



Date .....

Mr/Ms. ....

.....

**SUB: LETTER OF APPOINTMENT AS INDEPENDENT DIRECTOR**

Dear Sir/Madam,

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

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, as amended ("**SEBI LODR 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 SEBI LODR Regulations and the Articles of Association of the Company ("**Articles**").

**I. Tenure of Appointment**

You will serve as an Independent Director for an initial term of ..... consecutive years commencing from ..... Your appointment is subject to the approval of the shareholders at the next Annual General Meeting of the Company.

You may hold office as an Independent Director for a maximum of 2 terms of up to five years each. However, your second term, if any, will require approval of the Shareholders of the Company by a Special Resolution.

Your appointment is subject to the maximum Directorships that one can hold as per the provisions of the Act and the SEBI LODR 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. You are also expected to comply with the Company's Code of Conduct for Directors and Senior Management 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 Designated Persons as formulated by the Company under the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, as amended.

#### **IV. Board Committees**

During your tenure as Independent Director, you may be requested to be appointed as member/ chairperson 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, SEBI LODR Regulations or any other applicable laws:

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

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

Your role, functions, duties and liabilities are as set out under the Act, rules made thereunder, the SEBI LODR Regulations and the 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 SEBI LODR 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. 100,000 (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 attend at least 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 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.

**IX. 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**

**Whole Time Director and Chief Executive Officer**

Agree and Accept

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

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**Director**