



**MEP INFRASTRUCTURE
DEVELOPERS LIMITED**

APPOINTMENT LETTER FOR INDEPENDENT DIRECTOR

Date:

Dear Mr. /Mrs.

Re: YOUR INDUCTION AS INDEPENDENT DIRECTOR ON THE BOARD OF THE COMPANY

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

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

1. Your appointment is for a term of five years ending on _____
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 and 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 of Association and Articles of Association or the Companies Act, 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.
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.
6. An annual performance evaluation of the Board as a whole and of the individual directors will be carried out. The criteria for performance evaluation will be as determined by the Nomination and Remuneration Committee. Your performance evaluation will be done excluding your presence. Your re-appointment will also be on the basis of the report of your performance evaluation.

Duties & Responsibilities

7. As a member of the Board you along with the other Directors will be collectively responsible for meeting the objective of the Board which include
 - requirements under the Companies Act, 2013
 - accountability under the Directors' Responsibility Statement.
8. You shall be abide by the "Code for Independent Directors' as outlined in Schedule IV to Section 149(8) of the Companies Act, 2013 and duties of Directors as provided in the Companies Act, 2013 (including Section 166) and as per Regulation 25 of the SEBI (LODR) Regulations, 2015 and as amended from time to time.
9. You will also be responsible for providing guidance in the area of your expertise.

Fees

10. As an Independent Director your remuneration will comprise of a sitting fee for attending the Board Meetings/ Committee Meetings. The remuneration payable will be subject to tax and statutory deductions or levies.

11. You will be paid a sitting fee of Rs. _____/- per Board/Committee Meeting, or any other higher amount as may be approved by the Board.
12. In addition to the remuneration described aforesaid, the Company may pay or reimburse to you such fair and reasonable expenditure, as may have been incurred by you while performing your role as an Independent Director of the Company. This could include reimbursement of expenditure incurred by you for attending Board/Committees meetings, Annual General Meetings etc.

Confidentiality

13. You acknowledge that all information acquired during your appointment or engagement as a director with the Company is confidential to the Company and should not be released, communicated, nor disclosed either during your appointment or following termination (by whatever means), to third parties without prior approval of the Board. This restriction shall cease to apply to any confidential information which may (other than by reason of a breach of the confidentiality obligations set out herein) become available to the public generally.
14. Your attention is drawn to the requirements under both legislation and regulation as to the disclosure of price-sensitive information. Consequently you should avoid making any statements that might risk a breach of these requirements without prior clearance from the Chairman.
15. You agree to abide by the code of conduct adopted by the Board of the company. A copy of which is enclosed.

Interpretation, Amendments and Modifications

16. This letter constitutes the terms and conditions of your appointment.
17. If deemed necessary any modification will be effected in compliance with applicable law and if required subject to approval of shareholders of the Company.
18. Any reference to any law, legislation or provision thereunder will include reference to such law, legislation or provision as may be amended, modified, re-enacted or supplemented from time to time.

General

19. For the purposes of this letter Group Company shall mean the Company and any of its subsidiaries or step – down subsidiaries or joint venture companies.

If at any time you have any comments or questions relating to your position as an Independent Director you are welcome to contact the Company Secretary.

On behalf of the Company and the Board, we look forward to your valued participation in the Board deliberations and successful direction to the Company's activities.

Please confirm your acceptance by signing and returning the enclosed copy of this letter.

Yours Sincerely,
For and on behalf of
MEP Infrastructure Developers Limited

Chairman and Managing Director

(Letter from Independent Director)

From _____
DIN (_____)

To
The Board of Directors
MEP Infrastructure Developers Limited
B1-406, Boomerang, Chandivali Farm Road,
Near Chandivali Studio, Andheri East,
Mumbai – 400 072

Dear Sir(s)

Re: MY INDUCTION AS INDEPENDENT DIRECTOR ON THE BOARD OF YOUR COMPANY

I acknowledge your letter dated _____ with regard to my induction in the Board of Directors of your Company.

I accept, confirm and agree to the terms of my appointment as an Independent Director of your Company.

Yours Sincerely,

(Signature)
Name:
Place:
Date: