


Sembcorp Green Infra Limited

(Formerly, Sembcorp Green Infra Private Limited)

CIN: U23200HR2005PLC078211

Regd. Office: Building 7A, Level 5, DLF Cyber City,
Gurugram – 122002, Haryana, India

Tel: (91) 124 6986700, Fax: (91) 124 6986710

Email: cs.india@sembcorp.com
Website: www.sembcorpindia.com

Terms and conditions of appointment of Independent Directors of the Company in accordance with the requirements of Schedule IV to the Companies Act, 2013 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.

A. Term:

Mr. Radhey Shyam Sharma, Mr. Mr. Kalaikuruchi Jairaj and Ms. Sangeeta Talwar, have been appointed as Independent Directors of the Company for a term of 5 (five) consecutive years by the members at their Extra Ordinary General Meeting held on July 31, 2026. The Appointment is for a term commencing from July 31, 2026 up to July 30, 2031.

B. Other Terms and Conditions

1 Committees

The Board may, if it deems fit, invite you to be appointed on one or more existing Board Committees or any such Committee that is to be set up in the future. The appointment on such Committee(s) will be subject to the applicable provisions of the Act and the SEBI Listing Regulations.

Upon your appointment to any one or more Committees, you will be provided with the terms of reference of the appropriate committee which sets out the functions and responsibilities of that Committee.

2 Time Commitment

While accepting the appointment, you confirm that you will be able to allocate sufficient time to perform your duties as an Independent Director and attend meetings of the Board or any Committee thereof. In addition to such attendance, you will be expected to devote appropriate preparation time ahead of each meeting.

3 Role and Duties

The role and duties will be those normally required of a Non-Executive Independent Director under the Act (read with the Rules framed thereunder) and the SEBI Listing Regulations as amended from time to time, respectively. There are certain duties prescribed for all Directors, both Executive and Non-Executive, which are fiduciary in nature and are as under:

- i. To act in accordance with the Company's Articles of Association.
- ii. To act in good faith in order to promote the objects of the Company for the benefit of its members as a whole, and in the best interest of the Company, its employees, the shareholders, the community and for the protection of environment.


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- iii. To discharge your duties with due and reasonable care, skill, diligence and to exercise independent judgment.
- iv. To not involve yourself 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. Please refer to clauses 8 and 13 for more details relating to your duties in a situation of conflict of interest.
- v. To not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.
- vi. To not assign your office as Director. Any assignments so made shall be void.

You shall act in accordance with the Articles of Association of the Company and while discharging your duties, comply with the requirements of Section 166 and Schedule IV of the Act (as amended). A copy of the provisions of 'Schedule IV of the Act relating to "Code for Independent Directors" ("**Code for Independent Directors**")' is enclosed with this letter as **Annexure-I**.

You will be held liable only in respect of such acts of omission or commission by the Company which have occurred with your knowledge, attributable through Board processes, and with your consent or connivance or where you have not acted diligently.

4 Code of Conduct of the Company:

The Company has relied on your declaration that you meet the criteria of independence as provided in Section 149(6) of the Act and the SEBI Listing Regulations.

The Company has a well-defined Code of Conduct ("**Code of Conduct**"), and every director is expected to abide by the Code of Conduct in complete letter and spirit. The same is enclosed with this letter as **Annexure-II**.

5 Remuneration

- 5.1 You will be paid such remuneration by way of sitting fees for attending meetings of the Board and the Committees of which you are a member. The sitting fees for attending each meeting of the Board and its Committees will be determined by the Board from time to time. In addition to the sitting fees, the Board may consider additional remuneration in the form of commission, if any, that may be paid to you as per the applicable provisions of the Act or SEBI Listing Regulations.
- 5.2 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.

6 Reimbursement of Expenses

In addition to the remuneration described in clause 6, the Company will, for the period of your appointment, reimburse you for travel, hotel and other incidental expenses incurred by you in the


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performance of your role and duties.

You may, at the Company's expense, seek independent legal or other professional advice where necessary, to perform your duties and will be entitled to reimbursement of costs incurred in seeking such advice. However, in such circumstances, prior to seeking such advice you should discuss the issues concerned with the Chairman of the Board.

