

IndusInd Media & Communications Ltd.

(An ISO 9001 Certified Company)



July 22, 2014

Shri Prakash Shah
3102, Forum, Uday Baug,
Wanowrite, Pune,
Maharashtra-411 013

Dear Mr. Prakash Shah

Ref: Appointment as an Independent Director of IndusInd Media & Communications Limited ("the Company").

On behalf of the Board of Directors (Board) of the Company, I take immense pleasure in confirming your appointment as an Independent Director of the Company in terms of the applicable provisions of the Companies Act, 2013, ("the Act").

Your appointment and other terms and conditions are subject to Company policy, Articles of Association, the relevant and applicable provisions of the Act read with Schedule IV of the Act and Rules made thereunder and any other applicable law for the time being in force.

The newly enacted companies act, 2013 requires that a company should issue appointment letter to its independent Director. You have already been a member of the Board of our Company IndusInd Media & Communications Ltd. (IMCL) since April 28, 2010 and have been performing your duties as an independent Director.

However in fulfillment of the requirements of the revised law, we are pleased to issue this formal appointment letter to you. This letter will set out the terms of your appointment and your roles, duties, responsibilities and liabilities as an independent Director on the Board of IMCL under the Companies Act, 2013.

Kindly return the duplicate copy of this letter and the terms of appointment enclosed herewith duly signed by you in confirmation.

We look forward to your continued support and guidance.

For IndusInd Media & Communications Ltd.

A .K Das
Chairman
Encl: As above



Registered Office : IN Centre, 49/50, MIDC, 12th Road, Andheri (East), Mumbai - 400 093.
Tel.: (+9122) 2820 8585 • Fax : 2824 8366 / 2824 8367 • E-mail : contact.imcl@incablenet.net
Website : www.indigital.co.in • CIN No. : U92132MH1995PLC085835



HINDUJA GROUP

TERMS AND CONDITIONS:

APPOINTMENT:

- a) The reappointment is for a consecutive term of 5 years commencing from the date of the ensuing Nineteenth Annual General Meeting i.e. September 19, 2014 till the conclusion of the Twenty-Fourth Annual General Meeting i.e. for a period of five years on non- rotational basis unless otherwise terminated earlier by either side in terms of Sec 168 or Sec 169 of the Act as applicable. The appointment is subject to the approval of the Shareholders at the ensuing Annual General Meeting scheduled to be held on September 19, 2014. The reappointment shall be on the basis of report of performance evaluation presented by the other Directors on the Board.
- b) You will strictly abide by the Code for independent Directors detailed in Schedule IV of the Act. The Schedule is enclosed to this letter as per Annexure "A"
- c) The Board may in order to derive benefit out of your rich and varied experience, may request and nominate you to serve on one or more Committees of the Board during your tenure.
- d) The Board expects you to dedicate sufficient time and attention towards the business affairs of the Company and participate actively/ constructively in;
 - all meetings of the Board;
 - Committee(s) in which you are a member or Chairperson;
 - General meetings of the Company; and
 - Annual Meeting of the Independent Directors.
- e) By accepting the Appointment, you confirm that you will be in a position to allocate sufficient time to meet the expectations of your role as an Independent Director.

ROLE:

- a) In addition to the role specified under Schedule IV of the Act (**Annexure A**), you are expected to bring an independent judgment to the Board's deliberations especially on issues of strategy, performance, risk management, resources, key appointments and standards of conduct.
- b) You are further expected to provide an objective view in the evaluation of performance of Board and Management and further scrutinize the performance of Management in meeting agreed goals and objectives.

DUTIES

- a) You will adhere to the below mentioned Duties as specified under Section 166 of the Act in addition to the duties mandated under Schedule IV of the Act:
- i. Subject to the provisions of this Act, shall act in accordance with the articles of the Company.
 - ii. Shall act in good faith in order to promote the objects of the company for the benefit of its members as a whole, and in the best interests of the company, its employees, the shareholders, the community and for the protection of environment.
 - iii. Shall exercise your duties with due and reasonable care, skill and diligence and shall exercise independent judgment.
 - iv. Shall not involve in a situation in which you may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the Company.
 - v. Shall not assign your office and any assignment so made shall be void.
- b) In addition to the above, you shall abide by the Code of Conduct devised by the Company for the Board and Senior Management.

