



मंगलूर रिफाइनरी एण्ड पेट्रोकेमिकल्स लिमिटेड

MANGALORE REFINERY AND PETROCHEMICALS LIMITED

अनुसूची 'अ' के अंतर्गत भारत सरकार का उद्यम SCHEDULE A GOVT. OF INDIA ENTERPRISE.
(ऑयल एण्ड नेचुरल गैस कॉर्पोरेशन लिमिटेड की सहायक कंपनी A SUBSIDIARY OF OIL AND NATURAL GAS CORPORATION LIMITED)
CIN : L23209KA1988GOJ008959

पंजीकृत कार्यालय : कुत्तेर पोस्ट, वाया काटीपल्ला मंगलूर - 575 030 (भारत) दूरभाष: 0824-2270400, फैक्स: 0824-2271404, E-mail: mrrpimir@mrpl.co.in
Regd. Office : Kuthethoor P.O. Via Katipalla, Mangaluru - 575 030 (India) Tel. : 0824-2270400 Fax : 0824-2271404 Website : www.mrpl.co.in
आई.एस.ओ. 9001, 14001 एवं 50001 प्रमाणित कंपनी AN ISO 9001, 14001 AND 50001 CERTIFIED COMPANY

11/09/2017

Shri Sewa Ram
Independent Director

Dear Sir,

This is to inform that pursuant to Ministry of Petroleum & Natural Gas, letter No. C-31034/2/2017-CA/FTS: 49128 Dated 8th September, 2017 the Board of Directors (the Board) of the Company has inducted you as a Non-Official Independent Director on the Board of Directors of Mangalore Refinery and Petrochemicals Limited (hereinafter referred to as MRPL or the Company) with effect from 8th September, 2017 for a period of 3 years or until further orders (Copy of letter enclosed).

The terms of your Appointment are as follows:

1. Appointment

- Your appointment is subject to the provisions of the Companies Act, 2013 and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.
- The term "Independent Director" should be construed as defined under the Companies Act, 2013.
- The company has adopted the provisions with respect to appointment and tenure of Independent Directors which is consistent with the Companies Act, 2013, DPE guidelines on Corporate Governance for CPSEs (Central Public Sector Enterprises).
- To Facilitate the functioning of the Board, there are Board Level Committees which have been constituted to recommend to the Board on various Agenda items / Policy related issues.

2. Expectations of the Board

- As a Non- Official Independent Director, you are expected to bring objectivity and independence of view to the Board's discussions and to provide the Board with effective leadership in relation to the Company's Strategy, Performance, Risk Management as well as ensuring high standards of financial probity and Corporate Governance.

बेंगलूरु कार्यालय : प्लॉट न. A-1, - के.एस.एस.आई.डी.सी. प्रशासनिक कार्यालय भवन के सामने, इंडस्ट्रीयल एस्टेट, राजाजीनगर, बेंगलूरु -560 010
Bengaluru Office: Plot A-1, Opp. KSSIDC A. O.-Building, Industrial Estate, Rajajinagar, Bengaluru - 560 010.
दूरभाष : Tel: (का.) (O) 080-22642200, फैक्स Fax : 080 - 23505501

दिल्ली कार्यालय : एल.जी.एफ., मर्कन्टाइल हाउस 15 के.जी. मार्ग, नई दिल्ली -110 001 दूरभाष: 011-23463100, फैक्स: 23463201
Delhi Office : LGF, Mercantile House, 15, Kasturba Gandhi Marg, New Delhi - 110 001. Tel.: 011-23463100, Fax: 23463201
मुंबई कार्यालय : मेकर्स टॉवर 'ई' विंग 15वां तल, कफ परेड कोलाबा, मुंबई - 400 005. दूरभाष: 022-22173000, फैक्स: 22173233
Mumbai Office : Makers Tower, 'E' Wing, 15th Floor, Cuffeparade, Colaba, Mumbai-400 005. Tel.: 022-22173000, Fax : 22173233

- b) We request you to attend Board, Board Committees to which you have been appointed in addition to the Shareholders meetings. We request you to devote such time, as appropriate to discharge your duties effectively and to meet the expectations from your role to the satisfaction of the Board. The Board meets at least four times in a year, besides there are other meetings of various Board level Committees which are ordinarily convened to coincide with the Board meeting.

3. Role and duties

Your role and duties will be those normally required of a Non-Official Independent Director under the Companies Act, 2013 and SEBI Listing Regulations. There are certain duties prescribed for all Directors, both Executive and Non-executive, which are fiduciary in nature and are as under:

- I. You shall act in accordance with the Company's Articles of Association;
- II. You 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 interest of the Company;
- III. You shall discharge your duties with due and reasonable care, skill and diligence;
- IV. You shall not involve yourself in a situation in which you may have a direct or indirect conflict of interest or possibly may conflict with the interests of the Company;
- V. You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates;

In addition to the above requirements, your role, functions and duties as Independent Director of the Company shall be in accordance with the Code for Independent Directors prescribed under the Companies Act, 2013.