7 Conflict of Interest

- 7.1 It is accepted and acknowledged that you may have business interests outside of the Company. As a condition for the commencement of your appointment as an Independent Director of the Company, you are required to declare all directorships, appointments and other business interests to the Board in writing in the prescribed form at the time of your appointment and at such other intervals as prescribed under the Act or SEBI Listing Regulations.
- 7.2 In the event that your circumstances seem likely to change and might give rise to a conflict of interest or, when applicable, circumstances that might lead the Board to revise its judgement that you are independent, this should be immediately disclosed to both the Chairman of the Board and the Company Secretary.

8 Confidentiality

You agree that both, during and after the term of appointment, you will hold in strict confidence and will not use for your own, or for another's benefit, or disclose or permit the disclosure of any confidential information relating to the Company, or any subsidiary or any group or associate companies of the Company, which you may acquire by virtue of your position as an Independent Director, including without limitation, any information about the deliberations of the Board. The restriction shall cease to apply to any confidential information which may (other than by reason of your breach of this clause 9), become available to the public generally.

9 Training and Development:

- 10.1. The Independent Director will be invited to attend ongoing training and familiarization sessions, including site visits, as and when conducted for Directors. The Company has in place a policy for familiarization programmes for Independent Directors which is enclosed with this letter as **Annexure-III**.
- 10.2. In addition, periodic presentations will be made at the Board and Committee meetings on business and performance updates of the Company, global business environment, business strategy and risks.


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10 Dealing in Securities of the Company:

- 11.1 Directors are prohibited from dealing in the Company's securities during the period when the trading window is closed. Directors are prohibited from forward dealing in securities of the Company. In addition, Directors should not engage in insider trading and are expected to comply with the Company's Code of Conduct for Regulating, Monitoring and Reporting of Trading by Designated Persons and their Immediate Relatives ("**Insider Trading Code**") as well as with the relevant provisions of Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 (as amended). The Company's Insider Trading Code is enclosed with this letter as **Annexure-IV**.
- 11.2 In addition, you acknowledge that the ultimate holding company of the Company, Sembcorp Industries Ltd ("**SCI**"), is listed on the Singapore Exchange (SGX) and so you agree to familiarize yourself and comply with all applicable securities trading laws and regulations as may be relevant to you in connection with listed status and listed securities of SCI.
- 11.3 During your term of appointment, you shall not enter into any agreement for yourself or on behalf of any other person, with any shareholder or any other third party with regard to compensation or profit sharing in connection with dealings in the securities of the Company, unless you have obtained the prior approval from the Board of Directors as well as public shareholders of the Company.

11 Insurance

The Company has Directors' and Officers' liability insurance, and it is intended to assume and maintain such cover for the full term of your appointment, subject to the terms of the policy in force from time to time.

A copy of the policy document will be supplied to you on request.

12 Disclosures, other directorships and business interests

During the term of your appointment, you agree to promptly notify the Company of any change in your directorships, appointments and other business interests and to provide such other disclosures and information as may be required under the applicable laws. You further agree that, upon becoming aware of any actual or potential conflict of interest relating to your position as an Independent Director of the Company, you shall promptly disclose the same to the Chairman of the Board and the Company Secretary. By signing this letter, you hereby confirm that as of the date of this letter, you have no such conflict of interest issues with your existing directorships, appointments and other business interests. You further confirm that your name has been included in the Independent Directors Databank maintained in accordance with applicable law, and you undertake to maintain all related compliances during your term as an Independent Director of the Company.


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Further, you agree to promptly provide a declaration under Section 149(7) of the Act and Regulation 25(8) of SEBI Listing Regulations confirming that you meet the criteria of independence as provided in Section 149(6) of the 2013 Act and Regulation 16(1)(b) of SEBI LODR and that you are not aware of any circumstance or situation, which exist or may be reasonably anticipated, that could impair or impact your ability to discharge your duties with an objective independent judgment and without any external influence. This declaration shall be submitted 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 of the Company.