LIABILITIES

- a) As an Independent Director of the Company you shall have the same responsibility like any other Director on the Board. However you shall be held 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.

FEES/ COMMISSION/REIMBURSEMENT OF EXPENSES:

- a) Subject to the provisions of the Act and Articles of Association of the Company, you will be paid a Sitting fee of Rs. 20,000/- for attending every meeting of the Board as a Director and Rs.20,000/- for every Meeting of the Committee as a Member. The Sitting fee payable shall be amended by the Board from time to time as it may deem appropriate.
- b) You shall be paid travelling, hotel accommodation commensurate with your position and other out of pocket expenses incurred in attending and returning from meeting of the Board of Directors or of any Committee thereof or in connection with the business of the Company. You are required to submit

details of expenses together with appropriate receipts so incurred to the Company Secretary.

- c) You shall not be entitled to any Stock Options that may be issued by the Company in future.
- d) During your tenure of appointment as an Independent Director, the Company may seek your professional advice/ service if required on certain issues whenever appropriate, at the Company's expense.

INSURANCE:

The Company will use its best endeavors to maintain appropriate Directors' and Officers' (D&O) liability insurance during your tenure as an Independent Director of the Company.

OTHER COMPLIANCES:

- a) During your tenure as an Independent Director you will comply with all applicable and related provisions of the Act (including any statutory modification or re-enactment thereof) and any other applicable law or regulation in force.
- b) You are requested to maintain limits of Directorship/ Committee membership as required under Section 165 of the Act read with the applicable rules made thereunder. Further you may inform the Company about appointment/cessation of Directorship / committee membership in the requisite format, as provided in **Annexure "B"**.
- c) At the first meeting of the Board in every financial year or whenever there is any change in the circumstances which may affect your status as an independent director, you are required to give a declaration to that effect confirming that you meet the criteria of independence as per "**Annexure C**" to this letter (as required under Section 149(6) of the Act to the effect that you meet the criteria of Independence as required under Section 149 (7) of the Act.)
- d) You are requested to furnish disclosure of interest to the Company as required under Section 184 and 164 (2) of the Act.
- e) You shall attend the Annual meeting of Independent Directors and discuss the agenda as provided in Schedule IV of the Act.
- f) During your tenure with the Company in case you get disqualified as provided in Sec 164 (1) of the Act, you are requested to intimate the Company.

- g) You are requested to maintain your maximum number of directorships/committee membership/Chairman of the Committee as required under Sec 165 of the Act.
- h) You are also requested to ensure that the conditions as prescribed under Sec 167 of the Act are not violated resulting in vacation of your office.

TRAINING:

On an ongoing basis, the Company/ HR department will make arrangements for you to develop and refresh your skills and knowledge in areas which we mutually identify as being likely to be required, or of benefit to you, in carrying out your duties effectively. You shall endeavor to make yourself available for any relevant training sessions which may be organized by the Company in this regard.

CONFIDENTIALITY:

- a) You acknowledge that all information acquired during your appointment is confidential to the Company and should not be released, communicated, nor disclosed either during your appointment or following termination (by whatever means), to third parties without prior clearance from the Board of Directors of the Company.
- b) Your attention is drawn to the requirements under the law, applicable regulations and the Company policy towards disclosure of price sensitive information. You shall abide by the Code of Insider Trading devised by the Company and strictly avoid making any statements that might risk a breach of these requirements without the prior clearance from Company Secretary.
- c) Upon termination of your appointment with the Company (for whatever cause), you shall deliver to the Company all documents, records, papers or other company property which may be in your possession or under your control, and which relate in any way to the business affairs of the Company, and you shall not retain any copies thereof.

