

LETTER OF APPOINTMENT FOR INDEPENDENT DIRECTOR

June 4, 2018

Ms. Anita Ramachandran
 2401-2402, A wing, Raheja Atlantis,
 Ganpat Rao Kadam Marg,
 Lower Parel, Mumbai, 400013,
 Maharashtra, India

Sub: Reappointment as Independent Director

Dear Ms. Ramachandran,

We thank you for your confirmation to IDFC Asset Management Company Limited (“**Company**”) that you meet the criteria of independence as envisaged in Section 149(6) of the Companies Act, 2013. Pursuant to the said confirmation, we have the pleasure in confirming your reappointment on the Board as an Independent Director (“**ID**”) of the Company.

This letter sets out the terms and conditions covering your appointment.

Appointment

At the 18th Annual General Meeting (“**AGM**”) of the Company held on June 4, 2018, the Shareholders confirmed your reappointment as ID for the 2nd term for Three consecutive years i.e. till June 3, 2021. Being an ID, your appointment is subject to the provisions of the Companies Act, 2013, as amended from time to time. Accordingly, the Company has adopted the provisions with respect to appointment, maximum permissible Directorships that one can hold and tenure of ID which is consistent with the Companies Act, 2013.

Committees

Currently, you are Chairperson/Member of the following Committees:

Sr. No.	Name of the Committee	Designation
1.	Audit Committee	Member
2.	Nomination & Remuneration Committee	Chairperson
3.	Corporate Social Responsibility Committee	Member

The Board may change the terms of reference of the Committee or may reconstitute the composition of any/all committees, from time to time. Further, the Board of Directors may, if it deems fit, invite you for being appointed on one or more existing Board Committees or any such Committee(s) that may be set up in the future.

Your appointment on such Committee(s) will be subject to the applicable laws, rules and regulations.

You shall serve on the Committee with the same diligence and commitment as a representative of the Board to ensure its working and proper functioning not only in accordance with law, but in keeping with the expectations of the external stakeholders. Your membership to the Board Committee shall co-exist with your term as Independent Director and shall automatically come to an end at the cessation of your term or revocation of this offer, whichever is earlier.

Time Commitment

As an Independent Director you are requested to endeavor to bring objectivity and independence of view to the Board's discussions and decision making and also to help the Board in taking effective and informed decisions in relation to the Company's strategy, planning, performance appraisal, risk management, governance, etc. and also in ensuring highest standards of financial integrity and corporate governance.

The Board meets at least four times in a year. The Committee Meetings shall be held at such intervals as may be required. You are requested to attend Meetings of the Board and Committees on which you are a Chairperson/ Member or you may be appointed as a Chairperson / Member.

By accepting this appointment, you confirm that you would be able to allocate sufficient time as is prudent and necessary for the proper performance of the role, duties and responsibilities as an ID.

Role and Duties

IDs have the same general legal responsibilities to the Company as any other Director. The Board as a whole is collectively responsible for the success of the Company. The Board:

- Sets the Company's values and standards and ensures that its obligations to its shareholders and others are understood and met.
- Provides entrepreneurial leadership to the Company within a framework of prudent and effective controls which enable risk to be assessed and managed;
- Sets the Company's strategic aims, ensures that the necessary financial and human resources are in place for the Company to meet its objectives, and reviews management performance.

Your role and duties will be those as defined under the Companies Act, 2013, as may be amended from time to time. This is provided in the Code for Independent Directors annexed to this letter of appointment and marked as **Annexure 1**.

Familiarisation and Continuing Education

The Company shall, wherever required, support IDs to continually update their skills and knowledge and improve their familiarity with the Company and its business, growth plans, the peculiarities of the industry in which the Company operates, its goals and expectations and long term plans and objectives. The Company will arrange/fund for training on all matters which are common to the whole Board and/or in the circumstances where there are changes/amendments in the laws/rules/regulations applicable to the Company.

Independent Professional Advice

There may be occasions when you may need professional advice in furtherance of your duties as a Director and it will be appropriate for you to consult independent advisers at the Company's expense. The Company will reimburse all professional fees reasonably and properly incurred by you for such advice.

Insurance

IDFC Limited ("IDFC") has Directors' and Officers' Liability Insurance which covers the ID of all the subsidiary companies of IDFC. IDFC will maintain such cover for the full term of your appointment as may be felt necessary. The Company will ensure that the premiums for the same are paid in time. A copy of the policy document will be supplied on request.

