

Date:

Mr _____

_____,'

_____,'

LETTER OF APPOINTMENT

On behalf of the Company, I am happy to confirm your appointment as an Independent Director on the Board of the Company. Your appointment as an Independent Director will be for a period of five consecutive years from the date of the Annual General Meeting held on _____.

The detailed terms of your appointment as an Independent Director are set out in the Annexure to this letter. We look forward to your continued valuable contributions in shaping the decisions and strategies of AIS.

Thanking you

Yours faithfully

For Asahi India Glass Limited

ANNEXURE

THE TERM OF APPOINTMENT:

The term of appointment of an Independent Director shall be in accordance with the approval of shareholders.

MEMBERSHIP OF COMMITTEES:

An Independent Director may be appointed on the Committee of the Board, existing or as may be formed, from time to time and shall be guided by the terms of reference of such Committees.

EXPECTATION OF BOARD / BOARD-LEVEL COMMITTEE:

An Independent Director is expected to adhere to governance standards and professional conduct as prescribed in the law and "AIS Code of Conduct for Board Members and Senior Management". An Independent Director shall strive to attend all Board/Committee meeting and provide his valuable contributions and independent judgment in shaping key decisions, strategies, performance and risk evaluations, in the interest of AIS and its stakeholders.

DUTIES AND RESPONSIBILITIES:

An Independent Director shall fulfill the Duties and responsibilities in accordance with the provisions of the Companies Act, 2013.

CODE OF BUSINESS ETHICS:

AIS has in place, a Code of Conduct for Board Members and Senior Management, that duly lists the expectations of the AIS Board from a Director, along with the fiduciary duties that accompany such an appointment. Every Director is required to give an annual declaration of having abided by this Code of Conduct.

In addition, every Independent Director is, at the time of appointment and annually thereafter, required to give a declaration that he/she meets the criteria of independence as provided in the Companies Act, 2013.

RESTRICTIONS:

The Company acknowledges that an Independent Director may have business interest other than those of the Company and hence have a duty to disclose any interest in a proposed/existing transaction or arrangement with the Company. In the event of any potential conflict of interest, these should be disclosed to the Board as soon as they become apparent.

Attention is also drawn to the requirements under both legislation and regulation as to the disclosure of price-sensitive information. Consequently, an Independent Director should refrain from making any statements that might risk a breach of these requirements.

An Independent Director shall also abide by the SEBI (Insider Trading Regulations) and AIS Insider Trading Code, which is applicable to all Directors of AIS.

REMUNERATION:

The annual remuneration for each year will be governed by the Company's policy on profit related commission payable to its Non-Executive Directors, which policy has been approved by the Board of Directors and shall be within the overall limits approved by the shareholders of the Company.

In addition to the above, an independent Director shall also be paid sitting fees as may be decided by the Board, from time to time, for attending the Meetings of the Board and Committees, as may be applicable.

Upon termination or upon resignation for any reason, no fee will be payable in respect of unexpired portion of the term of appointment.