

Appointment as Independent Director

Term of Appointment

1. Subject to the provisions of the Companies Act, 2013, rules made thereunder read with the Article of Association of the Company, your term of appointment is [●] years commencing from to

Compliance with Code of Conduct, Policies and Other Regulations

2. As an Independent Director and member of the Board you are expected to comply with the requirements of the Code for Independent Directors set out in Schedule IV of the Companies Act, 2013 (as amended from time to time), Code of Conduct of InterGlobe Aviation Limited and other policies, codes and regulations formulated and implemented by the Company from time to time for good corporate governance and for compliance with applicable laws and regulations;

Board Committees

3. During the tenure of your office as Independent Director, you may be required to serve as the member / chairman of one or more of the committees of the directors established by the Board for compliance with the provisions of the applicable laws or for administrative convenience. Upon your appointment to any one or more Committees, you will be provided with the appropriate Committee charter which sets out the functions of that Committee;

Role, Functions, Duties and Liabilities

4. Your role, functions, duties and liabilities are as set out under the Companies Act, 2013, rules made thereunder and other laws and regulations applicable to the Company including but not limited to the duties, role and functions set out in Schedule IV, Code for Independent Directors and Section 166 of the Companies Act, 2013.

Training

5. You will be entitled to the benefit of a training program to familiarize yourself with the business and affairs of the Company, growth plans, the peculiarities of the industry in which the Company operates, its goals and expectations and long term plans and objectives.

Annual Disclosure & Disclosure of Interest

6. At the first meeting of the Board in every financial year or whenever there is any change in the circumstances which may affect your status as an independent director, you shall give a declaration to that effect confirming that you meet the criteria of independence as provided in Section 149(6) of the Companies Act, 2013 and other applicable provisions.
7. In addition to the disclosure required under Section 149, you shall also make the appropriate disclosures of your concern or interest under Section 184 of the Companies Act, 2013.

Directors and Officers Insurance

8. The Company maintains a Directors and Officers insurance policy to pay for the personal liability of directors and officers for claims made against them while serving on the Board and / or as an officer of the Company. A copy of the policy document will be supplied on request.

Professional Conduct

9. As an Independent Director, you shall:
 - (a) uphold ethical standards of integrity and probity;
 - (b) act objectively and constructively while exercising your duties;
 - (c) exercise your responsibilities in a bona fide manner in the interest of the Company;
 - (d) devote sufficient time and attention to your professional obligations for informed and balanced decision-making;
 - (e) not allow any extraneous considerations that may vitiate your exercise of objective independent judgement in the paramount interest of the Company as a whole, while concurring in or dissenting from the collective judgement of the Board in its decision-making;
 - (f) not abuse your position to the detriment of the Company or its shareholders or for the purpose of gaining direct or indirect personal advantage or advantage for any associated person;
 - (g) refrain from any action that could lead to a loss of your independence;
 - (h) ensure that if circumstances arise under which you may lose your independence, you will immediately inform the Board accordingly;
 - (i) assist the Company in implementing the best corporate governance practices.

Sitting Fee and Reimbursement of Expenses

10. You will be entitled for the following:

- (i) sitting fees for attending each meeting of the Board and its Committees as may be determined by the Board from time to time;
- (ii) travel tickets, conveyance facility and accommodation in connection with attending the directors, members and other meetings in relation to the business of the Company or reimbursement of expenses incurred in relation thereto.

Confidentiality

11. All information acquired during your tenure of directorship is confidential (“Confidential Information”) and should not be disclosed, either during your tenure or following termination (by whatever means) to third parties without prior clearance from the Board. On reasonable request, you shall surrender any documents and other materials made available to you by the Company.

If any Confidential Information is required to be disclosed by you in response to any summons or in connection with any litigation, or in order to comply with any applicable law, order, regulation or ruling, then any such disclosure should be, to the extent possible, with the prior consent of the Board.

You should direct any media queries or approaches to the appropriate spokesperson within the Company.

Termination

12. 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 to the Board.

Your appointment may also be terminated in accordance with the provisions of the Companies Act, 2013 and other applicable provisions.