

GTPL HATHWAY LIMITED

Mr./Mrs. _____

Dear Sir/Madam,

Subject: Appointment as an Independent Director of GTPL Hathway Limited (“Company”).

On behalf of the Company, I am pleased to inform you that the members of the Company in their ____ Annual/Extraordinary General Meeting held on _____ have appointed you as an Independent Director of the Company (“**Independent Director**”).

Subject to the detailed terms of this appointment letter, your appointment shall be for an initial period of five years extending from _____ to _____, not liable to retire by rotation, but may continue thereafter for a second term of five years subject to the provisions of the Companies Act, 2013 (and the rules framed thereunder) (“**Act**”) or the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“**SEBI Listing Regulations**”) or any other statutory enactments, rules or listing agreement(s) entered into or to be entered into by the Company with stock exchange(s) (“**Listing Agreement**”), as amended from time to time.

The terms of your appointment as an Independent Director, which shall in any event be subject to the Articles of Association of the Company (“**Articles**”), are set out below:

Appointment

1. In compliance with provision section 149(13) of the Act, your directorship shall not be subject to annual election by the members of the Company at the annual general meeting of the Company as stipulated in section 152(6) of the Act.
2. Notwithstanding the other provisions of this appointment letter, the appointment may be terminated in accordance with the provisions of the Articles of the Company or on failure to meet the parameters of independence as defined in section 149(6) of the Act or on occurrence of any event as defined in section 167 of the Act.
3. Upon termination of your appointment or upon your resignation for any reason, duly intimated to the Company, you shall not be entitled to any damages for loss of office and compensation shall be payable to you in respect of portion of the term served by you.

Role

4. You shall perform the duties of an Independent Director in accordance with the Articles and the Code of Conduct for Independent Directors formulated by the Company in accordance with schedule IV to the Act, the SEBI Listing Regulations and Listing Agreement, as amended from time to time and any document relating to the respective duties of the Independent Director as approved by the Board of Directors of the Company ("**Board**") subject to applicable law.
5. You shall devote such time to the affairs of the Company as is required by your duties as an Independent Director. By accepting the appointment, you confirm that you shall be in a position to allocate sufficient time to meet the expectations of your role.

Fees and other expenses

6. You shall be paid such sitting fee for your services as an Independent Director for every Board meeting and/or committee meeting attended by you in person or through video conferencing, as may be approved by the Board from time to time within the limit prescribed under the Act, the SEBI Listing Regulations, as applicable and the Listing Agreement, as amended from time to time.
7. In addition to the fees described in paragraph 6 above, the Company shall reimburse you for all reasonable out of pocket expenses incurred in carrying out your duties from time to time.
8. The Company maintains a Directors and Officers Insurance Policy to pay for the personal liability of directors and officers for claims made against them while serving on the Board and/or as an officers of the Company.

Other directorships and business interests

9. You are required to disclose any business interest in any company or companies or body corporate, firms, or other than those of the Company.
10. If you are directly or indirectly concerned or interested in any contact or arrangement entered into or proposed to be entered into by the Company:
 - a. with any body corporate in which you individually or in association with any director hold more than two percent shareholding of that body corporate or are a promoter, manager, chief executive officers of such body corporate, or
 - b. with a firm or other entity in which you are a partner, owner or member, as the case may be,

You shall disclose the nature of the said concern or interest in the meeting of the Board in which such contract or arrangement is to be discussed and shall not participate in such meeting.

Provided that if you are not concerned or interested in at the time of entering into such contract or arrangement, but become concerned or interested in future, the disclosure shall be made at the first Board meeting held after such interest has arisen.

Code of Conduct

11. During the tenure of your appointment you are required to comply with the Code of Conduct for Independent Directors formulated by the Company and all relevant regulations including the Code of Conduct for Fair Disclosure of Unpublished Price Sensitive Information formulated under the provisions of the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, and such other requirements as the Board may from time to time specify.

Confidentiality

12. You must apply the highest standards of confidentiality, and not disclose to any person or company (whether during the course of your appointment or at any time after its termination), any confidential information concerning the Company or any group companies, subsidiaries, joint ventures and associate companies with which you may come into contact by virtue of your position as an Independent Director.
13. Your attention is also drawn to the requirements under applicable law as to the disclosure of price sensitive information. Consequently, you should not make any statements that might risk a breach of the requirements under applicable law.
14. On termination of your appointment, you shall deliver to the Company all documents, papers and other property of or relating to the business, if any, of the Company or any group companies, subsidiaries, joint ventures and associate companies, which are in your possession, custody or power by virtue of your position as an Independent Director.

Review Process

15. Your performance as an Independent Director shall be reviewed by the entire Board. Based on the report of performance evaluation, the decision of re-appointment shall be made, subject to the applicable provisions the Act and or the SEBI Listing Regulations or any other statutory enactments, rules or Listing Agreement, as amended from time to time.
16. In line with provision of clause IV, sub-clause 5 and 6 of schedule IV, under the Act, the Company shall make available for inspection the terms and conditions of your appointment at its registered office during normal business hours and shall also arrange for posting of such terms and conditions on its website.

Membership of Committees

17. This Letter refers to your appointment as an Independent Director. In the event that you are also asked to serve on one or more of the committees of the Board, such appointments shall be covered in a separate communication setting out the relevant committee's terms of reference and any specific responsibilities

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 unconditionally agree to submit to the exclusive jurisdiction of the courts situated in [Ahmedabad].
19. Please confirm your agreement to the above by signing and returning the enclosed duplicate of this Letter.

Yours faithfully,

Name:

Designation:

Place: _____

Date: _____

I have read and unconditionally agree to the above terms and conditions regarding my appointment as an Independent Director of the Company.

DIN No.:

Place: _____

Date: _____