REVIEW PROCESS:

- a) Your performance as an Independent Director will be evaluated by the Board of Directors as per the evaluation criteria laid down by the Nomination and Remuneration Committee of the Company.
- b) After due review of your performance, it shall be determined whether to extend or continue your term.

PUBLICATION OF LETTER OF APPOINTMENT:

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

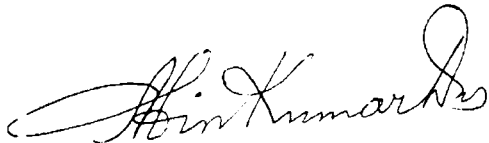
India, and the parties agree to submit to the exclusive jurisdiction of the courts of Mumbai.

In terms of Schedule IV of the Act, your letter of appointment will be displayed at the Company's website; www.indigital.co.in and the same shall be open for inspection at the Registered Office of the Company by any member during normal business hours.

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

Yours sincerely

For IndusInd Media & Communications Ltd.



Mr. A. K. Das
Chairman

I hereby confirm and agree to the terms of my appointment as an Independent Director of the Company as set out in this letter.



(Signature)

Mr. Prakash Shah



August 8, 2014

Mrs. Kanchan Uday Chitale
167/C, Poonawadi
Dr. Ambedkar Road, Dadar
Mumbai – 400 014

Dear Mrs. Kanchan Chitale

Ref: Appointment as an Independent Director of IndusInd Media & Communications Limited ("the Company").

On behalf of the Board of Directors (Board) of the Company, I take immense pleasure in confirming your appointment as an Additional, Non Executive, Independent Director of the Company in terms of the applicable provisions of the Companies Act, 2013, ("the Act").

Your appointment and other terms and conditions are subject to Company policy, Articles of Association, the relevant and applicable provisions of the Act read with Schedule IV of the Act and Rules made thereunder and any other applicable law for the time being in force.

The newly enacted companies act, 2013 requires that a company should issue appointment letter to its independent Director. We are pleased to issue this formal appointment letter to you. This letter will set out the terms of your appointment and your roles, duties, responsibilities and liabilities as an independent Director on the Board of IMCL under the Companies Act, 2013.

Kindly return the duplicate copy of this letter and the terms of appointment enclosed herewith duly signed by you in confirmation.

We look forward to your continued support and guidance.

For IndusInd Media & Communications Ltd.

A .K Das
Chairman
Encl: As above



Registered Office : IN Centre, 49/50, MIDC, 12th Road, Andheri (East), Mumbai - 400 093.
Tel.: (+9122) 2820 8585 • Fax : 2824 8366 / 2824 8367 • E-mail : contact.imcl@incablenet.net
Website : www.indigital.co.in • CIN No.: U92132MH1995PLC085835



HINDUJA GROUP

IndusInd Media & Communications Ltd.

(An ISO 9001 Certified Company)



TERMS AND CONDITIONS:

APPOINTMENT:

- a) The appointment is for a consecutive term of 5 years commencing from August 8, 2014 up to the conclusion of the Twenty-Fourth Annual General Meeting i.e for a period of five years on non- rotational basis unless otherwise terminated earlier by either side in terms of Sec 168 or Sec 169 of the Act as applicable. The appointment is subject to the approval of the Shareholders at the ensuing Annual General Meeting scheduled to be held on September 19, 2014. The reappointment shall be on the basis of report of performance evaluation presented by the other Directors on the Board.
- b) You will strictly abide by the Code for independent Directors detailed in Schedule IV of the Act. The Schedule is enclosed to this letter as per **Annexure "A"**
- c) The Board may in order to derive benefit out of your rich and varied experience, may request and nominate you to serve on one or more Committees of the Board during your tenure.
- d) The Board expects you to dedicate sufficient time and attention towards the business affairs of the Company and participate actively/ constructively in;
 - all meetings of the Board;
 - Committee(s) in which you are a member or Chairperson;
 - General meetings of the Company; and
 - Annual Meeting of the Independent Directors.
- e) By accepting the Appointment, you confirm that you will be in a position to allocate sufficient time to meet the expectations of your role as an Independent Director.

