



**Terms and Conditions of Appointment of Independent Directors**

Date: \_\_\_\_\_

To,

(Insert Name of Director)

(Insert Address)

Dear [•],

**Re: Your appointment as an Independent Director of Adani Power Limited.**

We are pleased to advise you that at the Annual General Meeting held on [•], shareholders have approved your appointment as an Independent Director of the Company to hold office for a period of [•] consecutive years w.e.f. [•]. The Brief outline for the appointment is as below:

1. During your tenure as an Independent Director, you will have to submit a declaration at the beginning of every Financial Year under Section 149(7) of the Companies Act, 2013 ("Act") stating that you meet the criteria for independence.
2. So long as you are an 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 limit stipulated under the Act and the Listing Agreement.
3. As advised by the Board, during the tenure of office, you may be required to serve on one or more Committees of the Board established by the Company as per its terms of reference.

You have been appointed on the following Committees of the Board:

<<To be modified as applicable>>

4. You will comply with the Code of Ethics and Business Principles Applicable to Non-Executive Directors and business principles to the extent applicable to an Independent Director of the Company as uploaded on the website of the Company.

Adani Power Ltd  
Achalraj  
Opp. Mayor Bungalow, Law Garden,  
Ahmedabad – 380 006  
Gujarat, India  
CIN: L40100GJ1996PLC030533

Tel +91 79 2555 7555  
Fax +91 79 2555 7177  
info@adani.com  
www.adani.com



5. You will comply with the guidelines of professional conduct, role, functions and duties, as an Independent Director provided in Schedule IV of the Companies Act, 2013.
6. You will be paid such remuneration by the way of sitting fees and reimbursement of expenses for attending meetings of the Board and its Committees and Commission that may be determined by the Board and Shareholders from time to time.
7. You will not hold office as a Director or any other office in a competing firm/entity.
8. You are expected not to involve 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.
9. The Company has Directors' and Officers' liability insurance and it is intended that the Company will assume and maintain such cover for the full term of your appointment.
10. Your reappointment or extension of term and your remuneration will be recommended by the Nomination and Remuneration Committee of the Board, pursuant to a performance evaluation carried out by the Board.

You are requested to sign the duplicate copy of this letter as a token of your acceptance.

Yours faithfully,

**Chairman of the Board**

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