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To,

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Dear

Sub: Appointment as Independent Director on the Board of the Company.

On behalf of the Company, I write to confirm your appointment as an Independent Non-executive Director of the Company, as per the provisions of the Companies Act, 2013 and set out below the terms of your appointment.

1. TERM OF OFFICE

Your appointment has been approved by the Shareholders at the Annual General Meeting held on for three year term effective from You may note that the provisions of the Companies Act, 2013 so far as they relate to the retirement by rotation, would not apply to you.

Your appointment is subject to the provisions of Companies Act, 2013 regarding appointment, retirement, disqualification and removal etc.

Your performance as an Independent Director will be reviewed during your tenure with the Company on annual basis in accordance with processes agreed by the Board from time to time.

2. COMMITMENTS

You shall be devoting such time as is necessary for performance of your duties as an Independent Director and you shall be involved in the Board and Committee meetings during the term. You should strive to attend all the scheduled Board Meetings, General Meetings, Committee Meetings and other meetings.

As an Independent Director you should strive to hold and remain present in at least one meeting in a year without the presence of non-independent directors and members of management for the objectives identified under the new Companies Act, 2013.

3. DISCLOSURES, OTHER DIRECTORSHIP AND BUSINESS INTERESTS:

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. You also agree that upon becoming aware of potential conflict of interest with your position as Independent Director of the Company, you shall promptly disclose the same to the Board of Directors of the Company. Please confirm that as on date of this letter, you have no such conflict of interest issues with your existing directorships.

4. CODE OF CONDUCT, FUNCTIONS AND DUTIES

You will have all the usual duties of an Independent director under Companies Act, 2013, including attendance at Board Meetings, the Annual General Meeting, meetings of Committees, meetings of Independent Directors together with such additional duties as may be agreed with the Board and which may relate to the business of the Company. You will be required to serve on such committees as the Board may request.

As a Director of the Company, you will have legal duties and obligations under Companies Act, 2013. It is expected that you will familiarize yourself with the relevant Directors' Duties, roles and responsibilities as set out in **Annexure**.

5. CODE OF INDEPENDENT DIRECTORS, AND CODE FOR PREVENTION OF INSIDER TRADING FOR EMPLOYEES, INCLUDING DIRECTORS

You shall abide by the “Code for Independent Directors” as outlined in Schedule IV to Section 149 (8) of the Companies Act, 2013.

During the appointment you are required to comply with the provision related to prohibition on forward dealings and insider trading of securities by Director and such other code(s) as issued by the Company.

For your ready reference, the relevant provisions have been extracted and attached to this letter as Annexure.

6. PROVISION FOR DIRECTORS AND OFFICERS (D&O) INSURANCE

The Company has obtained Directors' & Officers' liability Insurance Policy.

7. DIRECTORS' FEES

You shall be paid sitting fees of Rs. 5000/- or such other amount as the Board may decide from time to time for attending each meeting of the Board and the Committee, as per provisions of Section 197 of the Companies Act, 2013 and Articles of Association of the Company.

The Company shall either make arrangements or reimburse to you all travelling, hotel and other incidental expenses properly and reasonably incurred by you in performance of duties as per provision of the Companies Act, 2013 in conjunction with rules and policies of Company.

As an Independent Director you shall not be entitled to any stock option and shall not be covered by any pension scheme.

8. Evaluation

The Board of Directors will carry out an evaluation of the performance of the Board as a whole, Board Committees and Directors on an annual basis.

9. TERMINATION

Your directorship on the Board of the Company shall terminate or cease in accordance with law.

You may resign from the directorship of the Company by giving a notice in writing to the Company stating the reasons for resignation. In terms of the provisions of the Companies Act, 2013 you are required to file a copy of your resignation letter with the Registrar of Companies.

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 2013 Act or, if applicable, you fail to meet the criteria for "independence" you agree to promptly submit your resignation to the Company with effect from the date of such change.

10. GENERAL:

This letter and any non – contractual obligations arising out of or in connection with this Letter are governed by, and shall be construed in accordance with, the laws of India, and the parties agree to submit to the exclusive jurisdiction of the Courts of Gandhinagar.

Kindly confirm your agreement to the terms set out above by signing the duplicate copy of this letter. In returning the letter duly signed, you agree that the Company shall make this letter publicly available as required by the law.

Yours sincerely,
For GSPL India Transco Limited

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Chairman

I have read and agreed to the above terms regarding my appointment as an independent non-executive director.

Name:
DIN:
Date:
Place: Ahmedabad