ROLE:

- a) In addition to the role specified under Schedule IV of the Act (**Annexure A**), you are expected to bring an independent judgment to the Board's deliberations especially on issues of strategy, performance, risk management, resources, key appointments and standards of conduct.
- b) You are further expected to provide an objective view in the evaluation of performance of Board and Management and further scrutinize the performance of Management in meeting agreed goals and objectives.



Registered Office : IN Centre, 49/50, MIDC, 12th Road, Andheri (East), Mumbai - 400 093.
Tel.: (+9122) 2820 8585 • Fax : 2824 8366 / 2824 8367 • E-mail : contact.imcl@incablenet.net
Website : www.indigital.co.in • CIN No.: U92132MH1995PLC085835



HINDUJA GROUP

IndusInd Media & Communications Ltd.

(An ISO 9001 Certified Company)



DUTIES

- a) You will adhere to the below mentioned Duties as specified under Section 166 of the Act in addition to the duties mandated under Schedule IV of the Act:
 - i. Subject to the provisions of this Act, shall act in accordance with the articles of the Company.
 - ii. Shall act in good faith in order to promote the objects of the company for the benefit of its members as a whole, and in the best interests of the company, its employees, the shareholders, the community and for the protection of environment.
 - iii. Shall exercise your duties with due and reasonable care, skill and diligence and shall exercise independent judgment.
 - iv. Shall not involve in a situation in which you may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the Company.
 - v. Shall not assign your office and any assignment so made shall be void.
- b) In addition to the above, you shall abide by the Code of Conduct devised by the Company for the Board and Senior Management.

LIABILITIES

- a) As an Independent Director of the Company you shall have the same responsibility like any other Director on the Board. However you shall be held 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.

FEES/ COMMISSION/REIMBURSEMENT OF EXPENSES:

- a) Subject to the provisions of the Act and Articles of Association of the Company, you will be paid a Sitting fee of Rs. 20,000/- for attending every meeting of the Board as a Director and Rs.20,000/- for every Meeting of the Committee as a Member. The Sitting fee payable shall be amended by the Board from time to time as it may deem appropriate.
- b) You shall be paid travelling, hotel accommodation commensurate with your position and other out of pocket expenses incurred in attending and returning from meeting of the Board of Directors or of any Committee thereof or in connection with the business of the Company. You are required to submit



Registered Office : IN Centre, 49/50, MIDC, 12th Road, Andheri (Eas^t), Mumbai - 400 093.

Tel.: (+9122) 2820 8585 • Fax : 2824 8366 / 2824 8367 • E-mail : contact.imcl@incablenet.net

Website : www.indigital.co.in • CIN No.: U92132MH1995PLC085835



HINDUJA GROUP

IndusInd Media & Communications Ltd.

(An ISO 9001 Certified Company)



details of expenses together with appropriate receipts so incurred to the Company Secretary.

- c) You shall not be entitled to any Stock Options that may be issued by the Company in future.
- d) During your tenure of appointment as an Independent Director, the Company may seek your professional advice/ service if required on certain issues whenever appropriate, at the Company's expense.

INSURANCE:

The Company will use its best endeavors to maintain appropriate Directors' and Officers' (D&O) liability insurance during your tenure as an Independent Director of the Company.

OTHER COMPLIANCES:

- a) During your tenure as an Independent Director you will comply with all applicable and related provisions of the Act (including any statutory modification or re-enactment thereof) and any other applicable law or regulation in force.
- b) You are requested to maintain limits of Directorship/ Committee membership as required under Section 165 of the Act read with the applicable rules made thereunder. Further you may inform the Company about appointment/cessation of Directorship / committee membership in the requisite format, as provided in **Annexure "B"**.
- c) At the first meeting of the Board in every financial year or whenever there is any change in the circumstances which may affect your status as an independent director, you are required to give a declaration to that effect confirming that you meet the criteria of independence as per "**Annexure C**" to this letter (as required under Section 149(6) of the Act to the effect that you meet the criteria of Independence as required under Section 149 (7) of the Act.)
- d) You are requested to furnish disclosure of interest to the Company as required under Section 184 and 164 (2) of the Act.
- e) You shall attend the Annual meeting of Independent Directors and discuss the agenda as provided in Schedule IV of the Act.
- f) During your tenure with the Company in case you get disqualified as provided in Sec 164 (1) of the Act, you are requested to intimate the Company.



