

19 July, 2019

Mr. P.Chaudhuri
H1591, Chittaranjan Park,
New Delhi - 110 019

Dear Sir,

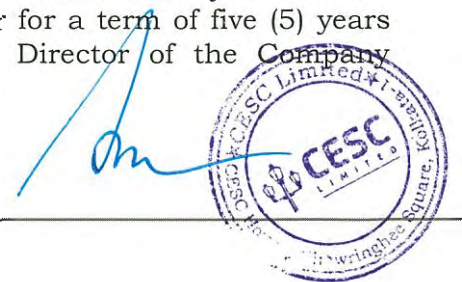
Sub: Re-appointment as an Independent Director

We are pleased to inform you that at the Annual General Meeting held on 19 July, 2019 shareholders of CESC Limited ('the Company') have approved your re-appointment as an Independent Director of the Company to hold office for a term of 5 (five) consecutive years effective from 01 October, 2019. Accordingly, we confirm the said re-appointment as a Non-executive member of the Board of Directors of the Company ('the Board').

This letter of re-appointment sets out the terms and conditions covering your re-appointment and your role, duties, responsibilities and liabilities as a Non-executive Independent Director on the Board.

1. **Re-appointment**

- 1.1 Your re-appointment is subject to the provisions of the Companies Act, 2013 ('the Act') and Rules framed thereunder.
- 1.2 This is a contract for service and is not a contract of employment with the Company.
- 1.3 As an Independent Director, you will not be liable to retire by rotation.
- 1.4 Your re-appointment is subject to the maximum permissible Directorships that may be held as per the provisions of the Act and Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("LODR").
- 1.5 In accordance with the currently applicable provisions of the Act and the LODR, Independent Directors will serve for not more than two terms of five year each on the Board. You will serve as an Independent Director for a term of five (5) years on the Board. You will cease to hold office as a Director of the Company immediately after expiry of your term.



A handwritten signature in blue ink is written over a circular blue stamp. The stamp contains the text 'CESC Limited' and 'Chowringhee Square' around the perimeter, with a central logo.

- 1.6 The Board may invite you to serve on one or more of the Committees constituted by the Board, subject to applicable regulations.
- 1.7 You will devote such time as is prudent and necessary for the proper performance of your role, duties and responsibilities as an Independent Director.
- 1.8 You will ensure compliance with all applicable provisions of the Act, Rules thereunder and the LODR.
- 1.9 You shall not be entitled to any stock option.
- 1.10 Copy of this letter shall be posted on the website of the Company.

2. **Remuneration**

- 2.1 As a Non-executive Independent Director, you may be entitled to such Commission on profits of the Company for a financial year as may be decided by the Board and approved by the shareholders of the Company from time to time.
- 2.2 You will also be entitled to such amount of Sitting Fees for attending meetings of the Board and any Committee(s) thereof as may be decided from time to time. Currently, the amount of such Sitting Fees is Rs.1,00,000/- per meeting of the Board and Rs. 1,00,000/- per meeting of any Committee of the Board.
- 2.3 You will also be entitled to reimbursement of travel, hotel and other incidental expenses incurred by you in the performance of your role and duties.

3. **Role and Duties**

Your role and duties will be those normally required of a Non-executive Independent Director under the Act and the LODR. There are certain duties prescribed for all Directors, which include the following:

- 3.1 You shall act in accordance with the Company's Articles of Association.
- 3.2 You shall 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.
- 3.3 You shall discharge your duties with due and reasonable care, skill and diligence.
- 3.4 You shall 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.
- 3.5 You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.



3.6 You shall not assign your office as Director and any assignments so made shall be void.

3.7 You shall abide by the applicable code for prevention of Insider Trading in the securities of the Company.

4. **Code of Conduct**

As an Independent Director of the Company, you agree to abide by the code of business conduct and ethics for members of the board and senior management officers.

5. **Performance Appraisal / Evaluation Process**

As laid down in the Act, your performance as a member of the Board as well as the performance of the entire Board and its Committees shall be evaluated annually.

6. **Disclosures, other directorships and business interests**

6.1 During the term, you agree to promptly notify the Company of any change in your directorships, and provide such other disclosures and information as may be required under the applicable laws.

6.2 You also agree that upon becoming aware of any potential conflict of interest with your position as Independent Director of the Company, you shall promptly disclose the same to the Chairman and the Company Secretary.

7. **Cessation**

7.1 Your directorship on the Board shall terminate or cease in accordance with law. Apart from the grounds of termination as specified in the Act, your directorship may be terminated for violation of any provision of the Code of Conduct as applicable to Directors.

7.2 You may resign from the directorship of the Company by giving a notice in writing to the Company stating the reasons for resignation and also to Registrar of Companies. The resignation shall take effect from the date on which the notice is received by the Company or the date, if any, specified by you in the notice, whichever is later.