4. Status of Appointment

You will not be an employee of the Company and this letter shall not constitute a contract of employment.

5. Code of Conduct for Directors

We request you to adhere to the Code of Conduct and:

- a) Uphold ethical standards of integrity and probity;
- b) Act objectively and constructively while exercising your duties;
- c) Exercise your responsibilities in a bona fide manner in the interest of the company;
- d) Devote sufficient time and attention to your professional obligations for informed and balanced decision making;
- e) Not allow any extraneous considerations that will vitiate your exercise of objective independent judgement in the paramount interest of the company as a whole, while concurring in or dissenting from the collective judgement of the Board in its decision making;

- f) Not abuse your position to the detriment of the company or its shareholders or for the purpose of gaining direct or indirect personal advantage or advantage for any associated person;
- g) Refrain from any action that would lead to loss of your independence;

An acknowledgement in respect of Code of Conduct for Board Members and Senior Management is enclosed for your signature.

6. Conflict of Interest

It is accepted and acknowledged that you may have business interests other than those of the Company. As a condition to your appointment, you are required to declare any such directorships, appointments and interests to the Board in writing in the prescribed form within 15 days of your appointment. Further, you are also required to give a declaration of Independence in terms of Section 149(7) of the Companies Act, 2013.

7. Confidentiality

All information's acquired during your tenure will be kept as confidential and shall not be released, either during your appointment or following cessation of term to third parties without prior approval from the Chairman, MRPL unless required by law or by the rules of any Stock Exchange or Regulatory Body.

Further, we request you not to 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.

Your attention is also drawn to the requirements under the applicable regulations and the Prevention of Insider Trading “**The code of Internal Procedures and Conduct for prohibition of insider trading in dealing with the securities of MRPL**” which concern the disclosure of price sensitive information and dealing in the securities of MRPL. Consequently, we request you to avoid making any statements or performing any transactions that might risk a breach of these requirements without prior clearance from the Chairman, MRPL.

An Initial Disclosure in Form B as required under the Code is enclosed for your signature.

8. Remuneration

- a) You will be paid such remuneration by way of sitting fees for meetings of the Board and its Committees as may be decided by the Board.

- b) The sitting fees presently payable to the Independent Director is ₹ 40,000/- per meeting of the Board and ₹ 30,000 per Committee meeting of the Board thereof.
- c) You shall not be entitled to receive any remuneration other than the aforesaid fee and reimbursement of expenses, for attending the meetings of the Board or any committee thereof or for any other purpose as decided by the Board.
- d) In addition to the remuneration described above, the Company will, for the period of your appointment, reimburse for travel and accommodation while travelling for attending meetings of Board and Board Committees.

9. Inspection

The terms and conditions of your appointment shall be open for inspection at the Registered Office of the Company by any member during normal business hours.

10. Induction

You will be invited to attend ongoing training and familiarization sessions, including briefings from management and site visits which will enable you to take informed decisions during the discharge of your duties. We urge you to attend the same.

11. Insurance

MRPL has Directors' and Officers' Liability insurance which shall cover the full term of your appointment.

12. Independent Professional Advice

There may be occasions when you consider that you need professional advice in furtherance of your duties as a Director and it is deemed appropriate/ necessary to consult independent advisers at the Company's expense. The Company will reimburse the full cost of expenditure incurred on the engagement of such advice in accordance with the Company's policy.

13. Disclosure of Interest

The Company is required to include in its Annual Accounts a note of any material interest that a Director may have in any transaction or arrangement that the Company has entered into. Therefore, any such interest should be disclosed no later than when the transaction or arrangement comes up at a Board meetings so that the minutes may record your interest appropriately. A general notice disclosing your interest in any contract with a particular person, firm or company is acceptable.

Form MBP-1 in respect of disclosure of interest is enclosed for your signature.

14. Termination

Your appointment shall be for a period of three years from the date of notification i.e. 8th September 2017 or until further orders, whichever is earlier.

15. Governing Law

This letter is governed by and will be interpreted in accordance with Indian law. If the terms of appointment as a Non-official Independent Director of MRPL is acceptable to you, kindly confirm your acceptance of these terms by signing and returning to us the **duplicate** copy of this letter.

16. Website

The above stated terms and conditions shall be posted on the Company's website at www.mrpl.co.in.

Yours sincerely

**For and on behalf of
Mangalore Refinery and Petrochemicals Limited**


**(Dinesh Mishra)
Company Secretary**

Encl: As above

ACKNOWLEDGEMENT

I, SEWA RAM. hereby acknowledge receipt of and accept the terms set out in this letter.

Signature:



Name: Shri Sewa Ram

DIN: 01652464.

Date: 12/12/2017.