Registered Office : IN Centre, 49/50, MIDC, 12th Road, Andheri (East), Mumbai - 400 093.
Tel.: (+9122) 2820 8585 • Fax : 2824 8366 / 2824 8367 • E-mail : contact.imcl@incablenet.net
Website : www.indigital.co.in • CIN No.: U92132MH1995PLC085835



HINDUJA GROUP

IndusInd Media & Communications Ltd.

(An ISO 9001 Certified Company)



g) You are requested to maintain your maximum number of directorships/committee membership/Chairman of the Committee as required under Sec 165 of the Act.

h) You are also requested to ensure that the conditions as prescribed under Sec 167 of the Act are not violated resulting in vacation of your office.

TRAINING:

On an ongoing basis, the Company/ HR department will make arrangements for you to develop and refresh your skills and knowledge in areas which we mutually identify as being likely to be required, or of benefit to you, in carrying out your duties effectively. You shall endeavor to make yourself available for any relevant training sessions which may be organized by the Company in this regard.

CONFIDENTIALITY:

- a) You acknowledge that all information acquired during your appointment is confidential to the Company and should not be released, communicated, nor disclosed either during your appointment or following termination (by whatever means), to third parties without prior clearance from the Board of Directors of the Company.
- b) Your attention is drawn to the requirements under the law, applicable regulations and the Company policy towards disclosure of price sensitive information. You shall abide by the Code of Insider Trading devised by the Company and strictly avoid making any statements that might risk a breach of these requirements without the prior clearance from Company Secretary.
- c) Upon termination of your appointment with the Company (for whatever cause), you shall deliver to the Company all documents, records, papers or other company property which may be in your possession or under your control, and which relate in any way to the business affairs of the Company, and you shall not retain any copies thereof.

REVIEW PROCESS:

- a) Your performance as an Independent Director will be evaluated by the Board of Directors as per the evaluation criteria laid down by the Nomination and Remuneration Committee of the Company.
- b) After due review of your performance, it shall be determined whether to extend or continue your term.



Registered Office : IN Centre, 49/50, MIDC, 12th Road, Andheri (East), Mumbai - 400 093.
Tel.: (+9122) 2820 8585 • Fax : 2824 8366 / 2824 8367 • E-mail : contact.imcl@incablenet.net
Website : www.indigital.co.in • CIN No.: U92132MH1995PLC085835



HINDUJA GROUP

IndusInd Media & Communications Ltd.

(An ISO 9001 Certified Company)



PUBLICATION OF LETTER OF APPOINTMENT:

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 to the exclusive jurisdiction of the courts of Mumbai.

In terms of Schedule IV of the Act, your letter of appointment will be displayed at the Company's website; www.indigital.co.in and the same shall be open for inspection at the Registered Office of the Company by any member during normal business hours.

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

Yours sincerely

For IndusInd Media & Communications Ltd.

A handwritten signature in black ink, appearing to read 'A. K. Das', written over a horizontal line.

Mr. A. K. Das
Chairman

I hereby confirm and agree to the terms of my appointment as an Independent Director of the Company as set out in this letter.

A handwritten signature in black ink, appearing to read 'Kanchan Chitale', written over a horizontal line.

(Signature)

Mrs. Kanchan Chitale



Registered Office : IN Centre, 49/50, MIDC, 12th Road, Andheri (East), Mumbai - 400 093.
Tel.: (+9122) 2820 8585 • Fax : 2824 8366 / 2824 8367 • E-mail : contact.imcl@incablenet.net
Website : www.indigital.co.in • CIN No.: U92132MH1995PLC085835



HINDUJA GROUP

August 3, 2015

Ms. Bhumika Batra
32, Moody Street,
Fort, Mumbai-400001
Maharashtra

Dear Ms. Bhumika Batra

Ref: Appointment as an Independent Director of IndusInd Media & Communications Limited ("the Company").

