

## Appointment Letter

.....(date)

Mr./Ms.....  
.....,  
.....

### Sub: Letter of Appointment as Independent Director

Dear Sir,

We are pleased to inform you that upon the recommendation of the Nomination and Remuneration Committee, the Board of Directors of the Company (the “**Board**”) has approved your appointment as Independent Non-Executive Director of the Company as an Additional Director (“**Independent Director**”) with effect from .....(date).

We take note of the confirmation provided by you to the Company that you meet the “independence criteria” as envisaged in Section 149(6) of the Companies Act, 2013 (“**Act**”) and Regulation 16(1)(b) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“**Listing Regulations**”).

The terms of your appointment as an Independent Director, as set out in this letter, are subject to the provisions of the Act read with the applicable rules, the Listing Regulations and the Articles of Association of the Company.

#### I. Tenure of Appointment

You will serve as an Independent Director for a term of up to five consecutive years commencing from .....the date of your appointment.

You may hold office as an Independent Director for a maximum of 2 terms of up to five years each..

Your appointment is subject to the maximum Directorships that one can hold as per the

provisions of the Act and the Listing Regulations.

## **II. Time Commitment**

As an Independent Director, you are expected to bring independence to the Board's discussions and to help in providing the Board with effective leadership in relation to the Company's strategies and performance as well as ensuring high standards of corporate governance.

You will be expected to attend all the meetings of the Board of Directors, Committees of the Board of Directors, of which you may be appointed as a member/ Chairman and Shareholders meetings and to devote such time as appropriate for discharge of your duties effectively.

## **III. Compliance with Code of Conduct, Policies and Other Regulations**

As an Independent Director, you are expected to comply with the applicable laws and guidelines for professional conduct and discharge of roles, functions and duties as mentioned in Paras 1 to 3 of the Code for Independent Directors as set out in Schedule IV of the Act (attached as Annexure I). You are also expected to comply with the Company's Code of Conduct for Directors and Senior Management (attached as Annexure II) and other policies, codes and regulations formulated and implemented by the Company, as amended from time to time.

Further, you are expected to comply with Company's Code of Conduct to Regulate, Monitor and Report Trading by Insiders as formulated by the Company under the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, as amended (copy attached as Annexure III).

## **IV. Board Committees**

During your tenure as Independent Director, you may be requested to be appointed as member / chairman of one or more Committees, which have been or may be constituted by the Board, from time to time, 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 terms of reference, roles and functions of that Committee.

As on date, the Company has the following Committees constituted by the Board, under the provisions of Act, Listing Regulations or any other applicable laws:

1. Audit Committee
2. Nomination and Remuneration Committee
3. Stakeholders Relationship Committee
4. Corporate Social Responsibility Committee
5. Risk Management Committee

Brief description of the aforesaid Committees including their terms of reference are attached as Annexure .....

## **V. Role, Functions, Duties and Liabilities**

Your role, functions, duties and liabilities are as set out under the Act, rules made thereunder, the Listing Regulations and the Articles of Association of the Company (“Articles”), including but not limited to the duties, role and functions as set out in Code for Independent Directors (Schedule IV) and Section 166 of the Act.

### Directors and Officers Liability Insurance

The Company maintains a Directors and Officers Liability Insurance Policy to meet 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.

Please note that as an Independent Director, you will be liable, only for such acts of omission or commission which have occurred with your knowledge, attributable through Board processes, and with your consent or connivance or where you have not acted diligently.

## **VI. Disclosure of Interest**

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 Act and Regulation 16(1)(b) of the Listing Regulations, as amended from

time to time.

In addition to the disclosure required under Section 149 (6) of the Act, you shall also make the appropriate disclosures of your concern or interest under Section 184 of the Act, informing about any change in your directorships and provide such other disclosures and information as may be required under the applicable laws. You also agree that upon becoming aware of any potential conflict of interest with your position as Independent Director of the Company, you shall promptly disclose the same to the Board.

## **VII. Remuneration**

You will be entitled to sitting fees for attending each meeting of the Board and its Committees as may be determined by the Board from time to time. Presently, sitting fees of Rs. 1,00,000 (Rs. One Lakh only) is paid to all the Non Executive Directors of the Company for attending each meeting of the Board or its Committee, of which they are members. You will also be entitled to reimbursement of expenses incurred by you, in connection with your attending the Board, the Committees and the General Meetings. Further, subject to the recommendations of the Board and approval of Shareholders of the Company, you may also be paid profit based commission, within the maximum limit of remuneration as mentioned under the Act, to be paid to all the Non-Executive Directors of the Company.

## **VIII. Board Evaluation**

As an Independent Director, you are required to hold and attend atleast one meeting of the Independent Directors in each financial year, without the presence of Non- Independent Directors and members of the management team with the sole objective of:

- Reviewing the performance of Non-Independent Directors and the Board as a whole;
- Reviewing the performance of the Chairperson of the Company, taking into account the views of executive directors and non-executive directors;
- Assessing the quality, quantity and timeliness of flow of information between the Company management and the Board that is necessary for the Board to effectively and reasonably perform their duties.

Further as an Independent Director your performance evaluation shall be done by the entire

Board excluding you.

## **IX. Confidentiality**

All information acquired during your tenure as an Independent Director 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.

However, as an Independent Director, you may seek appropriate clarification/ information from the management of the Company, where necessary, take appropriate professional advice and opinion of outside experts at the expense of the Company.

## **X. Familiarisation and Development**

The Company shall provide suitable training to Independent Directors to familiarise them with the Company, nature of the industry in which the Company operates, business model of the Company and their roles, rights and responsibilities, through various presentations/ training programmes on regular basis.

## **XI. Resignation**

You may resign from your position at any time and should you wish to do so, by serving a reasonable written notice to the Board.

Your appointment may also be terminated in accordance with and subject to the provisions of the Act and the Listing Regulations.

## **XII. Acceptance of Appointment**

If these terms of appointment are acceptable to you, please confirm your acceptance by signing and returning the enclosed copy of this letter.

Yours sincerely

For **InterGlobe Aviation Limited**

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**Director**

Agree and Accept

I hereby acknowledge receipt of and accept the terms set out in this letter of appointment.

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Name of Director

Director