

July 18, 2017

Dr. Raghunath Mashelkar

[Director Identification Number (DIN): 00074119]

'Raghunath' Bungalow, D-4, Varsha Park, Baner, Pune – 411 045

Dear Sir,

Sub.: Appointment as an “Independent Director”

We, Godrej Agrovet Limited (“GAVL” or “the Company”), thank you for your willingness / consent to act as an “Independent Director” of GAVL and confirmation that you meet the “independence” criteria prescribed under Section 149(6) of the Companies Act, 2013 (“the Act”).

Based on your confirmation, we are pleased to inform you that upon the recommendation of the Board of Directors, the Shareholders of the Company, in their Extra-ordinary General meeting held on July 18, 2017 have granted approval for your appointment as an “Independent Director” on the Board of Directors of the Company for a term of 5 (Five) Years from July 18, 2017 upto July 17, 2022, pursuant to Section 149, 152 and other applicable provisions of the Act and the Rules made thereunder (“the Rules”), read with Schedule IV to the Act.

This letter sets out the terms of your appointment as an “Independent Director”, which are as follows:-

1. Nature of Relationship with GAVL:

Your relationship with the Company will be that of an office-holder (as an “Independent Director”) and not one of contract for employment in the Company.

2. Provisions of the Act / Rules and the Articles of Association:

The terms of your appointment, as set out in this letter, are subject to and supplemented by the extant provisions of:-

- (a) Applicable laws, including the Act and the Rules; and
- (b) Articles of Association of the Company (“AOA”),

as may be amended / altered / varied / modified from time to time.

3. Term of Appointment:

Your appointment will be for an initial term up of 5 (Five) years, i.e., from July 18, 2017 upto July 17, 2022, unless terminated earlier or extended, as per the provisions of this letter or the Act or the Rules.

As an “Independent Director”, you will not be liable to retire by rotation pursuant to Section 152(6) of the Act.

Your reappointment at the end of the term shall be based on the recommendation of the Nomination and Remuneration Committee and subject to approval of the Board of Directors and the Shareholders of the Company. Your reappointment would be considered by the Board based on the outcome of your performance evaluation process and you continuing to meet the "independence" criteria.

4. Membership of Committees:

You will act as the Chairman or a Member of such Committees of the Board of Directors as may be constituted by the Board from time to time, appointing you as the Chairman or a Member. The terms of reference of the Committees shall be such as may be specified by the Board.

The Board may, at any time, reconstitute the composition and/or revise the terms of reference of any / all of the Committees and any such change shall be promptly communicated to you.

5. Role, Duties & Responsibilities:

As member of the Board of Directors, you, along with other Directors, shall be responsible for performing such responsibilities which are cast upon a Director under the Act and/or the Rules (as may be amended from time to time) and shall also be bound by the Memorandum and Articles of Association of the Company (as may be amended from time to time).

You will perform such 'Role and Functions' and 'Duties' and adhere to such 'Guidelines of Professional Conduct' as are set out in Schedule IV to the Act. You shall, thus, abide by the 'Code For Independent Directors' as outlined in Schedule IV to the Act. You shall also abide by the Code of Business Ethics which the Company expects its employees to follow.

Your liabilities as an Independent Director shall be governed by the provisions of the applicable laws.

6. Remuneration in the form of Sitting Fees:

As an "Independent Director" you will be paid sitting fees for attending the meetings of the Board of Directors and the Committees thereof of which you are a Member, as may be decided by the Board from time to time.

Further, the Company may pay or reimburse to you such fair and reasonable expenditure (supported by the necessary supporting document/s), as may have been incurred by you for the Company, while performing your role as an "Independent Director".

7. No Conflict of Interest:

As an "Independent Director" of the Company, you will always act in the best interest of the Company and ensure that any other business or personal association which you may have, does not involve any conflict of interest with the operations of the Company and your role therein. You shall not participate in any business activity which might impede the application of your independent judgment in the best interest of the Company.

8. Compliance with laws:

As an "Independent Director" of the Company, you will comply with all applicable laws and

regulations of all the relevant regulatory and other authorities, as may be applicable to such Directors in their individual capacities.

9. Confidentiality:

As an "Independent Director" of the Company, you will safeguard the confidentiality of all information received by you by virtue of your position.

Unless specifically authorised by the Company or under any law for the time being in force, you shall neither disclose the Company and business information to the media, the financial community, employees, shareholders, agents, franchisees, dealers, distributors importers, other stakeholders or the public at large, nor shall use such information for your own purpose(s) or for any purpose(s) other than those of the Company.

Your obligation of confidentiality shall survive termination or cessation of your directorship with the Company.

