

TERMS AND CONDITIONS OF APPOINTMENT OF INDEPENDENT DIRECTORS

[Pursuant to Schedule IV to the Companies Act, 2013 and
SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015]

This terms and conditions of appointment of the Independent Directors of India Power Corporation Limited (hereinafter referred to as the “Company”) are subject to the provisions of the Companies Act, 2013 and the Rules framed thereunder (hereinafter referred to as the “Act”), SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (hereinafter referred to as the “Listing Regulations”), the Articles of Association of the Company, the Code and Policies of the Company and other Rules and Regulations, if any, prevalent at the time of appointment and during the tenure of the Independent Director. Any amendment in the provisions of the Act, Rules, Regulations or modification of the Policies or Codes of the Company shall automatically entail changes in the terms and conditions of appointment of the Independent Director.

The terms and conditions of appointment of Independent Directors are as follows:

1. **Appointment:**

- a. The Independent Director shall hold office for a term of upto five consecutive years from the date of appointment;
- b. The office of the Independent Director shall not be liable to retirement by rotation;
- c. The Independent Director shall be eligible for re-appointment, subject to the Independent Director meeting the independence criteria as laid down under the Act and the Listing Regulations and report of performance evaluation of the Independent Director, on passing of a Special Resolution by the Company, based on the recommendation of the Nomination and Remuneration Committee and the Board of Directors of the Company (hereinafter referred to as the “Board”).

2. **Committees:**

The Independent Director may be invited by the Board to serve on one or more Board Committees or Other Committees of the Company, either as Chairman or Member. The role of these Committees shall be determined by the Board from time to time. The induction of an Independent Director as a Chairman or Member in any Committee shall be subject to all applicable Laws, Rules and Regulations.

3. **Time Commitment:**

An Independent Director is expected to attend all the Board Meetings, Committee Meetings of which they are a Member and General Meetings of the Company and devote such time as is prudent for proper performance of roles, duties and responsibilities. In terms of the provisions of the Act, an Independent Director shall not absent himself from all the meetings of the Board held during a period of twelve months with or without seeking leave of absence of the Board.

4. **Role, Functions and Duties:**

The roles, functions and duties of an Independent Director will be those normally required of an Independent Director under the Act. The Board may also assign various roles, functions and duties to the Independent Director from time to time. The Independent Director shall be guided by the Code for Independent Directors as prescribed under Schedule IV to the Act and shall comply with the Code of Conduct for the Board of Directors and Senior Management of the Company.

5. **Insurance:**

The Company may avail Directors’ and Officers’ Liability Insurance Policy to safeguard and protect the interest of the Independent Director from any contingent liability as a good corporate governance measure.

6. **List of actions prohibited:**

Independent Director shall not:

- a. disclose confidential information acquired at the time of appointment or during the tenure, to third parties except as permitted by law or specifically authorised by the Company;

- b. abuse the position to the detriment of the Company or its stakeholders or for the purpose of gaining direct or indirect personal advantage or advantage for any associated person;
- c. participate in a discussion for a contract or arrangement or a proposed contract or arrangement with a body corporate or a firm or other entity, in case the Independent Director is interested, either in terms of the Act, Listing Regulations or other applicable Laws, Rules and Regulations;
- d. engage in any activity which might impede the application of the independent judgment in the best interest of the Company.

7. Remuneration:

- a. The Independent Directors shall be paid sitting fees for attending the meetings of the Board and the Committee of which they are Members as may be determined by the Board from time to time;
- b. In addition to the sitting fees, the Independent Directors may also be paid commission as may be approved by the Shareholders of the Company and determined by the Board from time to time;
- c. The Company may reimburse such reasonable expense as may be incurred by the Independent Directors while performing their role as an Independent Director, including expenditure incurred by the Independent Director for participation in the Board, Committee or General Meetings, site visits, induction and training programmes etc.

8. Disclosures:

The Independent Director shall give the following information, declaration or confirmation to the Company:

- a. Annual declaration in terms of the provision of Section 149(7) of the Act;
- b. Intimation in Form DIR-8 to the effect that the Independent Director is not disqualified under Section 164(2) of the Act on an annual basis;
- c. Disclosures under the Company Code of Conduct to regulate, monitor and report trading by Insiders;
- d. Disclosures under the Code of Conduct for the Board of Directors and Senior Management of the Company;
- e. Disclosure of interest or concern, directly or indirectly, in any Company, Body Corporate, Firms, or other Association of Individuals in Form MBP-1 pursuant to Section 184(1) of the Act at the first Board Meeting in which the Independent Director participates as a Director and thereafter at the first Board Meeting in every financial year and whenever there is any change in the disclosures already made, then at the first Board Meeting held after such change;
- f. Details of Committee positions held in other Companies on an Annual Basis and changes in the Committee positions as and when they take place in terms of Regulation 26(2) of the Listing Regulations.

9. Discontinuation:

The Independent Director may resign from the Directorship of the Company by giving a notice in writing to the Company. The resignation shall take effect from the date on which the notice is received by the Company or the date, if any, specified by the Independent Director in the notice, whichever is later;

The Directorship on the Board of the Company of the Independent Director shall terminate or cease in accordance with provisions of the Act, the Listing Regulations or other applicable laws and in accordance with provisions contained in the Articles of Association of the Company.

Apart from the grounds of termination as specified above, the Directorship of an Independent Director may be terminated for:

- Violation of any provision of the Code of Conduct for the Board of Directors and Senior Management of the Company;
- The Independent Director failing to meet the criteria for Independence as envisaged under Section 149(6) of the Act and Regulation 16 of Listing Regulations, as amended from time to time.

Upon termination or resignation for any reason, the Independent Director shall not be entitled to any damages or compensation for loss of office or otherwise and no fee or remuneration or commission, as the case may be, will be payable in respect of any unexpired portion of the term of appointment.