

Date: _____

Dear Shri/Smt _____

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

This letter confirms your appointment w.e.f. _____ as an **Independent Director** of **Yedeshi Aurangabad Tollway Limited** (the *Appointment*) on the following terms and conditions of the Appointment.

Appointment:

1. Your Appointment is for a term of [●] years from the date of appointment, subject to approval of the Members at the general meeting.
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 and Articles of Association or the Companies Act, 2013 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.

As per the Board's current assessment, you may be appointed as the Chairman/Member of various committees of the Board of Directors.

5. 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

6. As a Non-Executive Independent Director you are expected to bring objectivity and independence of view to the Board's discussions and to help provide the Board with effective leadership in relation to the Company's strategy, performance, and risk management as well as ensuring high standards of financial probity and corporate governance. The Board generally meets four times in a year. The Audit Committee generally meets atleast four times

in a year. Besides, there are other Committee meetings like the Nomination and Remuneration Committee etc. meetings of which are ordinarily convened as per requirements. You will be expected to attend Board and Board Committees to which you may be appointed and Shareholders meetings and to devote such time to your duties, as appropriate for you to discharge your duties effectively.

7. By accepting this appointment, you confirm that you are able to allocate sufficient time to meet the expectations from your role to the satisfaction of the Board.
8. 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)
 - Accountability under the Director's Responsibility Statement
9. 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) as well as the Code of Conduct in Schedule VI of the Securities and Exchange Board of India (Infrastructure Investment Trusts) Regulations, 2014 (the "**InvIT Regulations**").
10. Your guidance in the area of your expertise will be immensely valuable to the Company.

Fees

11. You will be paid sitting fee as may be decided 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 for actual travel and accommodation expenses incurred as may have been incurred by you while performing your role as an Independent Director of the Company, as per the Articles of Association of the Company.

Confidentiality

12. We request you to 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, the IRB Infrastructure Trust, the IRB group, the investors, the shareholders and any unitholders with which you come into contact by virtue of your position as an Independent Director of the Company.
13. Your attention is drawn to the requirements under both legislation and regulation as to the disclosure of price-sensitive information.

14. You agree to abide by the code of conduct adopted by the Board of the company and applicable law.

TERMINATION

15. 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 on the Board. In terms of provisions of the Companies Act, 2013, you are required to file a copy of your resignation letter with the Registrar of Companies, Mumbai.
16. Continuation of your appointment is contingent on your getting re-elected by the shareholders in accordance with provisions of Companies Act, 2013 and the Articles of Association of the Company, from time to time in force.
17. Your appointment or termination would be in accordance with the provisions of the Articles of Association of the Company from time to time in force.

GENERAL

18. This Letter and any non-contractual obligations arising out of or in connection with this Letter are governed by, and shall be construed in accordance with, the laws of India, and the parties agree to submit to the exclusive jurisdiction of the courts of Mumbai.
19. Please confirm your agreement to the above by signing and returning the enclosed duplicate of this Letter.

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Yours sincerely,

For and on behalf of Yedeshi Aurangabad Tollway Limited

Director

I confirm and agree to the terms of my appointment as an independent director of **Yedeshi Aurangabad Tollway Limited** as mentioned above.

Signature

Name: _____

Place: _____

Date: _____