



Date:

To,

**The Independent Director**

JSW Infrastructure Limited

**Sub: - Your appointment/re-appointment as an Independent Director of the Company**

Dear Sir/Ma'am,

We are pleased to inform You that upon the recommendation of the Nomination and Remuneration Committee, the Board of Directors ("**the Board**") of JSW Infrastructure Limited ("the Company") has in its meeting held on (-) approved Your appointment/re-appointment as an Non-Executive Independent Director of the Company w.e.f. (-) upto (-). Your appointment /re-appointment is subject to the approval of Shareholders by way of General Meeting/Postal Ballot.

This letter sets out the terms of Your appointment/re-appointment as an Non-Executive Independent Director of the Company.

**(1) Appointment**

- 1.1 Your appointment/ reappointment is subject to your confirmation of meeting criteria of Independence and satisfying all other eligibility conditions for appointment /reappointment as an Independent Director of the Company as provided under Section 149, and other applicable provisions of the Companies Act, 2013 ("**the Act**") and Regulation 16 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("**Listing Regulations**").
- 1.2 You are not disqualified from being appointed as a Director in terms of Section 164 of the Act; and
- 1.3 You have not been debarred from holding the office of Director by virtue of any Order passed by the Securities and Exchange Board of India or any such authority.
- 1.4 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.
- 1.5 Your appointment/re-appointment is also subject to the maximum permissible Directorships that an individual can hold as per the provisions of the Act & Listing Regulations.
- 1.6 You will promptly inform the board of any change in status of your independence. You will also comply with other provision of the Act & Listing Regulations.

**(2) Appointment on the Committees of the Board**

2.1 During the tenure of your office, you may be required to serve on one or more Committees of the Board. You will be provided with the relevant terms of reference on your appointment to such a Committee.

**(3) Time Commitment**

3.1 The Board expects you to devote sufficient time & attention towards the business affairs of the Company and participate actively & constructively in:

- (a) Meetings of the Board of Directors held each quarter or more frequently;
- (b) The Annual General Meeting of the Company;
- (c) Meetings of various Board Committees of which you are a member
- (d) Separate meetings of the Non-Executive Independent Directors

3.2 The Board meets at least four times in a financial year. The Audit Committee also meets at least four times in a financial year. Besides, there are other Committee meetings like Stakeholders' Relationship Committee, Corporate Social Responsibility Committee, Sustainability Committee, Finance Committee, Business Investment Committee, Risk Committee, Project Review Committee and Nomination & Remuneration Committee.

3.3 At certain times it may be necessary to convene additional Board, Committee or Shareholder Meetings, at shorter notice if need be and it is expected that you will make every effort to attend the same.

3.4 By accepting this appointment, you undertake that, taking into account all other commitments you may have, you are able to, and will, devote sufficient time to your duties as a Non-Executive Independent Director.

**(4) Duties and responsibilities**

4.1 As a Non-Executive Independent Director you are expected to bring objectivity and independence of view to the Board's discussions in relation to the Company's strategy, performance, and risk management as well as ensuring high standards of financial probity and corporate governance.

4.2 You will abide by the Code of Business Conduct and Ethics to the extent applicable to the Independent Director of the Company.

4.3 You will abide by the Guidelines of the professional conduct, Role, function and duties as an Independent Director as provided in Schedule IV of the Companies Act, 2013.

4.4 Your role and duties will be those normally required of a Non-Executive Independent Director under the Companies Act, 2013 and Code of Independent Directors in Schedule IV thereto and Listing Regulations.



- 4.5 You are expected to stay updated on how best to discharge the roles, responsibilities, duties and liabilities, as an Independent Director of the Company under applicable law, including keeping abreast of current changes and trends in economy, political, social, financial, legal and corporate governance practices.
- 4.6 You will exercise your powers in your role as a Non-Executive Independent Director having regard to relevant obligations under prevailing law and regulation, including the Companies Act 2013.
- 4.7 You shall act in good faith in order to promote the objects of the Company for the benefit of its members as a whole, and in the best interest of the Company.
- 4.8 You shall discharge your duties with due and reasonable care, skill and diligence.
- 4.9 You shall not involve yourself in a situation in which you may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the Company.
- 4.10 You shall not assign your office as Independent Director and any assignments so made shall be void.
- 4.11 You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.

