

CORPORATE OFFICE

17th Floor, Narain Manzil, 23, Barakhamba Road
New Delhi-110001, India
Tel. No. : (91-11) 4363-1200 Fax : (91-11) 2373-1333
Email : ocl_delhi@ocl.in

REGD. OFF : RAJGANGPUR-770017

DISTT : Sundargarh, Odisha (India)
CIN : L26942OR1949PLC000185
Tel No. : (06624)-221212, 220121
E-mail : ocl_rajgangpur@ocl.in
website : www.ocl.in / www.oclindia ltd.in

**OCL INDIA LIMITED****ओसीएल इण्डिया लिमिटेड**

August 25, 2015

To
Shri Pradip Kumar Khaitan,

Sub: Appointment as an Independent Director

Respected Sir,

In terms of Section 149 of the Companies Act, 2013 read with Clause 49 of the Listing Agreement, the Company needs to have 1/3rd of total number of Directors as Independent Directors. As you are the Chairman of the Company and on the Board of Directors for about 47 years and you meet the criteria of independence and you have also confirmed that your appointment as an Independent Director of the Company, if made with effect from August 08, 2015, would be within the limits prescribed under the Listing Agreement. We are pleased to inform you that the Board of Directors of the Company has, in the Board Meeting held on July 27, 2015, appointed you as an Independent Director of the Company, with effect from August 08, 2015 on the terms set out below.

1. Your appointment as an Independent Director of the Company is valid for a period of 5 (Five) years concluding on August 07, 2020 subject to confirmation of your appointment by the Shareholders at the Annual General Meeting. You will be eligible for re-appointment for another term of five years subject to approval of shareholders by a Special Resolution.
2. You shall discharge your duties as an Independent Non-Executive Director and comply with the requirements of the Companies Act, 2013 (the Act) and Articles of Association of the Company.
3. You shall discharge your duties as an Independent Non-Executive Director, take decisions objectively in the interests of the Company and comply with the requirements of the Act and Articles of Association of the Company.
4. You are expected to serve on such Committees of the Board, as the Board may decide from time to time.
5. You shall adhere to the Company's Code of Conduct and give an annual affirmation that you have complied with the same. A copy of the Code of Conduct is enclosed for your information as Annexure-I.



6. All Directors, including you, of the Company are jointly and severally covered under the Directors & Officers Insurance Policy taken by the Company.
7. You will be paid sitting fees and commission on profits, if any, and will be reimbursed of the expenses incurred for attending the Meetings of the Company or in connection with the work of the Company, as per the Articles of Association of the Company.
8. You shall vacate your office under the circumstances mentioned in Section 167 of the Act, which are as under -
 - (a) You incur any disqualification as specified in Section 164 of the Act (extract enclosed as Annexure-II);
 - (b) You absent yourself from all the meetings of the Board held during a period of 12 months with or without seeking leave of absence;
 - (c) You act in contravention of the provisions of Section 184 of the Act relating to entering into contracts or arrangements in which you are directly or indirectly interested;
 - (d) You fail to disclose your interest in any contract or arrangement in which you are directly or indirectly interested in contravention of the provisions of section 184 of the Act;
 - (e) You become disqualified by an order of a Court or the Tribunal;
 - (f) You are convicted by a Court for any offence whether involving moral turpitude or otherwise and sentenced in respect thereof to imprisonment for not less than six months;
 - (g) You are removed in pursuance of the provisions of Section 169 of the Act.
9. The term of office can be terminated earlier by either the Company or you in the manner provided in Sections 168 and 169 of the Act.
10. Any confidential information which may come to your knowledge in the performance of your duties as a Director of the Company must not be divulged, except so far as you may be liable to disclose under any law in force.



This letter is being issued in duplicate. You are requested to please sign the duplicate copy of this letter in acceptance of the terms of your appointment and provide us with the accepted copy.

