

MUTHOOT HOMEFIN (INDIA) LIMITED

The terms and conditions of appointment of the Independent Directors of Muthoot Homefin (India) Limited in accordance with the requirements of Schedule IV to the Companies Act, 2013:

Members of our Company have appointed Mr. Kariath George John and Mr. Jose Kurian as Independent Directors of the Company at the Annual General Meeting held on 07th September 2015

The Terms and Conditions of appointment of Independent Directors:

I. Term:

The appointment is for an initial term of 5 years, commencing from 07th September 2015 Unless the appointment is renewed on or prior to the termination date, he will cease to hold office as a director of the Company immediately after the termination date. As an Independent Director he shall not be liable to retire by rotation.

II. Other Terms and Conditions

1. Committees:

- i. During the Term, the Independent Director may be required to serve on one or more of the committees of the Board, as the Board may decide.
- ii. He is appointed as an independent non-executive director and will be identified as such in the annual report and other documentation of the Company. If circumstances change, and he believes that his independence will be in doubt, he should discuss the same with the Chairman of the Company as soon as practicable.

2. Duties and Liabilities:

- i. The Independent Director will perform his fiduciary duties in a responsible manner and his general legal responsibilities to the Company will be at par with a non-executive director.
- ii. The Independent Director shall act in accordance with the Articles of Association of the Company and while discharging his duties, comply with the requirements of Section 166 and Schedule IV of the Companies Act, 2013.
- iii. The Independent Director shall be held liable only in respect of such acts of omission or commission by the Company which have occurred with his knowledge, attributable through Board processes, and with his consent or where he has not acted diligently.

3. Code for Independent Directors:

- i. The Company has relied on the declaration of the Independent Director that he meets the criteria of independence as provided in Section 149(6) the Act
- ii. The Independent Director shall be required to abide by the guidelines as to professional conduct for independent directors as set out in Section 149(8) read with Schedule IV to the Act.

4. Restrictions:

During the Term, the Independent Director is expected not to take up directorship in any company (whether in India or abroad) engaged in the same or similar businesses as that of the Company or in a company, business or undertaking which competes or is likely to compete with the Company or which could otherwise potentially give rise to a conflict with his duties with the Company. In

the event that the Independent Director becomes aware of any potential conflicts of interest, or in case of doubt, he should consult the Chairman of the Company as soon as practicable.

5. Time Commitment:

By accepting the Appointment, the Independent Director confirms that he will be able to allocate sufficient time to perform his duties as a director and attend meetings of the Board or any committee thereof. In addition to such attendances, he will be expected to devote appropriate preparation time ahead of each meeting.

6. Training and Development:

The Independent Director will be invited to attend formal induction program for its Independent Directors which may include any or all of the following

- Board roles and responsibilities, whilst seeking to build working relationship among the Board members,
- Company's vision, strategic direction, core values, ethics and corporate governance practices
- Familiarization with financial matters, management team and business operations
- Meetings with stakeholders, visits to business locations and meeting with senior and middle management

The Independent Director shall continually update his skills and knowledge and improve his familiarity with the Company and its business.

7. Evaluation Process:

The performance of the individual director shall be done by the entire Board, excluding the director being evaluated, on an annual basis.

8. Remuneration:

The Independent Director would be entitled to such remuneration by way of sitting fees for meetings of the Board and its Committees as may be decided by the Board from time to time in accordance within the limits prescribed under the Companies Act, 2013 and the Rules made thereunder. In addition to such remuneration, the Company will reimburse the Independent Director for all reasonable and properly documented expenses incurred in performing his role as an Independent Director

9. Disclosures, other directorships and business interests:

During the Term, the Independent Director shall promptly notify the Company of any change in his directorships, and provide such other disclosures and information as may be required under the applicable laws. He shall provide a declaration under section 149(7) of the Act, upon any change in circumstance which may affect his status as an Independent Director

10. Changes of personal details:

During the Term, he shall promptly intimate the Company Secretary and the Registrar of Companies in the prescribed manner of any change in address or other contact and personal details provided to the Company

11. Confidentiality:

The Independent Director agrees that both during and after the term of Appointment, he will not use for his own, or for another's benefit, or disclose or permit the disclosure of any confidential information relating to the Company, subsidiary or any group or associate companies of the Company, which he may acquire by virtue of his position as an Independent Director, including

without limitation, any information about the deliberations of the Board. The restriction shall cease to apply to any confidential information which may (other than by reason of the director's breach of this term), become available to the public generally.

12. Termination:

The directorship on the Board of the Company shall terminate or cease in accordance with law. Apart from the grounds of termination as specified in the Companies Act, 2013, the directorship may be terminated for violation of any provision of the Code of Conduct as applicable to Independent Directors

The Independent Director may resign from the directorship of the Company by giving a notice in writing to the Company stating the reasons 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 the director in the notice, whichever is later.

If at any stage during the Term, there is a change that may affect the status as an Independent Director as envisaged in Section 149(6) of the Act, he shall promptly submit his resignation to the Company with effect from the date of such change

13. Co operation

In the event of any claim or litigation against the Company, based upon any alleged conduct, act or omission on the part of the Independent Director during his Term, he shall render all reasonable assistance and cooperation to the Company and provide such information and documents as are necessary and reasonably requested by the Company or its counsel.