



## Terms and Conditions of appointment of Independent Directors

The terms and conditions of appointment of the Independent Directors are subject to the provisions of the Companies Act, 2013 ("the Act"), (as amended from time to time)

### Appointment

An Independent Director can be appointed for two consecutive terms in accordance with the requirements of schedule IV of the Companies Act 2013 (Act), They shall not be liable to retire by rotation. Re-appointment at the end of the term shall be based on the recommendations of the Nomination and Remuneration Committee, and subject to the approval of the Board and of the shareholders.

The broad terms and conditions of their appointment as Independent Directors are reproduced hereunder:

#### 1. Role, duties and responsibilities

- A. As member of the Board, they shall along with the other Directors will be collectively responsible for meeting the objectives of the Board which include:
  - Requirements under the Act,
  - Accountability under the Director's Responsibility Statement.
- B. They shall abide by the 'Code for Independent Directors' as outlined in Schedule IV to section 149(8) of the Act, and duties of Directors as provided in the Act (including Section 166).
- C. They shall particularly be requested to provide guidance in their areas of expertise.

#### 2. Time Commitment

They agree to devote such time as is prudent and necessary for the proper performance of their role, duties, and responsibilities as Independent Directors.

Considering the nature of the role of a director, it is difficult for a company to lay down specific parameters on time commitment. They shall agree to devote such time as is prudent and necessary for the proper performance of their role, duties and responsibilities as Independent Directors.

#### 3. Remuneration

As Independent Directors, they shall be paid sitting fees, as may be determined by the Board from time to time, for attending the meetings of the Board and the Committees of which they are members.

No commission shall be payable to the Directors beyond the sitting fees.

Further, the Company may pay or reimburse to them such expenditure, as may have been incurred by them while performing their role as an Independent Director of the Company. This

### **TATA POWER DELHI DISTRIBUTION LIMITED**

(A Tata Power and Delhi Government Joint Venture)

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could include reimbursement of expenditure incurred by them for accommodation, travel and any out-of-pocket expenses for attending Board/ Committee meetings, General Meetings, court convened meetings, meetings with management, site visits, induction and training (organized by the Company for Directors) and in obtaining, subject to the expense being reasonable, professional advice from independent advisors in the furtherance of their duties as Independent Directors.

#### **4. Insurance**

The Company will take an appropriate Directors' and Officers' Liability Insurance policy and pay the premiums for the same. It is intended to maintain such insurance cover for the Term of their appointment, subject to the terms of such policy in force from time to time.

#### **5. Tata Code of Conduct**

As Independent Directors of the Company, they shall agree to comply with the Tata Code of Conduct for Non-Executive Directors (NEDs).

Unless specifically authorised by the Company, they shall not disclose Company and business information to constituencies such as the media, the financial community, employees, shareholders, agents, franchisees, dealers, distributors and importers.

Their obligation of confidentiality will survive cessation of their directorship with the Company.

The provisions of both, Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 1992 and the Tata Code of Conduct on Prevention of Insider Trading, prohibiting disclosure or use of unpublished price sensitive information, would be applicable to the Independent Directors.

Additionally, they shall not participate in any business activity which might impede the application of their independent judgement in the best interest of the Company.

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As Independent Directors of the Company, they shall agree to report concerns about unethical behavior, actual or suspected fraud or violation of the Code of conduct for Independent Directors.

## **6. Training and Development**

The Company may, if required, conduct formal training program for its Independent Directors which may include any or all of the following:

- Board roles and responsibilities, whilst seeking to build working relationship among the Board members,
- Company's vision, strategic direction, core values, ethics and corporate governance practices,
- Familiarization with financial matters, management team and business operations,
- Meetings with stakeholders, visits to business locations and meetings with senior and middle management.

The Company may, as may be required, support Directors to continually update their skills and knowledge and improve their familiarity with the Company and its business. The Company will arrange for training on all matters which are common to the whole Board.

## **7. Performance Appraisal / Evaluation Process**

As a member of the Board, their performance as well as the performance of the entire Board and its Committees will be evaluated annually in accordance with the requirements of the Act. The evaluation of each Director shall be done by all the other Directors. The criteria for evaluation shall be disclosed in the Company's Annual Report. However, the actual evaluation process shall remain confidential and shall be a constructive mechanism to improve the effectiveness of the Board / Committee.

## **8. Disclosures, other directorships and business interests**

During the Term, they agree to promptly notify the Company of any change in their directorships and provide such other disclosures and information as may be required under the applicable laws. They also agree that upon becoming aware of any potential conflict of interest with their position as Independent Directors of the Company, they shall promptly disclose the same to the Chairman and the Company Secretary.

During their Term, they agree to promptly provide a declaration under Section 149(6) & (7) of the Act, upon any change in circumstances which may affect their status as an Independent Director.

## **9. Changes of personal details**

During their Term, they shall promptly intimate the Company Secretary and the Registrar of Companies in the prescribed manner, of any change in address or other contact and personal details provided to the Company.

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## 10. Disengagement

They may resign from the directorship of the Company 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 in the notice, whichever is later.

Their directorship on the Board of the Company shall cease in accordance with law. The Company may disengage Independent Directors prior to completion of Term (subject to compliance of relevant provisions of the Act) upon:

- Violation of any provision of the Code of Conduct for Independent Directors,
- Upon the director failing to meet the criteria for independence as envisaged in Section 149(6) of the Act.

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