

Draft Appointment Letter of Independent Directors

Dated :

Mr. _____

Dear Sir,

Sub: Your appointment as an independent director of Sembcorp Energy India Limited ("**Company or SEIL**")

We are pleased to inform you that the members of the Company have at their Board/ General meeting held on _____, given their approval to appoint you as an independent director of the Company to hold office for a term of 5 years with effect from _____ to _____. Pursuant to the Companies Act, 2013 (the "**Act**"), and applicable Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 and the terms relating to your appointment is enclosed along with the necessary annexures.

Kindly acknowledge the receipt of the same and confirm your acceptance of the terms and conditions and provide us a signed copy of the same.

Thank you.

Yours sincerely
For Sembcorp Energy India Limited

Chairman/ Managing Director

Terms of Appointment of Independent Director

1. TERM OF OFFICE

Your term of appointment as a non-executive independent director on the board of directors (the “Board”) of the Company shall be for an initial period of five (5) years from _____ to _____ and you shall be eligible for re-appointment for another term of up to five (5) years subject to the approval of the members of the Company by way of special resolution in this regard. You shall not be eligible to hold the office of the independent director for more than two (2) consecutive terms.

You shall not be liable to retire by rotation as per the relevant provisions of the Act and the Articles of Association of the Company.

2. BOARD COMMITTEE

The Board may invite you for appointment on other committee(s) of the Board, either existing or proposed. Your appointment on such committee(s) shall be subject to the applicable laws and terms of Reference of such committee(s).

3. COMMITMENTS

3.1 As an Independent Director

As an Independent Director on the Board, you will be expected to perform your duties, whether statutory, fiduciary or common law, faithfully, efficiently and diligently to a standard commensurate with both the functions of your role and your knowledge, skills and experience. You will have all the usual duties of an independent director under Company law, and such additional duties as may be agreed with the Board, which may relate to the business of the Company.

You will familiarize yourself with the Code for Independent Directors which contains the directors' duties, roles and responsibilities and as set out in _____ and as provided under the Act.

By accepting this appointment, you agree to devote such time as is necessary for the proper performance of your role, duties and responsibilities as an independent director of the Company.

If at any time during the term, there is any change that affects your status as an independent director, you agree to immediately submit your resignation to the Company after the date of such change.

3.2 The Company

The Company shall provide you with adequate notice of the dates along with a agenda of proposed Board meeting, general meetings, and meetings of Board's committees in compliance with applicable rules and regulations as specified under the Act.

The Company shall, if required, conduct formal training and development programs for its independent directors, which may include any or all of the following:

- 3.2.1 Board roles and responsibilities;
- 3.2.2 Company's vision, strategic direction, core values, ethics and corporate governance

- practices;
- 3.2.3 Familiarization with financial matters, management team and business operations; and
- 3.2.4 Meetings with stakeholders, visits to business locations and meetings with senior and middle management.

The Company shall, as may be required, support directors to continuously update their skills and knowledge and improve their familiarity with the Company and its business.

4. REMUNERATION

As an Independent Director, you shall be paid a sitting fee and other remuneration as may be permitted under the law and as may be decided by the Board from time to time for attending the meetings of Board and the committees of which you are a member or chairperson, subject to the provisions of the Act and applicable rules and regulations made thereunder. The Board reserves the right to revise/modify the sitting fees for attending the meetings of the Board and its committees, from time to time.

The Company shall reimburse you for all traveling, hotel, and other incidental expenses properly and reasonably incurred by you in performance of your duties as per the provisions of the Act in conjunction with the rules and policies of the Company.

As an independent director, you shall not be entitled to any stock option and shall not be covered by any pension scheme of the Company.

5. PERFORMANCE EVALUATION

The Board shall carry out an annual evaluation of its performance and that of its committees and individual directors, including independent directors, in terms of the Board Evaluation Policy or any other guidelines in this regard. Your re-appointment on the Board and/or committees thereof shall be subject to the outcome of the evaluation process.

If, in the interim, there are any matters which cause you concern about your role you should discuss them with the managing director or the chief financial officer or the company secretary of the Company as soon as you can.

6. LIABILITY / INSURANCE

As an independent director, you will be liable only in respect of such acts of omission or commission by the Company which had occurred with your knowledge, attributable through board processes, and with your consent or connivance or where you had not acted diligently. You are also liable for the acts done by you in violation of the applicable codes of conduct, policies and rules of the Company, any provisions of the Act and applicable rules and regulations made thereunder.

The Company may take appropriate directors' and officers' liability Insurance policy as per the policy implemented by the Company from time to time.

7. TECHNOLOGY

You may make use of video, telephone, electronic mail, any other technology which permits each director to communicate with the other directors, or any combination of these technologies for the purpose of calling and holding directors' meetings.

You may attend the Board or committee meetings through video conferencing or other audio visual means subject to the applicable provisions of the Act.

8. CONFLICT OF INTEREST

It is accepted and acknowledged that you may have business interests other than those of the Company. During your term, you agree to promptly notify the Company of any change in your directorships and providing such other disclosures and intimations as may be required under the Act or other applicable Laws.

Further, you also agree upon becoming aware of any potential conflict of interest with your position as an independent director of the Company, you shall promptly disclose the same to the Board/company secretary of the Company.

9. DISCLOSURES

You shall be required to submit certain information in the prescribed forms on a defined periodicity as provided under the provisions of the Act.

You are required to disclose to the Company your interests and any matters (excluding those matters which may be subject to legal professional privilege) which affect your independence.

During your tenure as an independent director you are required to give a declaration that you meet the criteria of an independent director every financial year as provided under Section 149 of the Act.

10. CODE OF BUSINESS CONDUCT

The Board of Directors of the Company adopted the Code of Business Conduct to be implemented by the Company. You are required to abide by the Code of Business Conduct adopted by the Company.

11. CONFIDENTIALITY AND ACCESS TO COMPANY RECORDS

Under the Act, the directors have a right of access to Company's documents and records, including financial records.

Any confidential information which may come to your knowledge in the performance of your duties as a director of the Company must not be divulged, except so far as:

- 11.1 may be necessary in connection with the proper performance of your duties to the Company;

11.2 the Company may from time to time authorize you to disclose such information as may be required by you with the condition that you will take all reasonable precautions as may be necessary to maintain the secrecy and confidentiality of all confidential information of the Company, and/or

11.3 You may be required by law to disclose.

12. TERMINATION

Your directorship on the Board of the Company shall terminate or cease in accordance with the provisions of the Act or upon expiry of the term of a appointment, whichever is earlier.

You may resign from the directorship of the Company by giving a notice in writing to the Company stating the reasons for the same. The resignation shall take effect from the date of receipt of notice by the Company or the date, if any, specified by you in the notice, whichever is later. It is desirable that you give the Chairman reasonable notice period of your intention to resign or to not seek re-appointment where that is possible so that the Company can plan for succession of skills and experience on the Board.

13. APPLICABLE LAW

This letter of appointment shall be governed by the laws of India.

Kindly confirm your agreement to the terms set out above by signing the endorsement on the enclosed copy of this. Please return a signed copy to me at the above address. By returning this letter duly signed, you agree that the Company may make this letter publicly available.

Yours sincerely
For Sembcorp Energy India Limited

Chairman/Managing Director