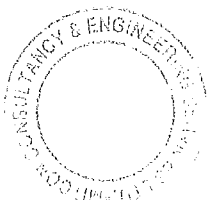
15.1 You may resign from your position at any time before the end of your term of office by giving a notice in writing to the Board.

Continuation of your appointment is contingent on your getting re-elected by the shareholders in accordance with provisions of Act, from time to time in force. You will not be entitled to compensation if the shareholders do not re-elect you at any time or otherwise as a director.

15.2 On termination of the Appointment, you will deliver to the Company all books, documents, papers and other property of or relating to the business of the Company which are in your possession, custody or power by virtue of your position as an Independent Director of the Company.

16. **Governing Law**

This letter of appointment and any non-contractual obligations arising out of or in connection with the same are governed by, and shall be construed in accordance with, the laws of India, and the parties agree to submit to the exclusive jurisdiction of the courts of Pune, India.





IS/ISO 9001:2008 Certified
MITCON
CONSULTANCY & ENGINEERING
SERVICES LTD.

This letter constitutes neither a contract for services nor a service contract.

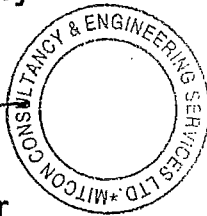
Please confirm your agreement to the above-mentioned terms and conditions by signing and returning to us the enclosed duplicate of this letter.


It is pleasure to have you on Board. I am confident that your association, expertise and advice will immensely benefit the Company and the Board.

Yours sincerely,

For MITCON Consultancy &
Engg. Services Ltd.





 Dr. Pradeep Bavadekar
Managing Director