



Marksans Pharma Ltd.

Mr. Naresh Balwant Wadhwa
Flat No. 103, West Wind – 2
Beach House C.H.S.
Gandigram Road, Juhu
Mumbai – 400049

26th September, 2014

Dear Mr. Wadhwa,

I am writing to inform you that the Shareholders of Marksans Pharma Limited (hereinafter referred to as Marksans or the Company) has at the Annual General Meeting held on 25th September, 2014, appointed you on the Board of Directors of Marksans as an Independent Director for a term upto five (5) consecutive years commencing from 25th September, 2014. This letter of appointment sets out the terms and conditions covering your appointment which are as follows:

1. Appointment

1.1 You have been appointed as a Non-Executive Independent Director on the Board of Directors of Marksans for a term upto five (5) consecutive years commencing from 25th September, 2014 and you will not be liable to retire by rotation. Your appointment is subject to the maximum permissible Directorships that one can hold as per the provisions of the Companies Act, 2013 and the listing agreement.

1.2 The term Independent Director should be construed as defined under the Companies Act, 2013 and the listing agreement.

1.3 The Company has adopted the provisions with respect to appointment and tenure of Independent Directors which is consistent with the Companies Act, 2013 and the Listing Agreement. Accordingly, the Independent Directors will serve for not more than two terms of five years each on the Board of the Company. In addition to the terms and conditions contained here in this letter, your appointment will be regulated by the relevant provisions of the Companies Act, 2013 and Rules framed thereunder as well as Listing Agreement with the Stock Exchanges.

2. Committees

The Board of Directors (the Board) may, if it deems fit, invite you for being appointed on one or more existing Board Committees or any such Committee that is set up in the future. Your appointment on such Committee(s) will be subject to the applicable regulations.

3. Time Commitment

3.1 As a Non-Executive 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. You will be expected to attend Board and Board Committees to which you may be appointed and Shareholders meetings and to devote such time to your duties, as appropriate for you to discharge your duties effectively. Ordinarily, all meetings are held in Mumbai.



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4. Role and Duties

Your role and duties will be those normally required of a Non-Executive Independent Director under the Companies Act, 2013 and the listing agreement.

5. Code of Conduct

You will require to abide by the requirements under the "Code of Conduct for Directors and Employees" and "Code for Prevention of Insider Trading in Securities of Marksans Pharma Limited" framed by the Company. Consequently you should avoid making any statements or performing any transactions that might risk a breach of these requirements. Further, you will also abide by the standards prescribed for independent directors under Schedule IV of the Companies Act, 2013

6. Status of Appointment

You will not be an employee of the Company and this letter shall not constitute a contract of employment.

7. Fees

You will be paid such remuneration by way of setting fees for meetings of the Board and its Committees as may be decided by the Board from time to time. Currently you will be paid sitting fees of Rs. 25,000/- per day for all the Board and/or Committee meetings actually attended by you.

8. Reimbursement of Expenses

In addition to the remuneration described in paragraph 6 the Company will, for the period of your appointment, reimburse you for travel, hotel and other incidental expenses incurred by you in attending any Board and/or Committee meetings convened outside Mumbai.

9. Conflict of Interest

9.1 It is accepted and acknowledged that you may have business interests other than those of the Company. As a condition to your appointment commencing, 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 and after any changes therein.

9.2 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 judgment that you are independent, this should be disclosed to both the Chairman and the Secretary.

10. Confidentiality

All information acquired during your appointment is confidential to MARKSANS and should not be released, either during your appointment or following termination (by whatever means) to third parties without prior clearance from the Chairman unless required by law or by the rules of any stock exchange or regulatory body. On reasonable request, you shall surrender any documents and other materials made available to you by MARKSANS.

11. Insurance

MARKSANS has Directors' and Officers' liability insurance and it is intended that MARKSANS will assume and maintain such cover for the full term of your appointment.



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12. Disclosure of Interest

The Company must include in its Annual Accounts a note of any material interest that a Director may have in any transaction or arrangement that the Company has entered into. Such interest should be disclosed no later than when the transaction or arrangement comes up at a Board meeting so that the minutes may record your interest appropriately and our records are updated. A general notice that you are interested in any contracts with a particular person, firm or company is acceptable.

13. Termination

- a. You may resign from your position at any time and should you wish to do so, you are requested to serve a reasonable written notice on the Board.
- b. Continuation of your appointment is contingent on your getting re-elected by the shareholders in accordance with provisions of Companies Act, 2013 and the Articles of Association of the Company, from time to time in force. You will not be entitled to compensation if the shareholders do not re-elect you at any time.
- c. Your appointment may also be terminated in accordance with the provisions of the Articles of Association of the Company from time to time in force

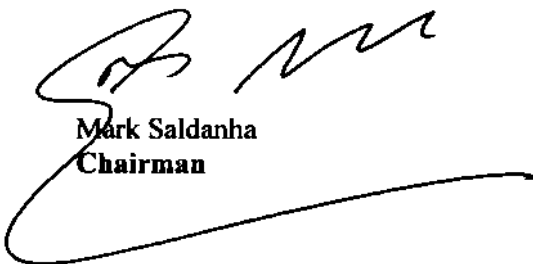
14. Governing Law

This agreement is governed by and will be interpreted in accordance with Indian law and your engagement shall be subject to the jurisdiction of Mumbai courts only.

If you are willing to accept these terms of appointment relating to your appointment as a non executive Independent Director of MARKSANS, kindly confirm your acceptance of these terms by signing and returning to us the enclosed copy of this letter.

Yours sincerely

For and on behalf of Marksans Pharrma Limited



Mark Saldanha
Chairman