



**BHUSHAN POWER & STEEL LIMITED**  
**TERMS OF APPOINTMENT OF**  
**INDEPENDENT DIRECTORS**

## **GENERAL TERMS AND CONDITIONS OF APPOINTMENT OF INDEPENDENT DIRECTORS OF THE COMPANY**

### **1. Regulatory Requirement**

The appointment of Independent Director (ID) is subject to approval of Shareholders at the Annual General Meeting subject to provisions of Sections 149, 150, 152 and any other applicable provisions of the Companies Act, 2013 and rules made there under and Clause 49 of the Listing Agreement.

### **2. Terms and Conditions of Appointment:**

1. The fresh appointment is for a further continuing period of 5 years effective from the date of appointment as ID.
2. ID shall not held directorship in more than seven companies including appointment in the company.
3. If ID is Whole Time Director in any other Company, then ID will not be appointed director in more than three companies.
4. The re-appointment or extension of tenure of ID will be evaluated by the Board on the basis of criteria laid down by Nomination Committee.
5. ID shall submit to the Board declaration of independence annually and at the time of appointment.
6. ID will comply the provisions of section 184 of the Act as and when there is any change in directorship.
7. ID will adhere to the "Code of Conducts" of the Company and also duties, roles and functions defined under Schedule IV of the Companies Act, 2013 and other applicable laws.
8. ID will follow SEBI regulations and Listing Agreement for insider trading which inter alia requires that price sensitive information is not used or transmitted. ID should not make any statement that might risk a breach of requirement
9. ID will ensure to attend the shareholders meeting.
10. ID shall be eligible for re-appointment a gap of three years after two consecutive terms of five years each.
11. ID will submit detailed profile before appointment.
12. The formal appointment letters, containing above terms of conditions of the appointment shall be issued by the Company

Independent Directors are expected to: -

- a) Take decision objectively and in the interest of the Company;
- b) Facilitate Company's adherence to corporate behaviour;
- c) Guide the board in monitoring and managing conflict of interest between board members and stakeholders.

***Remuneration***

- (i) Unless decided otherwise, ID will be paid sitting fees for each meeting of the Board and each Committee thereof as may decide by the Board of Directors and such commission on profit as may be recommended by the Nomination and Remuneration Committee and approved by the Board from time to time in terms of provisions of Section 197 of the Companies Act, 2013 and Rules made there under.
- (ii) ID will not be entitled to any bonus or stock option.
- (iii) ID will be entitled for reimbursement of all expenses which may have incurred in performing their role and incurred for the business. ID may submit details of expenses incurred to the Company.

***Confidentiality***

ID shall not disclose to any person or entity at least for the next five years from the date cessation of such ID any business plans or maps or any other information relating to business or business secret, of which ID has acquired during his tenure.