

Date : _____, 2014

Dear Sh. _____,

We are pleased to inform you that members of the Company have approved your appointment as an Independent Director.

This letter confirms your appointment w.e.f. _____ as an **Independent Director** of **IRB INFRASTRUCTURE DEVELOPERS LIMITED** (the **Appointment**) on the following terms and conditions of the Appointment.

Appointment

1. Your Appointment is for a term of five years ending on _____.
2. As an Independent Director you will not be liable to retire by rotation.
3. Re-appointment at the end of the Term shall be based on the recommendation of the Nomination & Remuneration Committee and subject to the approval of the Board and Shareholders. Your re-appointment would be considered by the Board based on the outcome of the performance evaluation process and you continuing to meet the independence criteria.
4. In case of your resignation, the Company may in accordance with the Company's Memorandum of Articles of Association or the Companies Act, relieve you. Upon such relieving or resignation for any reason, you will not be entitled to any damages for loss of office and no fee will be payable to you in respect of any unexpired portion of the term of the Appointment.
5. As per the Board's current assessment, you will be a Chairman / member of the following committees:
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Copy of the terms of reference of the committee is provided as Annexure. The Board may reconstitute the composition of any/all Committees, from time to time, and any such change shall be promptly communicated to you. In such an event you may also be required to serve on other Committees of the Board.

6. You are considered to be an Independent Director and will be identified as such in the annual report and other documentation. If circumstances change, and you believe that your independence may be in doubt or may be questioned, you should bring this matter to urgent attention of the Chairman of the Board as soon as practicable.

Duties & Responsibilities

7. As a member of the Board you along with the other Directors will be collectively responsible for meeting the objectives of the Board which include
 - Requirements under the Companies Act, 2013 (2013 Act)
 - "Responsibilities of the Board" as outlined in the Corporate Governance requirements as prescribed by Stock Exchanges under Clause 49 of the Listing Agreement
 - Accountability under the Director's Responsibility Statement
 - Overseeing the maintenance of high standards of IRB values and ethical conduct of business
 - Protecting and enhancing the IRB brand.
8. You shall be abide by the "Code For Independent Directors" as outlined in Schedule IV to section 149(8) of the 2013 Act and duties of directors as provided in the 2013 Act (including section 166) and in Clause 49 of the Listing Agreement
9. You will also be responsible for providing guidance in the area of your expertise.

Fees

10. You will be paid a sitting fee of Rs. _____/- per meeting, or any other higher amount approved by the Board. The fee is inclusive of your position as an Independent Director and of your membership of any Board committee. Fees will be paid after deduction of applicable taxes, if any.

Further, the Company may pay or reimburse to you such fair and reasonable expenditure, as may have been incurred by you while performing your role as an Independent Director of the Company. This could include reimbursement of expenditure incurred by you for attending Board/Committees meetings, Annual General Meetings etc.

Confidentiality

11. You must apply the highest standards of confidentiality and not disclose to any person or company (whether during the course of the Appointment or at any time after your resignation or relieving) any confidential information concerning the Company and any Group Companies with which you come into contact by virtue of your position as an Independent Director of the Company.
12. Your attention is drawn to the requirements under both legislation and regulation as to the disclosure of price-sensitive information. Consequently you should avoid making any statements that might risk a breach of these requirements without prior clearance from the Chairman.
13. You agree to abide by the code of conduct adopted by the Board of the company. A copy of which is enclosed.
14. On resignation or relieving you will hand over to the Company any relevant documents not required to be kept by you.

General

15. For the purposes of this letter **Group Company** shall mean the Company and any of its subsidiaries or holding companies and any other subsidiary of any of its holding companies.

Please confirm your agreement to the above by signing and returning to me the enclosed duplicate of this letter.

Yours sincerely,

For and on behalf of IRB INFRASTRUCTURE DEVELOPERS LIMITED

Chairman & Managing Director

I confirm and agree to the terms of my appointment as an independent director of **IRB Infrastructure Developers Limited** as mentioned above.

Signature

Name : _____

Place: _____

Date: _____