On behalf of the Board of Directors (Board) of the Company, I take immense pleasure in confirming your appointment as an Additional, Non Executive, Independent Director of the Company in terms of the applicable provisions of the Companies Act, 2013, ("the Act").

Your appointment and other terms and conditions are subject to Company policy, Articles of Association, the relevant and applicable provisions of the Act read with Schedule IV of the Act and Rules made thereunder and any other applicable law for the time being in force.

The newly enacted Companies Act, 2013 requires that a company should issue appointment letter to its independent Director. We are pleased to issue this formal appointment letter to you. This letter will set out the terms of your appointment and your roles, duties, responsibilities and liabilities as an independent Director on the Board of IMCL under the Companies Act, 2013.

Kindly return the duplicate copy of this letter and the terms of appointment enclosed herewith duly signed by you in confirmation.

We look forward to your continued support and guidance.

For IndusInd Media & Communications Ltd.



A .K Das
Chairman
Encl: As above

TERMS AND CONDITIONS:**APPOINTMENT:**

- a) The appointment is for a consecutive term of 5 years commencing from August 3, 2015 up to the conclusion of the Twenty-Fifth Annual General Meeting i.e for a period of five years on non- rotational basis unless otherwise terminated earlier by either side in terms of Sec 168 or Sec 169 of the Act as applicable. The appointment is subject to the approval of the Shareholders at the ensuing Annual General Meeting scheduled to be held on September 21, 2015. The reappointment shall be on the basis of report of performance evaluation presented by the other Directors on the Board.
- b) You will strictly abide by the Code for independent Directors detailed in Schedule IV of the Act. The Schedule is enclosed to this letter as per **Annexure "A"**
- c) The Board may in order to derive benefit out of your rich and varied experience, may request and nominate you to serve on one or more Committees of the Board during your tenure.
- d) The Board expects you to dedicate sufficient time and attention towards the business affairs of the Company and participate actively/ constructively in;
 - all meetings of the Board;
 - Committee(s) in which you are a member or Chairperson;
 - General meetings of the Company; and
 - Annual Meeting of the Independent Directors.
- e) By accepting the Appointment, you confirm that you will be in a position to allocate sufficient time to meet the expectations of your role as an Independent Director.

ROLE:

- a) In addition to the role specified under Schedule IV of the Act (**Annexure A**), you are expected to bring an independent judgment to the Board's deliberations especially on issues of strategy, performance, risk management, resources, key appointments and standards of conduct.
- b) You are further expected to provide an objective view in the evaluation of performance of Board and Management and further scrutinize the performance of Management in meeting agreed goals and objectives.

DUTIES

- a) You will adhere to the below mentioned Duties as specified under Section 166 of the Act in addition to the duties mandated under Schedule IV of the Act:
- i. Subject to the provisions of this Act, you shall act in accordance with the articles of the Company.
 - ii. Shall act in good faith in order to promote the objects of the company for the benefit of its members as a whole, and in the best interests of the company, its employees, the shareholders, the community and for the protection of environment.
 - iii. Shall exercise your duties with due and reasonable care, skill and diligence and shall exercise independent judgment.
 - iv. Shall not involve in a situation in which you may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the Company.
 - v. Shall not assign your office and any assignment so made shall be void.
- b) In addition to the above, you shall abide by the Code of Conduct devised by the Company for the Board and Senior Management.

LIABILITIES

- a) As an Independent Director of the Company you shall have the same responsibility like any other Director on the Board. However you shall be held 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.

FEES/ COMMISSION/REIMBURSEMENT OF EXPENSES:

- a) Subject to the provisions of the Act and Articles of Association of the Company, you will be paid a Sitting fee of Rs. 50,000/- for attending every meeting of the Board as a Director. In case you are nominated as member of Board Committees, the fees shall be Rs.50000/-for Audit committee, Rs.25000 for Nomination and Remuneration Committee (NRC) and Nil for Corporate Social Responsibility Committee (CSR). The Sitting fee payable shall be amended by the Board from time to time as it may deem appropriate.