13 Resignation & Termination of the Agreement

- 13.1 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 appointment, whichever is earlier. You may resign from your directorship by giving a notice in writing to the Company stating the reasons for the same and confirming that no other reason for resignation exists except as disclosed. 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. Your directorship on the Board of the Company shall cease in accordance with prevailing law. The Company may terminate your directorship prior to completion of your term of appointment in case of any violation of the Code for Independent Directors, Code of Conduct, Insider Trading Code or any other policies of the Company as may be applicable to Independent Directors.
- 13.2 If at any time during your term of appointment, there is a change that may affect your status as an Independent Director as envisaged in Section 149(6) of the Act read with the rules framed thereunder or Regulation 16(1)(b) of SEBI Listing Regulations, you agree to promptly submit your resignation to the Company with effect from the date of such change.

14 Relationship

- 15.1 The appointment letter constitutes neither a contract for services nor a service contract.
- 15.2 There will be no relationship of employer and employee as a consequence of your appointment as an Independent Director of the Company.

15 Governing Law

The appointment and terms hereunder are governed by the laws of India, and subject to the exclusive jurisdiction of courts at Gurugram, Haryana.


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16 Personal Data

By accepting this appointment, you acknowledge and consent that Sembcorp Green Infra Limited, its holding companies, subsidiaries and affiliates (collectively, the "**Sembcorp Group**") may collect, use, process, store, transfer and disclose your personal data (including personal information and supporting documents provided by you or generated in connection with your appointment) for purposes related to your directorship and the business, governance and administration of the Sembcorp Group, including but not limited to:

1. Administration and Corporate Governance

- maintaining director records, statutory registers and corporate records;
- facilitating Board, committee and shareholder meetings, training programmes and familiarisation activities;
- administering directors' remuneration, expenses, benefits and insurance arrangements;
- conducting director assessments, evaluations and succession planning; and
- managing security, compliance, audit and risk management processes.

2. Business, Financing and Corporate Transactions

- carrying out due diligence exercises;
- obtaining financing or insurance coverage;
- supporting acquisitions, divestments, joint ventures, restructuring transactions, investments, bids and other corporate activities; and
- executing, administering and enforcing agreements and other documents involving the Sembcorp Group.

3. Legal and Regulatory Compliance

- complying with applicable laws, regulations, stock exchange requirements, governmental, regulatory and judicial requests and reporting obligations;
- making disclosures required under applicable corporate governance, securities or listing regulations; and
- responding to audits, inspections, investigations and legal proceedings.

You further acknowledge and agree that your personal data may be transferred to and processed by members of the Sembcorp Group and by third-party service providers, professional advisers, insurers, financial institutions, auditors, regulators and governmental authorities, in each case where reasonably required for the purposes set out above and subject to applicable data protection laws, including the Digital Personal Data Protection Act, 2023 ("**DPDP Act**") and any rules made thereunder (as amended).

The Company shall process your personal data only for legitimate business, governance, legal and regulatory purposes and in accordance with applicable data protection laws and the Sembcorp Group's privacy policies, as amended from time to time. A notice in prescribed form under the Act and applicable rules shall be issued to you in due course.


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17 Publication of Letter

In line with the provisions of Schedule IV to the Act and SEBI Listing Regulations, the letter of appointment will be open for inspection at the registered office of the Company by any member during normal business hours, and the Company will also post this letter on the Company's website.

18 Changes in personal details

During your term of appointment, you shall promptly intimate the Company Secretary and the Registrar of Companies in the prescribed manner, of any change in your residential address or other contact and personal details.

19 Authority

The letter of appointment is issued under the authority of the Board.

20 Counterparts

The letter of appointment is issued in two counterparts and if you accept these terms relating to your appointment as a Non-Executive Independent Director of the Company, kindly indicate your acceptance of these terms by signing and returning to the Company a counterpart of this letter.

For any questions or clarifications with respect to the terms and conditions of appointment contained in this letter, please contact the Company Secretary of the Company.

Yours sincerely

For Sembcorp Green Infra Limited

Chairman

ACCEPTANCE OF THE APPOINTMENT

I agree to the terms and conditions of my appointment as an Independent Director of the Company as set out above in the letter of appointment.

Name of Independent Director: _____

DIN: _____

Enclosures: As above.