



Ingersoll - Rand (India) Limited

8th Floor, Tower D, IBC Knowledge Park
No. 4/1, Bannerghatta Main Road
Bengaluru – 560 029, India
Tel: 080 – 2216 0000
Fax: 080 – 2216 6021

LETTER OF APPOINTMENT FOR INDEPENDENT DIRECTOR

March 27, 2019

Ms. Vijaya Sampath,
14/403, Heritage City,
M. G. Road,
Gurgaon – 122 002
India

Hello Ms. Sampath,

Sub: Appointment as an Independent Director of Ingersoll-Rand (India) Limited (the 'Company')

On behalf of the Company, I am pleased to inform you regarding your appointment as an independent director on the Board of the Company ('**Independent Director**'). This letter sets out the terms and conditions of your appointment.

1. Appointment

- 1.1 In accordance with the provisions of the Companies Act, 2013 ("**Act**"), the Companies (Appointment and Qualification of Directors) Rules, 2014 and Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("**SEBI Regulations**"), and subject to the approval of the shareholders of the Company in ensuing general meeting of the Company, you are hereby appointed as a Non-Executive Independent Director on the Board of Directors ("**Board**") of the Company.
- 1.2 Subject to the approval of the shareholders of the Company in the ensuing general meeting, the term of your appointment is for five years with effect from March 27, 2019. Your appointment is also subject to the maximum permissible directorships that a director can hold as per the provisions of the Act and the SEBI Regulations.
- 1.3 In compliance with the provisions of sub-section (13) of section 149 of the Act, your directorship is not subject to retirement by rotation.
- 1.4 The Company reserves the right to terminate your appointment as an Independent Director prior to completion of the term of your appointment, in accordance with the provisions contained in the Act.

2. Committees of the Board

During the term of your appointment, you may be required to serve on one or more existing committees of the Board of the Company. You shall be expected to act in accordance with the terms of reference of the Committee constituted pursuant to the provisions of the Act and the SEBI Regulations.

At present, the Board of the Company has 5 committees, namely:



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- i. Audit Committee;
- ii. Nomination and Remuneration Committee;
- iii. Stakeholders' Relationship Committee;
- iv. Corporate Social Responsibility Committee; and
- v. Risk Management Committee.

3. Time Commitment

- 3.1 As an Independent Director, you are expected to bring objectivity and independence of view to the Board's discussions and to help provide the Board with effective leadership in relation to the Company's strategy, performance, and risk management as well as ensuring high standards of financial probity and corporate governance. The Board meets at least 4 times in a year. The Audit Committee also meets at least 4 times in a year. Besides, there are other committee meetings like Nomination and Remuneration Committee, Stakeholders' Relationship Committee, Risk Management Committee and Corporate Social Responsibility Committee meetings which will be convened as necessary. You will be expected to attend Board meetings, meetings of the Board Committees to which you may be appointed and general meetings and to devote such time to your duties, as appropriate for you to discharge your duties effectively. Pursuant to the provisions of the Act, you will also be expected to conduct and attend separate meetings of the independent directors of the Company.
- 3.2 By accepting this appointment, you confirm that you are able to devote sufficient time and attention as is prudent and necessary for meeting the expectations of your role, duties and responsibilities as an Independent Director to the satisfaction of the Board.

4. Role and Duties

Your role and duties will be those normally required of an Independent Director under Schedule IV of the Act and those as prescribed under the SEBI Regulations. The fiduciary duties incidental to your appointment as an Independent Director of the Company are to:

- (1) act in accordance with the Articles of Association, policies and codes of the Company;
- (2) act in good faith in order to promote the objects of the Company for the benefit of its shareholders as a whole, and in the best interests of the Company;
- (3) help in bringing an independent judgment to bear on the Board's deliberations especially on issues of strategy, performance, risk management, resources, key appointments and standards of conduct;
- (4) bring an objective view in the evaluation of the performance of Board and management;
- (5) scrutinize the performance of management in meeting agreed goals and objectives and monitor the reporting of performance;
- (6) satisfy yourself on the integrity of financial information and that financial controls and the systems of risk management are robust and defensible;
- (7) safeguard the interests of all stakeholders, particularly the minority shareholders;
- (8) balance the conflicting interest of the stakeholders;
- (9) determine appropriate levels of remuneration of executive directors, key managerial personnel and senior management and have a prime role in appointing and where necessary recommend removal of executive directors, key managerial personnel and senior management;
- (10) moderate and arbitrate in the interest of the Company as a whole, in situations of conflict between management and shareholders' interest;
- (11) accurately report on the performance and financial position of the Company; and

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(12) ensure compliance with the applicable legislation and regulations under review and the conformity of the practices of the Company to accepted norms.

The duties enlisted hereinabove shall be discharged with due and reasonable care, skill and diligence.

5. Limitation on discharge of duties

The discharge of your duties as an Independent Director shall not extend to:

- (1) involving yourself in situations involving a conflict of interest, whether direct or indirect, vis-à-vis the Company as defined in clause 6 of this letter;
- (2) achieving or attempting to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates; and
- (3) Assigning your office as a director and any assignments so made shall be void.

6. Conflict of interest

6.1 It is accepted and acknowledged that you may have business interests other than those of the Company. As a condition to your impending appointment, you are required to declare any such directorships, appointments and interests to the Board in writing in the prescribed form at the time of your appointment.

6.2 In the event that your circumstances seem likely to change and might give rise to a conflict of interest or, when applicable, circumstances that might lead the Board to revise its judgement that you are independent, this should be disclosed to both the Chairman and the Secretary.

7. Compensation Structure

7.1 You will be paid such remuneration by way of fee or commission as may be approved by the Board and the shareholders from time to time.

7.2 You shall not be entitled to participate in any employee stock option scheme instituted by the Company or any group company and shall not be entitled to avail of any bonus during your term of appointment.

8. Reimbursement of Expenses

The Company will reimburse you for the following items of expenditure incurred by you as incidental to the performance of your duties, namely:

- (1) Travel expenses;
- (2) Hotel accommodation expenses; and
- (3) All incidental and out-of-pocket expenses.

9. Confidentiality

9.1 All Confidential Information and copies thereof shall be the property of the Company and on termination/cessation of your appointment you will deliver to the Company all books, documents, papers and other property of or relating to the business of the Company or any group company which are in your possession, custody or power by virtue of your position as an independent director of the Company (including any copies). The Company shall arrange the disposal of papers that you no longer require.



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I have read and agree to abide by the above terms regarding my appointment as an Independent Director of Ingersoll-Rand (India) Limited.

A handwritten signature in blue ink, appearing to read 'Vijaya Sampath', written over a horizontal line.

Vijaya Sampath
Independent Director
(DIN: 00641110)

Date: 27th March 2019

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