Yours Sincerely,

For **OCL India Limited**


(Mahendra Singhi)
CEO & Whole Time Director





Accepted
P. K. Khaitan

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OCL INDIA LIMITED

ओसीएल इण्डिया लिमिटेड

Date: April 06, 2015

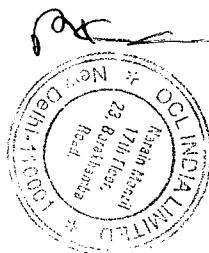
To
Ms. Sudha Pillai,

Sub: Appointment as a Woman Director in the Independent Category

Respected Madam,

We are pleased to inform you that the Board of Directors of the Company has, in the Board Meeting held on March 31, 2015, appointed you as a Woman Director (Additional Director) in the Independent Category of the Company, with effect from March 31, 2015 on the terms set out below:

1. Your appointment as an Independent Director of the Company is valid for a period of 5 (Five) years concluding on March 31, 2020 subject to confirmation of your appointment by the Shareholders at the Annual General Meeting. You will be eligible for re-appointment for another term of five years subject to approval of shareholders by a Special Resolution.
2. You shall discharge your duties as an Independent Non-Executive Director and comply with the requirements of the Companies Act, 2013 (the Act) and Articles of Association of the Company.
3. You shall discharge your duties as an Independent Non-Executive Director, take decisions objectively in the interests of the Company and comply with the requirements of the Act and Articles of Association of the Company.
4. You are expected to serve on such Committees of the Board, as the Board may decide from time to time.
5. You shall adhere to the Company's Code of Conduct and give an annual affirmation that you have complied with the same. A copy of the Code of Conduct is enclosed for your information as Annexure-I.
6. All Directors, including you, of the Company are jointly and severally covered under the Directors & Officers Insurance Policy taken by the Company.



7. You will be paid sitting fees and commission on profits, if any, and will be reimbursed of the expenses incurred for attending the Meetings of the Company or in connection with the work of the Company, as per the Articles of Association of the Company.
8. You shall vacate your office under the circumstances mentioned in Section 167 of the Act, which are as under -
- (a) You incur any disqualification as specified in Section 164 of the Act (extract enclosed as Annexure-II);
 - (b) You absent yourself from all the meetings of the Board held during a period of 12 months with or without seeking leave of absence;
 - (c) You act in contravention of the provisions of Section 184 of the Act relating to entering into contracts or arrangements in which you are directly or indirectly interested;
 - (d) You fail to disclose your interest in any contract or arrangement in which you are directly or indirectly interested in contravention of the provisions of section 184 of the Act;
 - (e) You become disqualified by an order of a Court or the Tribunal;
 - (f) You are convicted by a Court for any offence whether involving moral turpitude or otherwise and sentenced in respect thereof to imprisonment for not less than six months;
 - (g) You are removed in pursuance of the provisions of Section 169 of the Act.
9. The term of office can be terminated earlier by either the Company or you in the manner provided in Sections 168 and 169 of the Act.
10. Any confidential information which may come to your knowledge in the performance of your duties as a Director of the Company must not be divulged, except so far as you may be liable to disclose under any law in force.

We are confident that your association with our Company would add value to our organization.

Yours Sincerely,
For **OCL India Limited**



(Mahendra Singhi)
CEO & Whole Time Director

Encl: As Above



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OCL INDIA LIMITED
ओसीएल इण्डिया लिमिटेड

Date: September 13, 2014

To
Shri D. N. Davar

Sub: Appointment as an Independent Director

Respected Sir,

We are pleased to inform you that the Shareholders of the Company have, in the Annual General Meeting held on 13th September, 2014, appointed you as an Independent Director of the Company, with effect from commencement of the Companies Act, 2013, i.e., April 01, 2014 on the terms set out below:

1. Your appointment as an Independent Director of the Company is valid for a period of 5 (Five) years concluding on March 31, 2019. You will be eligible for re-appointment for another term of five years subject to approval of shareholders by a Special Resolution.
2. You shall discharge your duties as an Independent Non-Executive Director and comply with the requirements of the Companies Act, 2013 (the Act) and Articles of Association of the Company.
3. You shall discharge your duties as an Independent Non-Executive Director, take decisions objectively in the interests of the Company and comply with the requirements of the Act and Articles of Association of the Company.
4. You are expected to serve on the Audit Committee and the Nomination and Remuneration Committee, as you have already been serving as an existing Director of the Company before coming into force of the Companies Act, 2013, and such other committee(s) as the Board may decide from time to time.
5. You shall adhere to the Company's Code of Conduct and give an annual affirmation that you have complied with the same. A copy of the Code of Conduct is enclosed for your information as Annexure-I).
6. All Directors, including you, of the Company are jointly and severally covered under the Directors & Officers Insurance Policy taken by the Company.

