

Date: 29.09.2015

To,

Mr. Omprakash Agrawal
81 Sterling Towers, 3rd Cross Lane,
Lokhandwala, Andheri West, Mumbai- 400053

Dear Sir,

Re. Your appointment as an Independent Director (ID) in DB Realty Limited

We are pleased to inform you that at the Annual General Meeting held on 26th September, 2015, the shareholders have approved your appointment as an Independent Director of the Company.

We welcome you on the Board of D B Realty Limited as an Independent Director.

This letter sets out the terms of your appointment/re-appointment.

1. Appointment

- (i) You have been appointed as a Non-Executive Independent Director on the Board of Directors of Company for a period of five consecutive years for a term upto 29th March, 2020. Your appointment shall be governed by the provisions of the Companies Act, 2013 and the Equity Listing Agreement and are also subject to the maximum permissible Directorships that one can hold as per the provisions of the Companies Act, 2013 and the Listing Agreement.
- (ii) The term 'Independent Director' should be construed as defined under the Companies Act, 2013 and the Listing Agreement.
- (iii) The Company has adopted the provisions with respect to the appointment and tenure of ID which is consistent with the Companies Act, 2013 and the Listing Agreement. Accordingly, the ID will serve for not more than two terms of five years each on the Board of the Company. The disengagement earlier than five years will be in accordance with the provisions of the Companies Act, 2013 or on mutually agreed terms.
- (iv) The provisions contained in the Companies Act, 2013 and the Listing Agreement will apply as regards performance evaluation of ID is concerned. The performance of ID shall be evaluated by the entire Board of Directors, excluding the Director being evaluated. On the basis of the report of performance evaluation, it shall be determined whether to extend or continue the term of the appointment as an ID.

2. Committees

During the Appointment, you may be required to serve on one or more of the committees of the Board as may be decided by the Board from time to time.

DB REALTY LIMITED

3. Duties

- (i) You will observe the highest standards of ethics in the role as ID.
- (ii) You will observe, in letter and spirit, the duties of directors as stipulated in relevant sections of the Companies Act, 2013 ('Act') and the relevant Rules prescribed thereunder, in particular, as stipulated in section 166 of the Act.
- (iii) You will also likewise observe the Code for Independent Directors which is codified as Schedule IV of the Act.
- (iv) You will strive to avoid the occurrence of any events specified under section 167 of the Act, which would result in vacation of office as Director. You will also strive to avoid incurring any of the disqualifications mentioned in section 164 of the Act. In the unfortunate event of such events / disqualifications getting attracted, you will immediately inform the Company of the same.
- (v) You will observe the Code of Conduct for Directors of the Company, the Code for Prevention of Insider Trading in the Securities of the Company and other similar Codes as formulated by the Company from time to time.
- (vi) You will be required to exercise powers and discharge responsibilities as a director in accordance with the applicable law, the Company's Articles of Association and the applicable policies and procedures of the Company.
- (vii) You will disclose any direct or indirect interest which you may have in any matter being considered at a board meeting or committee meeting and save as permitted under the Act and other applicable law, you will not vote on any resolution of the Board, or its committees, on any matter where you have any direct or indirect interest.

4. Remuneration

You would receive a fee ('Sitting Fee') for attending meetings of the Board or Committees thereof. The quantum of Sitting Fee shall be such as is determined by the Board from time to time.

5. Reimbursement of Expenses

In addition to the sitting fees, the Company will, reimburse you for travel, hotel and other incidental expenses incurred by you in the performance of the role and duties as ID.

6. Conflict of Interest

It is accepted and acknowledged that you may have business interests other than those of the Company. As a condition to appointment commencing, you are required to declare any such directorships, appointments and interests to the Board in writing in the prescribed form at the time of the appointment.

In any event, you become aware of any potential or actual conflicts of interest then it should be disclosed as soon as they become apparent and the agreement of the Board may have to be sought.

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7. Confidentiality

All information acquired during your appointment as ID is confidential to Company and should not be released, either during the appointment or following termination (by whatever means) to third parties without prior clearance from the Chairman unless required by law or by the rules of any stock exchange or regulatory body.

8. Termination

- (i) You may resign from your position at any time but are requested to serve a reasonable written notice to the Board.
- (ii) 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. You will not be entitled to compensation if the shareholders do not re-elect you at any time.
- (iii) Your appointment may be concluded if you commit a material breach of your obligations to the Company or you are guilty of fraud or dishonesty or acted in a manner which brings or is likely to bring you or the Company into disrepute or is materially adverse to the interests of the Company
- (iv) Continuation of your appointment is also contingent on the satisfactory performance as ID and is subject to applicable law.

9. Governing Law:

The Appointment and the terms are governed by the laws of India.

Thanking You

Yours truly


Managing Director

