

**Specimen Letter of Appointment of Independent Director**

To,  
Mr./Mrs.....  
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Dear Sir/Madam,

**Sub: Appointment as an Independent Director:**

We have pleasure in confirming your appointment/reappointment to the Board of Directors (the Board) of the Company as a non-executive Independent Director of the Company with effect from 29<sup>th</sup> August, 2014 for a period up to the conclusion of the 39<sup>th</sup> Annual General Meeting of the Company.

This letter of appointment sets out the terms and conditions covering your appointment which are as follows:

1. In terms of the provisions of Companies Act, 2013, the amended Clause 49 of the Listing Agreement and as approved by the shareholders of the Company, you are appointed/reappointed as a Non-Executive Independent Director on the Board of Company for a period of 5 (five) years with effect from 29<sup>th</sup> August, 2014 and the said re-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. This appointment shall not be subject to retirement by rotation during the tenure as a Director of the Company.
2. The Board may, if it deems fit, invite you for being appointed on one or more existing Committee(s) or any such Committee(s) of the Board that is set up in the future. Your appointment on such Committee(s) will be subject to the applicable regulations. You will be expected to attend Board, Committee(s) to which you are/may be appointed as member and Shareholders meetings and to devote such time to your duties, as appropriate for you to discharge your duties effectively.
3. Your role and duties are those normally required of a Non-Executive Independent Director under the Companies Act, 2013 and the listing agreement. There are certain duties prescribed for all Directors, both Executive and Non-Executive, which are fiduciary in nature and are as under:
  - a) You shall act in accordance with the Company’s Articles of Association.
  - b) You shall act in good faith in order to promote the objects of the Company for the benefit of its members as a whole, and in the best interest of the Company.
  - c) You shall discharge your duties with due and reasonable care, skill and diligence.
  - d) You shall not involve yourself in a situation in which you may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the Company.
  - e) You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.
  - f) You shall not assign your office as Director and any assignments so made shall be void.

4. You are not construed as an employee of the Company and this letter does not constitute a contract of employment. You will be paid such remuneration by way of setting fees for meetings of the Board and its Committee(s) as may be decided by the Board from time to time. The sitting fees presently paid to the Non-Executive Independent Director is Rs.7,500/- per meeting of the Board and Rs.5,000/- per Committee meeting thereof. In addition to the above remuneration, the Company will, for the period of your appointment, reimburse you for travel, hotel and other incidental expenses incurred by you in the performance of your role and duties.
5. All information acquired during your appointment is confidential to the Company 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. Your attention is also drawn to the requirements under the applicable regulations and the Company's Code of conduct which concern the disclosure of price sensitive information and dealing in the securities of the Company. Consequently you should avoid making any statements or performing any transactions that might risk a breach of these requirements without prior clearance from the Chairman or the Company Secretary.
6. The Company has to disclose 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. A general notice that you are interested in any contracts with a particular person, firm or company is acceptable.
7. 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 Articles of Association of the Company from time to time in force and in compliance with the provisions of the Companies Act, 2013.

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

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

Yours sincerely,  
**For GPT Infraprojects Limited**

**Chairman**

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

Signed .....

Dated .....