7.3 If at any stage during the term, there is a change that may affect your status as an Independent Director as envisaged in Section 149(6) of the Act, or, if applicable, you fail to meet the criteria for "independence" under the provisions of LODR, you agree to promptly submit your resignation to the Company with effect from the date of such change.



A handwritten signature in blue ink is written over a circular blue stamp. The stamp contains the text "CESC Limited" in the center, with "Chowringhee, Calcutta" written around the bottom edge. The signature is a stylized, cursive "A" followed by a wavy line.

8. **Confidentiality**

- 8.1 You must apply the highest standards of confidentiality and not disclose to any person or company (whether during the course of the re-appointment or at any time after its termination) any confidential information concerning the Company and any Group Companies with which you come into contact by virtue of your position as a Non-executive Director of the Company.
- 8.2 Your attention is drawn to the requirements under both legislation and regulation as to the disclosure of price sensitive information. Consequently, you should avoid making any statements that might risk a breach of these requirements without prior clearance from the Chairman or Company Secretary.

9. **Governing Law**

This agreement 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.

10. **Acceptance of Re-appointment**

We are confident that the Board and the Company will benefit immensely from your rich experience and we are eager to have you as an integral part of the growth of our Company. If these terms of re-appointment are acceptable to you, please confirm your acceptance by signing and returning the enclosed copy of this letter.

We look forward to your continued support.



Yours sincerely,


Company Secretary

SEC: 12395

28 March, 2019

Mr. K. Jairaj, IAS (Retired)
Vaishnavi Splendour,
A-1003, #12/44, 3rd Cross,
Poojari Layout, Geddala Halli,
RMV Extension, 2nd Stage,
Bengaluru - 560 094.

Dear Sir,

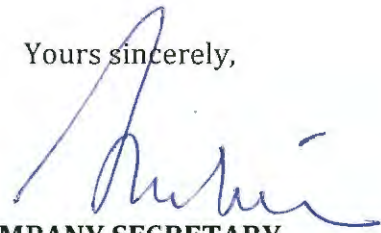
Reappointment as Non-Executive Independent Director

We are pleased to inform you that at the last Annual General Meeting of the Company, shareholders have approved your re-appointment as a Non-Executive Independent Director for five consecutive years from 1st August, 2019 up to 31 July, 2024. Accordingly, we confirm your said reappointment on the same terms and conditions, *mutatis mutandis*, applicable to your original appointment as communicated to you in our earlier letter dated 1 August, 2014.

Please confirm your acceptance by signing and returning the enclosed copy of this letter.

We look forward to your continued kind support and guidance.

Yours sincerely,



COMPANY SECRETARY

SEC: 12393

28 March, 2019

C.K. Dhanuka, Esq.
Dhunseri Petrochem & Tea Ltd.
4A, Woodburn Park
Kolkata 700 020

Dear Sir,

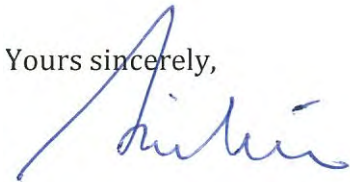
Reappointment as Non-Executive Independent Director

We are pleased to inform you that at the last Annual General Meeting of the Company, shareholders have approved your re-appointment as a Non-Executive Independent Director for five consecutive years from 1st April, 2019 up to 31 March, 2024. Accordingly, we confirm your said reappointment on the same terms and conditions, *mutatis mutandis*, applicable to your original appointment as communicated to you in our earlier letter dated 30 July, 2014.

Please confirm your acceptance by signing and returning the enclosed copy of this letter.

We look forward to your continued kind support and guidance.

Yours sincerely,



COMPANY SECRETARY

SEC: 12394

28 March, 2019

Ms. Rekha Sethi
Director General
All India Management Association
Management House
14, Institutional Area
Lodi Road
New Delhi - 110 003

Madam,

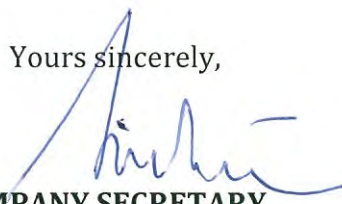
Reappointment as Non-Executive Independent Director

We are pleased to inform you that at the last Annual General Meeting of the Company, shareholders have approved your re-appointment as a Non-Executive Independent Director for five consecutive years from 30 May, 2019 up to 29 May, 2024. Accordingly, we confirm your said reappointment on the same terms and conditions, *mutatis mutandis*, applicable to your original appointment as communicated to you in our earlier letter dated 30 July, 2014.

Please confirm your acceptance by signing and returning the enclosed copy of this letter.

