

Draft Letter of Appointment

Date: _____

Dear Mr. _____

Subject: Appointment as an Independent Director of Maruti Infrastructure Limited

We are pleased to inform you that the Board of Directors at their Meeting held on _____ have approved your appointment as an Independent Director of the Company pursuant to the Companies Act, 2013 subject to approval of shareholders at the General Meeting.

As required under the Companies Act, 2013, your appointment is being formalized through this letter.

1. Appointment:

Your appointment is for a 5(five) consecutive years for a term upto 30th September 2019. This tenure is subject to your meeting the criteria for being an Independent Director and not being disqualified to be a Director under the. Companies Act, 2013 as may be amended from time to time.

2. Role and Duties:

Your role and duties will be those normally required of a Non-Executive Independent Director under the Companies Act, 2013 (the Act) as may be amended from time to time. There are certain duties prescribed for all Directors, both Executive and Non-Executive, which are fiduciary in nature and inter alia are as under:

- i. You shall act in accordance with the Company's Articles of Association.
- ii. 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 interests of the Company.
- iii. You shall abide by the "Code for Independent Directors" as stated under Schedule IV of the Act, as in force and as may be amended from time to time.
- iv. You shall discharge your duties with due and reasonable care, skill and diligence.
- v. 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 interests of the Company.
- vi. You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.
- vii. You shall not assign your office as Director and any assignments so made shall be void.
- viii. You may be nominated on one or more Committees of the Board of Directors and in such event you will be provided with the relevant Committee's terms of reference and any specific responsibilities.

3. Code of Conduct:

You will follow the Company's Code of Conduct and furnish the annual affirmation of the same. You will apply the highest standard of confidentiality and not disclose to any person or company either during the course of the tenure as an Independent Director or

following cessation, any confidential information concerning the Company with which you come into contact by virtue of your position as a Director except as permitted by law.

4. Prohibition on Insider Trading:

You will follow Code of Conduct for Prevention of Insider Trading of Maruti Infrastructure Limited and the requirements under the Companies Act, 2013 and SEBI Regulations. This code inter alia prohibits the Directors disclosing of any unpublished price sensitive information and/ or dealing in the securities of the Company, while in possession of the unpublished price sensitive information of the Company.

You shall not buy, sell or deal in the securities without the requisite prior clearance from the Company, if the value of the proposed trades exceed the threshold limit as prescribed in the Code.

5. Induction and Training:

The Company will conduct a formal induction program to provide suitable training to Independent Directors to familiarise them with the Company, their roles, rights, responsibilities in the Company, nature of the industry in which the Company operates, business model of the Company, etc.

The Independent Directors will be encouraged to attend special training courses to perform their role in highest standards and to continually update their skills and knowledge.

6. Independent Professional Advice:

There may be occasions when you consider that you need professional advice in furtherance of your duties as a Director and it will be appropriate for you to consult independent advisers at the Company's expense. The Company will reimburse the full cost of expenditure incurred in accordance with the Company's policy.

7. Remuneration:

You will be entitled to remuneration in accordance with the criteria, as may be approved by the Board of Directors / Nomination and Remuneration Committee / Shareholders at their meeting within the applicable provisions of the Companies Act, 2013. You will be entitled to reimbursement of expenses for attending the meetings of the Board or Committees as may be decided by the Board of Directors.

8. Evaluation Processes:

As a member of the Board, your performance as well as the performance of entire Board and its Committee's shall be evaluated annually. Evaluation of each Director shall be done by all the other Directors.

9. Termination:

You may resign from your position at any time by giving a notice in writing to the Company stating the reasons for resignation.

Your appointment may also be terminated if, at any stage during your term, there is a change that may affect your status as an Independent Director as envisaged in Section 149(6) of the Act, or if you fail to meet the criteria for "Independence" under the provisions of the Listing Regulations.

Please confirm your agreement to the above by signing and returning the duplicate copy of this Letter.

**Yours Sincerely,
For and on behalf of
Maruti Infrastructure Limited**

Name
Designation

I have read and agree to the above terms regarding my appointment as an Independent Director of Maruti Infrastructure Limited.

Signed _____
Dated _____