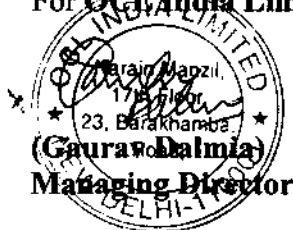


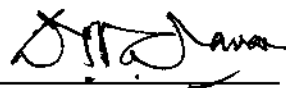
7. You will be paid sitting fees and commission on profits, if any, and will be reimbursed of the expenses incurred for attending the Meetings of the Company or in connection with the work of the Company, as per the Articles of Association of the Company.
8. You shall vacate your office under the circumstances mentioned in Section 167 of the Act, which are as under -
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 - (b) You absent yourself from all the meetings of the Board held during a period of 12 months with or without seeking leave of absence;
 - (c) You act in contravention of the provisions of Section 184 of the Act relating to entering into contracts or arrangements in which you are directly or indirectly interested;
 - (d) You fail to disclose your interest in any contract or arrangement in which you are directly or indirectly interested in contravention of the provisions of section 184 of the Act;
 - (e) You become disqualified by an order of a Court or the Tribunal;
 - (f) You are convicted by a Court for any offence whether involving moral turpitude or otherwise and sentenced in respect thereof to imprisonment for not less than six months;
 - (g) You are removed in pursuance of the provisions of Section 169 of the Act.
9. The term of office can be terminated earlier by either the Company or you in the manner provided in Sections 168 and 169 of the Act.
10. Any confidential information which may come to your knowledge in the performance of your duties as a Director of the Company must not be divulged, except so far as you may be liable to disclose under any law in force.

We are confident that your association with our Company would add value to our organization.

This letter is being issued in duplicate. You are requested to please sign the duplicate copy of this letter in acceptance of the terms of your appointment and provide us with the accepted copy.

Yours Sincerely,
For **OGL India Limited**




Accepted
D. N. Davar 27.09.14

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**OCL INDIA LIMITED**

ओसीएल इण्डिया लिमिटेड

Date: September 13, 2014

To
Shri V.P. Sood

Sub: Appointment as an Independent Director

Respected Sir,

We are pleased to inform you that the Shareholders of the Company have, in the Annual General Meeting held on 13th September, 2014, appointed you as an Independent Director of the Company, with effect from commencement of the Companies Act, 2013, i.e., April 01, 2014 on the terms set out below:


1. Your appointment as an Independent Director of the Company is valid for a period of 5 (Five) years concluding on March 31, 2019. You will be eligible for re-appointment for another term of five years subject to approval of shareholders by a Special Resolution.
2. You shall discharge your duties as an Independent Non-Executive Director and comply with the requirements of the Companies Act, 2013 (the Act) and Articles of Association of the Company.
3. You shall discharge your duties as an Independent Non-Executive Director, take decisions objectively in the interests of the Company and comply with the requirements of the Act and Articles of Association of the Company.
4. You are expected to serve on the Corporate Social Responsibility Committee, the Stakeholders Relationship Committee and the Nomination and Remuneration Committee, as you have already been serving as an existing Director of the Company before coming into force of the Companies Act, 2013, and such other committee(s) as the Board may decide from time to time.
5. You shall adhere to the Company's Code of Conduct and give an annual affirmation that you have complied with the same. A copy of the Code of Conduct is enclosed for your information as Annexure-I).
6. All Directors, including you, of the Company are jointly and severally covered under the Directors & Officers Insurance Policy taken by the Company.



7. You will be paid sitting fees and commission on profits, if any, and will be reimbursed of the expenses incurred for attending the Meetings of the Company or in connection with the work of the Company, as per the Articles of Association of the Company.
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 - (c) You act in contravention of the provisions of Section 184 of the Act relating to entering into contracts or arrangements in which you are directly or indirectly interested;
 - (d) You fail to disclose your interest in any contract or arrangement in which you are directly or indirectly interested in contravention of the provisions of section 184 of the Act;
 - (e) You become disqualified by an order of a Court or the Tribunal;
 - (f) You are convicted by a Court for any offence whether involving moral turpitude or otherwise and sentenced in respect thereof to imprisonment for not less than six months;
 - (g) You are removed in pursuance of the provisions of Section 169 of the Act.
9. The term of office can be terminated earlier by either the Company or you in the manner provided in Sections 168 and 169 of the Act.
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We are confident that your association with our Company would add value to our organization.

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Yours Sincerely,
For OCL India Limited
17th Floor,
23, Barakhamba,
Road,
New Delhi 110001
(Gaurav Dalmia)
Managing Director


Accepted
V.P. Sood