10. Insurance:

The Company may, at its sole discretion, at appropriate times, take a suitable Directors' and Officers' (D and O) Liability Insurance Policy and pay the premiums for the same.

11. Performance Appraisal / Evaluation Process:

The evaluation of your performance as an "Independent Director" or the evaluation of performance of every other Director or of non-independent Directors or of the Board of Directors as a whole shall be governed by the provisions of the Act and the Rules.

12. Disclosures, Other Directorships & Business Interests:

During the term of your appointment, you will promptly notify / intimate the Company of the following:-

- (a) Any change in your directorships;
- (b) Any other disclosures and information as may be required under the applicable laws;
- (c) Any potential conflict of interest with your position as "Independent Director" of the Company, upon becoming aware of the same;
- (d) Declaration under Section 149(7) of the Act, upon any change in circumstances which may affect your status as an "Independent Director";
- (e) Any change in address or other contact and personal details provided to the Company.

13. Resignation / Termination / Cessation:

The provisions relating to your resignation / termination / cessation of directorship shall be as per the Act and the Rules.

14. Miscellaneous:

- This letter represents the entire understanding, and constitutes the whole agreement, in relation to your appointment and supersedes any previous understanding / agreement between

yourself and the Company with respect thereto.

- No waiver or amendment or modification of this letter (except as mandated by any applicable law) shall be valid unless made in writing and signed by you and the Company.
- In case of any inconsistency between the provisions of this letter and the provisions of the Act and/or the Rules, the provisions of the Act and/or the Rules shall prevail.

15. Acceptance of Appointment:

We are confident that the Board and the Company will benefit immensely from your rich experience and we are looking forward to have you as an integral part of the growth of our Company. If these terms of appointment are acceptable to you, please confirm your acceptance by signing and returning the duplicate copy of this letter.

We thank you for your support and commitment to the Company.

Yours faithfully,

For Godrej Agrovet Limited

**Sd/-
N. B. Godrej
Chairman**

July 18, 2017

Dr. Ritu Anand

[Director Identification Number (DIN): 00363699]

11, Brindaban, 65 Linking Road, Santacruz– West, Mumbai – 400 054

Madam,

Sub.: Appointment as an “Independent Director”

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Your reappointment at the end of the term shall be based on the recommendation of the Nomination and Remuneration Committee and subject to approval of the Board of Directors and the Shareholders of the Company. Your reappointment would be considered by the Board based on the outcome of your performance evaluation process and you continuing to meet the "independence" criteria.

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The Board may, at any time, reconstitute the composition and/or revise the terms of reference of any / all of the Committees and any such change shall be promptly communicated to you.

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As member of the Board of Directors, you, along with other Directors, shall be responsible for performing such responsibilities which are cast upon a Director under the Act and/or the Rules (as may be amended from time to time) and shall also be bound by the Memorandum and Articles of Association of the Company (as may be amended from time to time).

You will perform such 'Role and Functions' and 'Duties' and adhere to such 'Guidelines of Professional Conduct' as are set out in Schedule IV to the Act. You shall, thus, abide by the 'Code For Independent Directors' as outlined in Schedule IV to the Act. You shall also abide by the Code of Business Ethics which the Company expects its employees to follow.

Your liabilities as an Independent Director shall be governed by the provisions of the applicable laws.

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As an "Independent Director" you will be paid sitting fees for attending the meetings of the Board of Directors and the Committees thereof of which you are a Member, as may be decided by the Board from time to time.

Further, the Company may pay or reimburse to you such fair and reasonable expenditure (supported by the necessary supporting document/s), as may have been incurred by you for the Company, while performing your role as an "Independent Director".

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Your obligation of confidentiality shall survive termination or cessation of your directorship with the Company.

10. Insurance:

The Company may, at its sole discretion, at appropriate times, take a suitable Directors’ and Officers’ (D and O) Liability Insurance Policy and pay the premiums for the same.

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- (h) Any potential conflict of interest with your position as “Independent Director” of the Company, upon becoming aware of the same;
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We thank you for your support and commitment to the Company.

Yours faithfully,

For Godrej Agrovet Limited

**Sd/-
N. B. Godrej
Chairman**

July 18, 2017

Ms. Aditi Kothari Desai

[Director Identification Number (DIN): 00426799]

57, Sea View, Worli Sea Face, Mumbai – 400 025

Madam,

Sub.: Appointment as an “Independent Director”

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Yours faithfully,

For Godrej Agrovet Limited

**Sd/-
N. B. Godrej
Chairman**

July 18, 2017

Ms. Roopa Purushothaman

[Director Identification Number (DIN): 02846868]

19, Goodwill Co-operative Housing Society Ltd,
S. No.126/1+2, ITI Road,
Aundh, Pune – 411 007

Madam,

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N. B. Godrej
Chairman**