

22nd July, 2014

Mr D E Udwadia
Empress Court, Dinshaw Vachha Road,
Churchgate
Mumbai 400 020.

Dear Sir,

Re: Your appointment as the Independent Director of the Company

We are pleased to advise you that at the Annual General Meeting held on 22nd July, 2014, shareholders have approved your appointment as an Independent Director of the Company to hold office for a term of five consecutive years from 1st April, 2014 to 31st March, 2019.

A. Preliminary

Your appointment is subject to the following:

1. You will submit a declaration in the beginning of every financial year under section 149 (7) of the Companies Act, 2013 ("the Act") during your tenure confirming whether you meet the criteria of independence.
2. You will promptly inform the Board of any change in the status of your independence.
3. So long as you are independent director of the Company, the number of companies in which you hold office as a director or a chairman or committee member will not exceed the upper limit stipulated under the Act and the listing agreement.
4. So long as you are independent director of the Company, you will ensure that you do not get disqualified to act as a director pursuant to the provisions of section 164 of the Act.
5. You will ensure compliance with other provisions of the Act and the listing agreement as applicable to you as an independent director.

B. Term

Your appointment as an independent director is for a term of five (5) consecutive years commencing from 1st April, 2014 to 31st March, 2019, during which period you will not be subject to retirement by rotation. Your tenure will also be subject to your continuing to meet the criteria of independence throughout.

C. Committees

You may be nominated on one or more committees of the board and in such event you will be provided with the relevant committee's term of reference and any specific

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responsibilities.

D. Code of Conduct and Duties and Responsibilities

1. You will abide by the Code of Business Conduct and Ethics to the extent applicable to an independent director of the Company.
2. You will abide by the Guidelines of professional conduct, Role, Function and Duties as an independent director as provided in Schedule IV of the Companies Act, 2013.
3. You will not hold office as a director or any other office in a competing company/ firm/ entity.
4. You are expected to stay updated on how best to discharge your roles, responsibilities, and duties and liabilities, as an independent director of the Company under applicable law, including keeping abreast of current changes and trends in economic, political, social, financial, legal and corporate governance practices.
5. You are expected to:
 - (i) take decisions objectively and solely in the interests of the Company;
 - (ii) facilitate Company's adherence to high standards of ethics and corporate behavior;
 - (iii) guide the Board in monitoring the effectiveness of the Company's governance practices and to recommend changes, required if any;
 - (iv) guide the Board in monitoring and managing potential conflicts of interest of management, Board members and stakeholders, including misuse of corporate assets and abuse in related party transactions;
 - (v) guide the Board in ensuring the integrity of the Company's accounting and financial reporting systems, including the independent audit, and that appropriate systems of control are in place, in particular, systems for risk management, financial and operational control, and compliance with the law and relevant standards.

E. Performance Evaluation

Your reappointment or extension of term and your remuneration will be recommended by the Nomination and Remuneration Committee to the Board, pursuant to a performance evaluation carried out by the Board.



F. Remuneration

1. Your annual remuneration will be as under:
 - (a) sitting fees for attending each meeting of the Board and its committees as may be determined by the Board from time to time, and
 - (b) commission that may be determined by the Board payable at the end of each financial year will be based on the performance of the Company and your performance evaluated by the Board of directors.
2. You will be entitled to reimbursement of expenses incurred by you in connection with attending the Board meetings, Board Committee meetings, general meetings and in relation to the business of the Company towards hotel accommodation, travelling and other out-of-pocket expenses.
3. Pursuant to applicable law, you will not be entitled to any stock options.

G. Insurance

The directors would be covered /indemnified as per the policy of the Company.

H. Prohibition on Insider Trading

You will follow the WABCO's - "Code for Prevention of Insider Trading" on insider information and the requirement under the Companies Act, 2013 and SEBI Regulations, which inter-alia requires that price-sensitive information is not used or transmitted and maintained securely. You should not make any statements that might risk a breach of these requirements without prior clearance.

I. Miscellaneous

1. All the terms as mentioned above, including your appointment, remuneration, professional conduct, roll and functions, duties and evaluation shall be governed by the Companies Act, 2013 and rules made thereunder and corporate governance requirement under the Listing Agreement as amended from time to time.
2. 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 subject to the exclusive jurisdiction of the Courts of India.

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3. You will have access to confidential information, whether or not the information is marked or designated as "confidential" or "proprietary", relating to the Company and its business including legal, financial, technical, commercial, marketing and business related records, data, documents, reports, etc., client information, intellectual property rights (including trade secrets), ("Confidential Information").

You shall use reasonable efforts to keep confidential and to not disclose to any third party, such Confidential Information.

If any Confidential Information is required to be disclosed by you in response to any summons or in connection with any litigation, or in order to comply with any applicable law, order, regulation or ruling, then any such disclosure should be, to the extent possible, with the prior consent of the Board.

Please confirm your acceptance by signing, dating, and returning a copy of this letter to the Company.

Yours faithfully,
for WABCO INDIA LIMITED



P Kaniappan
Managing Director

Agreed and Accepted



D E Udawadia

MR. DARIUS E. UDWADIA – BRIEF PROFILE

Mr. Darius Udwadia is a Solicitor and Advocate of the Bombay High Court. He is also a Solicitor of the Supreme Court of England.

Mr. Udwadia is a founder partner of M/s. Udwadia & Udeshi, Solicitors & Advocates since July, 1997 which is presently named Udwadia Udeshi & Argus Partners. Prior to July 1997, he was a partner of M/s. Crawford Bayley & Co., Solicitors & Advocates for over 20 years. He and his Firm are legal advisors to Indian and multinational companies.

Mr. Udwadia has during his nearly 50 years of active law practice acquired substantial knowledge, skill, experience and expertise in areas of corporate law, mergers, acquisitions and takeovers, corporate restructuring, foreign collaboration, joint ventures, project finance, intellectual property, international loans and finance related transactions, real estate and conveyancing.

Mr. Udwadia also serves on the Board of several reputed Indian public and private Companies.



Dated 14th July, 2014.