We look forward to your continued kind support and guidance.

Yours sincerely,



COMPANY SECRETARY

30 November, 2019

Mr. Sunil Mitra,
Chirantan, 241, Shantipally, 2nd Floor,
Behind Acropolis Mall, Rajdanga,
Kolkata-700107

Dear Sir,

Appointment as an Independent Director

We are pleased to inform you that the Board of Directors of the Company at its meeting held on 14 November, 2019 has approved your appointment as an Independent Director of the Company to hold office for a period of five consecutive years effective from 14 November, 2019. The said appointment as an Independent Director will be placed for approval of the members of CESC Limited (‘the Company’) at the Annual General Meeting to be held in due course.

This letter of appointment sets out the terms and conditions covering your appointment and your role, duties, responsibilities and liabilities as a Non-executive Independent Director on the Board.

1. **Appointment**

- 1.1 Your appointment is subject to the provisions of the Companies Act, 2013 (‘the Act’) and Rules framed thereunder.
- 1.2 As an Independent Director, you will not be liable to retire by rotation.
- 1.3 Your appointment is subject to the maximum permissible Directorships that may be held as per the provisions of the Act and Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (‘LODR’). As of now, the limit is twenty companies inclusive of ten public companies.
- 1.4 The Board may invite you to serve on one or more of the Committees constituted by the Board, subject to applicable regulations.
- 1.5 You will ensure compliance with all applicable provisions of the Act, Rules thereunder and the LODR.
- 1.6 You shall not be entitled to any stock option.
- 1.7 As required, this letter shall be posted on the website of the Company.



CESC Limited

2. **Remuneration**

- 2.1 As a Non-executive Independent Director, you may be entitled to such Commission on the profits of the Company for a financial year as may be decided by the Board and approved by the shareholders of the Company from time to time.
- 2.2 You will also be entitled to such amount of Sitting Fees for attending meetings of the Board and any Committee(s) thereof as may be decided from time to time. Currently, the amount of such Sitting Fees is Rs.1,00,000/- per meeting of the Board and any Committee of the Board.
- 2.3 You will also be entitled to reimbursement of travel, hotel and other incidental expenses incurred by you in the performance of your role and duties.

3. **Role and Duties**

Your role and duties will be those normally required of a Non-executive Independent Director under the Act and the LODR

4. **Code of Conduct**

As an Independent Director of the Company, you agree to abide by the code for Independent Director in terms of Schedule IV to the Act and the code of business conduct and ethics for members of the board and senior management officers. Copy of the same is provided herein as Annexure.

5. **Performance Appraisal / Evaluation Process**

As laid down in the Act and the LODR, your performance as a member of the Board as well as the performance of the entire Board and its Committees shall be evaluated annually.

6. **Disclosures, other directorships and business interests**

- 6.1 During the term, you will promptly notify the Company of any change in your directorships, and provide such other disclosures and information as may be required under the applicable laws.
- 6.2 Upon becoming aware of any potential conflict of interest with your position as Independent Director of the Company, you shall promptly disclose the same to us.

7. **Cessation**

- 7.1 Your directorship on the Board shall terminate or cease in accordance with law. Apart from the grounds of termination as specified in the Act, your directorship may be terminated for violation of any provision of the Code of Conduct as applicable to Directors.
- 7.2 You may resign from the directorship of the Company by giving a notice in



writing to the Company stating the reasons for resignation and also to Registrar of Companies. The resignation shall take effect from the date on which the notice is received by the Company or the date, if any, specified by you in the notice, whichever is later.

- 7.3 If at any stage during the term, there is a change that may affect your status as an Independent Director as envisaged in Section 149(6) of the Act, or, if applicable, you fail to meet the criteria for "independence" under the provisions of LODR, you agree to promptly submit your resignation to the Company with effect from the date of such change.

8. **Confidentiality**

- 8.1 You shall apply the highest standards of confidentiality and not disclose to any person or company (whether during the course of the appointment or at any time after its termination) any confidential information concerning the Company and any Group Companies with which you come into contact by virtue of your position as a Non-executive Director of the Company.
- 8.2 You shall abide by the applicable code for prevention of Insider Trading in the securities of the Company.
- 8.3 Your kind attention is drawn to the restrictions to be followed by you regarding the disclosure of price sensitive information relating to the Company.

9. **Governing Law**

This agreement 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.

10. **Acceptance of Appointment**

We are confident that the Board and the Company will benefit immensely from your rich experience and we are eager to have you as an integral part of the growth of our Company.

If these terms of appointment are acceptable to you, please confirm your acceptance by signing and returning the enclosed copy of this letter.

We look forward to your continued support.



Yours sincerely,


Company Secretary

Encl.: A/a