Code of Conduct

As an ID of the Company, you agree to abide by the Code for Independent Directors as annexed to this letter of appointment as **Annexure 1**.

Conflict of Interest

It is accepted and acknowledged that you may have business interests other than those of the Company. As a condition to your appointment, you are required to declare your directorships, appointments and interests to the Board in writing in the prescribed form and also keep the information updated as and when required. You are also required to provide such other information/declaration/documents pertaining to your interest in other entities as may be required pursuant to the applicable statutes.

In the event that, in your judgment, circumstances seem to have changed and might give rise to a conflict of interest for you or, wherever applicable, circumstances that might lead the Board to revise its judgment that you are independent, the same should be disclosed to the Board immediately. During your appointment you should not get involved (whether directly or indirectly) in any Company which might reasonably be considered to compete or have a significant relationship with the said Company without the prior written approval of the Board.

Remuneration

The sitting fees would be payable for attending the board meetings and committee meetings as may be decided by the Board.

Further, 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 ID of the Company.

Reimbursement of Expenses

In addition to the above, you will be paid for the travelling expenses including airfare, hotel stay and car on rental and other incidental expenses incurred by you in the performance of your role and duties and for attending the Board/Committee Meetings in person or through video conferencing or any other audio-visual mode, as may be prescribed in the Companies Act, 2013.

In case, an ID has any other pecuniary relationship, as defined in the Companies Act, 2013 apart from the above remuneration, the same shall be immediately disclosed to the Board.

Evaluation

The Company will carry out an evaluation of the performance of the Board as a whole, Board Committees and Directors on an annual basis.

Evaluation of each Director shall be done by all the other Directors. The criteria for evaluation shall be determined by the Nomination & Remuneration Committee. However, the actual evaluation process shall remain confidential and shall be a constructive mechanism to improve the effectiveness of the Board / Committee. If, in the interim, there are any matters which cause you concern about your role you should discuss them with the Chairperson as soon as is appropriate.

Disclosure of Interest

The Company must include in its Annual Accounts a note of any material interest that a Director may have in any transaction or arrangement that the Company has entered into. Such interest should be disclosed no later than when the transaction or arrangement comes up at a Board meeting so that the minutes may record your interest appropriately and our records are updated. A general notice that you are interested in any contracts with a particular person, firm or company is acceptable.

Termination

Your directorship on the Board shall terminate or cease in accordance with the applicable provisions of the Companies Act, 2013.

You may resign from your position by giving a notice in writing to the Company stating the reasons for resignation. The resignation shall take effect from the date on which the notice is received by the Company or the date, if any specified by you in the notice, whichever is later.

If at any stage during the term, there is a change that may affect your status as an Independent Director as envisaged in Section 149 (6) of the Companies, Act 2013, you agree to promptly submit your resignation to the Company with effect from the date of such change.

Co-operation

In the event of any claim or litigation against the Company, based upon any alleged conduct, act or omission on your part during your term, you agree to render all reasonable assistance and cooperation to the Company and provide such assistance and documents as are necessary and reasonably requested by the Company or any regulatory/statutory authority.

Confidentiality

All information acquired during your appointment is confidential to the Company and should not be released, either during your appointment or following termination (by whatever means), to third parties without prior clearance from the Chairperson.

Your attention is also 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 Chairperson or Company Secretary.

Governing Law

This agreement is governed by and will be interpreted in accordance with Indian law and your engagement shall be subject to the jurisdiction of the Mumbai courts.

Acceptance of Appointment

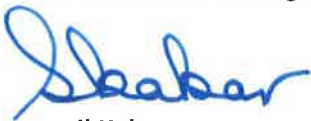
We are confident that the Board and the Company will benefit immensely from your rich experience and we are eager to have you as an integral part in the growth of our Company. If these terms of appointment are acceptable to you, please confirm your acceptance by signing and returning the enclosed copy of this letter.

In line with the provision of clause IV sub clause 6 of Schedule IV of the Companies Act, 2013, the terms and conditions of your appointment as Independent director shall be available to public and also be placed on the website of the Company.

We thank you for your continued support and commitment to the Company.

Yours sincerely,

For IDFC Asset Management Company Limited



**Sunil Kakar
Chairman**

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

Signed 
Dated : June 4, 2018