**(5) Remuneration and expenses**

- 5.1 You will be paid such remuneration by way of sitting fees for attending the meetings of the Board and its Committees as may be decided by the Board. Further, you will also be paid remuneration by way of commission as may be approved by the Board within an overall ceiling approved by the Shareholders.
- 5.2 In addition to the remuneration described in the above paragraph, the Company will, for the period of your appointment, reimburse you for international/inland travel (International travel reimbursement applicable to Foreign Nationals only), hotel and other incidental expenses incurred by you in the performance of your role and duties.

**(6) Confidentiality**

- 6.1 All information acquired during Your appointment is confidential to JSW Infrastructure Limited ("JSWIL") and should not be released, either during your appointment or following termination (by whatever means) to third parties without prior clearance in writing from the Chairman, unless required by law or by the rules of any stock exchange or regulatory body. On reasonable request, you shall surrender any documents and other materials made available to you by JSWIL.
- 6.2 This restriction shall cease to apply to any confidential information which may (other than by reason of your breach) become available to the public generally.



- 6.3 You acknowledge the need to hold and retain company information (in whatever format you may receive it) under appropriately secure conditions.
- 6.4 You will not, except with the prior written consent of the Company, be in any way connected with or interested in any business in competition with that of the Company. This does not prevent you from holding equity or other securities in other companies, however it is expected that you will not serve on the Boards of competing companies.

**(7) Prohibition on Insider Trading**

- 7.1 You will follow the Companies Code of Conduct and Procedures for Fair Disclosure of Unpublished Price Sensitive Information & Company's Code of Conduct for Board Members and Senior Management.
- 7.2 You and your immediate relatives should not trade in the securities of the Company, except in the manner stated in the Company's Code of Conduct to Regulate, Monitor and Report Trading by Designated Persons and with the approval of the Compliance Officer.
- 7.3 You will not disclose any unpublished price sensitive information that is not generally available which upon becoming generally available, is likely to materially affect the price of the securities of any listed Group Entities of JSW Group as applicable to You.

**(8) Conflict of Interest and Disclosures**

- 8.1 You are required to disclose to the Company your interests and any matters which affect your independence. You are required to notify the Company whenever there is any change in these interests.

**(9) Termination of Office**

- 9.1 You may resign from your position at any time and should you wish to do so, you are requested to inform the Board through formal letter of resignation along with detailed reasons.
- 9.2 Continuation of your appointment shall be subject to the Nomination Policy of the Company in force from time to time and 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 in force. You will not be entitled to compensation if the Shareholders do not re-elect you at any time.
- 9.3 Notwithstanding the other provisions of this letter, your appointment may be terminated at any time by the Board in accordance with the provisions of the Act and Articles of Association of the Company. Without prejudice to the generality of the foregoing, your directorship on the Board of the Company would also be subject to performance evaluation of Independent Directors to be carried out by the Board as per the Board Evaluation Policy of the Company, for determining whether to extend or continue the term of appointment of the independent director.



**(10) Insurance**

The Company has a Directors' and Officers' liability insurance in place and it is intended to maintain appropriate and adequate cover for the full term of your appointment.

**(11) Performance Evaluation:**

Your re-appointment 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.

Please acknowledge Your acceptance by signing where indicated below and returning to us the enclosed copy of this letter.

Yours faithfully,  
For **JSW Infrastructure Limited**,

\_\_\_\_\_  
**Joint Managing Director & Chief Executive Officer**

Din:  
Date:  
Place:

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

Signed .....  
DIN: .....  
Dated: .....  
Place: .....