- b) You shall be paid travelling, hotel accommodation commensurate with your position and other out of pocket expenses incurred in attending and returning from meeting of the Board of Directors or of any Committee thereof or in connection with the business of the Company. You are required to submit details of expenses together with appropriate receipts so incurred to the Company Secretary.
- c) You shall not be entitled to any Stock Options that may be issued by the Company in future.
- d) During your tenure of appointment as an Independent Director, the Company may seek your professional advice/ service if required on certain issues whenever appropriate, at the Company's expense.

INSURANCE:

The Company will use its best endeavors to maintain appropriate Directors' and Officers' (D&O) liability insurance during your tenure as an Independent Director of the Company.

OTHER COMPLIANCES:

- a) During your tenure as an Independent Director you will comply with all applicable and related provisions of the Act (including any statutory modification or re-enactment thereof) and any other applicable law or regulation in force.
- b) You are requested to maintain limits of Directorship/ Committee membership/Chairman of the Committee as required under Section 165 of the Act read with the applicable rules made thereunder. Further you may inform the Company about appointment/cessation of Directorship / committee membership in the requisite format as provided in **Annexure "B"**.
- c) At the first meeting of the Board in every financial year or whenever there is any change in the circumstances which may affect your status as an independent director, you are required to give a declaration to that effect confirming that you meet the criteria of independence as per "**Annexure C**" to this letter (as required under Section 149(6) of the Act to the effect that you meet the criteria of Independence as required under Section 149 (7) of the Act.)
- d) You are requested to furnish disclosure of interest to the Company as required under Section 184 and 164 (2) of the Act.
- e) You shall attend the Annual meeting of Independent Directors and discuss the agenda as provided in Schedule IV of the Act.

- f) During your tenure with the Company in case you get disqualified as provided in Sec 164 (1) of the Act, you are requested to intimate the Company.

- g) You are also requested to ensure that the conditions as prescribed under Sec 167 of the Act are not violated resulting in vacation of your office.

TRAINING:

On an ongoing basis, the Company/ HR department will make arrangements for you to develop and refresh your skills and knowledge in areas which we mutually identify as being likely to be required, or of benefit to you, in carrying out your duties effectively. You shall endeavor to make yourself available for any relevant training sessions which may be organized by the Company in this regard.

CONFIDENTIALITY:

- a) You acknowledge that all information acquired during your appointment is confidential to the Company and should not be released, communicated, nor disclosed either during your appointment or following termination (by whatever means), to third parties without prior clearance from the Board of Directors of the Company.

- b) Your attention is drawn to the requirements under the law, applicable regulations and the Company policy towards disclosure of price sensitive information. You shall abide by the Code of Insider Trading devised by the Holding Listed Company, Hinduja Ventures Limited and strictly avoid making any statements that might risk a breach of these requirements without the prior clearance from Company Secretary.

- c) Upon termination of your appointment with the Company (for whatever cause), you shall deliver to the Company all documents, records, papers or other company property which may be in your possession or under your control, and which relate in any way to the business affairs of the Company, and you shall not retain any copies thereof.

REVIEW PROCESS:

- a) Your performance as an Independent Director will be evaluated by the Board of Directors as per the evaluation criteria laid down by the Nomination and Remuneration Committee of the Company.

- b) After due review of your performance, it shall be determined whether to extend or continue your term.

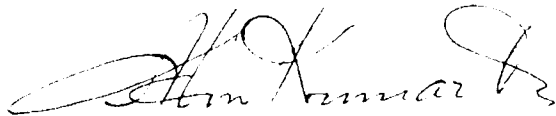
PUBLICATION OF LETTER OF APPOINTMENT:

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 to the exclusive jurisdiction of the courts of Mumbai.

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

Yours sincerely

For IndusInd Media & Communications Ltd.

A handwritten signature in black ink, appearing to read 'A. K. Das', with a large, stylized initial 'A' and 'K'.

Mr. A. K. Das
Chairman