

Letter of Appointment

Date: _____

Mr./Ms. _____

Sub: Appointment as Non-Executive Independent Director under the Companies Act, 2013

We are pleased to inform you that the Board of Directors of GE Vernova T&D India Limited (formerly known as GE T&D India Limited) ('hereinafter referred to as GEVTD or the Company') at their meeting held on _____, on the recommendation of the Nomination and Remuneration Committee, has appointed you as Non-Executive-Independent Director on the Board of Directors of GEVTD for a term of _____ years with effect from _____, subject to approval of members at the ensuing _____ General Meeting.

This letter of appointment sets out the terms and conditions covering your appointment which are as follows:

1. Appointment

Your appointment as Non-Executive & Independent Director is for a term of _____ years on the Board of Directors of GEVTD with effect from _____ till _____.

However, your appointment is subject to approval of the Shareholders at the ensuing General Meeting of the Company, as per the provisions of the Companies Act, 2013 and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("SEBI Listing Regulations"). As an Independent Director, you will not be liable to retire by rotation.

The term "Independent Director" should be construed as defined under the Companies Act, 2013 and the SEBI Listing Regulations.

Your appointment and tenure as Independent Director shall be consistent with the applicable provisions of the Companies Act, 2013 and SEBI Listing Regulations.

2. Committees

The Board of Directors (the Board) may, if deems fit, invite you for being appointed on one or more existing Board Committees or any such Committee that is set up in the future. Your appointment on such Committee(s) will be subject to the applicable laws and regulations.

By accepting this appointment, you confirm that you are able to allocate sufficient time to meet the expectations from your role to the satisfaction of the Board.

3. Role and Duties

As a member of the Board, your role, duties and responsibilities will be those normally required of a Non-Executive Independent Director under the Companies Act, 2013 and the SEBI Listing Regulations.

You shall also abide by the 'Code for Independent Directors' as outlined in Schedule IV to the Companies Act, 2013, and duties of directors as mentioned under applicable provisions of the Companies Act, 2013 and the rules made there under and the SEBI Listing Regulations, as amended from time to time.

4. Remuneration

Fees/Commission:

You will be paid sitting fees for attending meetings of the Board and its Committees as may be decided by the Board and approved by the Shareholders, if required, from time to time.

The sitting fees presently payable to all Non-Executive Independent Director is Rs. 100,000/- per meeting of Board of Directors, Audit Committee, Corporate Social Responsibility Committee and Risk Management Committee and Rs. 30,000/- per meeting of Nomination and Remuneration committee and Rs. 20,000/- per meeting of any other committee of the Board and Rs. 20,000/- for attending of Independent Directors meeting.

Further, you will also be paid remuneration by way of commission as may be approved by the Board and the Shareholders from time to time.

Reimbursement of Expenses:

In addition to the remuneration described, hereinabove, the Company will, for the period of your appointment, reimburse you for travel, hotel and other incidental expenses incurred by you in the performance of your role and duties.

5. Code of Conduct & other compliances

During the tenure of appointment, you will comply with any relevant regulations as may be issued by the Government of India and such other authorized bodies as set up by the Government on its behalf, including the Code for Independent Directors, Code of Conduct and Ethics for Directors and Senior Executives, and Code of Conduct to Regulate, Monitor and Report Trading in Securities of the Company and such other requirements as the Board of Directors may from time to time specify.

At the first meeting of the Board in every financial year or whenever there is any change in the circumstances which may affect your status as an independent director, you shall give a declaration to that effect confirming that you meet the criteria of independence as provided in Section 149(6) of the Companies Act, 2013 and SEBI Listing Regulation.

6. Conflict of Interest

It is accepted and acknowledged that you may have business interests other than those of the Company.

As a condition to your appointment commencing, you are required to declare any such directorships, appointments and interests to the Board in writing in the prescribed form at the time of your appointment.

In the event that your circumstances seem likely to change and may give rise to conflict of interest or any circumstances that may lead the Board to revise its judgement that you are independent, should be disclosed to the Managing Director and Company Secretary.

7. Confidentiality

All information acquired during your tenure of appointment is confidential to GEVTD and should not be released or disclosed, either during your tenure of appointment or thereafter, to third parties 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 GEVTD.

Your attention is also drawn to the requirements under the applicable regulations and the GEVTD code formulated under SEBI (Prohibition of Insider Trading) Regulations, 2015, as amended, which concern the disclosure of unpublished price sensitive information and dealing in the securities of GEVTD. Consequently, you should avoid making any statements or performing any transactions that might risk a breach of these requirements without prior clearance from the Managing Director or the Secretary.

8. Evaluation

The Board of directors of the Company will carry out evaluation of the performance of the Board as a whole, Board Committees and Directors.

9. Insurance

GEVTD has Directors' and Officers' liability insurance and it is intended that GEVTD will assume and maintain such cover for the full term of your appointment.

10. Disclosure of Interest

You shall disclose material interest in any transaction or arrangement that the Company has entered into. Such interest should be disclosed not later than when the transaction or arrangement comes up at a Board meeting so that the minutes may record your interest appropriately. A general notice that you are interested in any contracts with a particular person, firm or company is acceptable.

11. Termination

- a) You may resign from your position at any time, and should you wish to do so, you are requested to serve a reasonable written notice.
- b) Continuation of your appointment 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, from time to time in force. You will not be entitled to compensation if the shareholders do not re-elect you at any time.
- c) Your appointment may also be terminated in accordance with the provisions of the Articles of Association of the Company, Companies Act 2013, the rules thereunder and other applicable laws, from time to time in force.

12. Governing Law

This letter of appointment is governed by and will be interpreted in accordance with Indian law and your engagement shall be subject to the jurisdiction of the Indian courts.

This letter constitutes neither a contract for services nor a service contract.

Please confirm your agreement to the terms of appointment relating to your appointment as a non-executive Independent Director of GEVTD by signing and returning to us the enclosed copy of this letter.

Yours sincerely,

**For and on behalf of GE Vernova T&D India Limited
(Formerly known as GE T&D India Limited)**

AGREE AND ACCEPT

I have read and understood the terms of my appointment as an Independent Director of the Company, and I hereby affirm my acceptance to the same.

Name:

Place:

Date: