



# **JODHPUR VIDYUT VITRAN NIGAM LTD.**

( A GOVT. OF RAJASTHAN UNDERTAKING )

Corporate Identity Number (CIN) : U40109RJ2000SG016483

New Power House, Industrial Area, Jodhpur - 342003

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Email : mdjodhpurdiscom@gmail.com

No. JdVVNL / MD/ JU / S...../F...../D.....212..... Dated : 08.11.2017

**Rabindra Nath Nayak**  
B1/201, PWO Housing Complex,  
Sector 43, Gurgaon  
Haryana - 122009

**Sub: Intimation of appointment as an Independent Director of Jodhpur Vidyut Vitran Nigam Limited (JdVVNL).**

Dear Sir,

We extend a hearty welcome to you on your appointment on the Board of Directors of Jodhpur Vidyut Vitran Nigam Limited (JdVVUN) as Independent Director by the Members of the Company in the 17<sup>th</sup> Annual General Meeting held on 27<sup>th</sup> November, 2017 pursuant to the Articles of Association of JdVVNL and relevant provisions of the Companies Act, 2013 (hereinafter referred to as 'the Act').

The Members in the aforesaid meeting further authorized the Board of Directors to decide the remuneration to be paid to the Independent Directors by way of sitting fees and other expenses for attending the meeting (s) of the Board & its committees.

This is for your kind information please.

Yours sincerely,  
For Jodhpur Vidyut Vitran Nigam Ltd.

**(Arti Dogra)**  
**Managing Director**

Encl:- Terms and conditions.



## JODHPUR VIDYUT VITRAN NIGAM LTD.

Corporate Identity Number (CIN) - U40109RJ2000SGC016483

Regd. Office : New Power House, Jodhpur - 342003

Phone No : 0291 - 2742385 : Fax No : 0291 - 2742385

E-mail : comsec\_jod@yahoo.co.in web site : www.jdvvn.com

**CERTIFIED TRUE COPY OF ORDINARY RESOLUTION PASSED IN THE 17<sup>TH</sup> ANNUAL GENERAL MEETING OF MEMBERS OF THE COMPANY HELD ON MONDAY, THE 27<sup>TH</sup> NOVEMBER, 2017 IN THE BOARD ROOM OF THE REGISTERED OFFICE OF THE COMPANY AT NEW POWER HOUSE, JODHPUR-342003.**

**Sub. : To appoint Shri R.N.Nayak (DIN 02658070) as Independent Director of the Company.**

**“RESOLVED THAT** pursuant to the provisions of sections 149, 150, 152 and other applicable provisions of the Companies Act, 2013 and the Companies (Appointment and Qualification of Directors) Rules, 2014 (including any statutory modifications or re-enactment thereof for the time being in force) read with schedule IV of the Companies Act, 2013 and in accordance to the approval of the Government of Rajasthan vide Order No. F.4 (7) Energy / 2016 / dated 12.06.2017, Shri R. N. Nayak (DIN: 02658070), Ex-CMD, PGCIL be and is hereby appointed as an Independent Director on the Board of Directors of the Company for a period of two years from the conclusion of this meeting.’

**‘RESOLVED FURTHER THAT** the Board of Directors of the Company be and is hereby authorized to decide the remuneration to be paid to Shri R. N. Nayak by way of sitting fees and other expenses for attending the meeting(s) of the Board & its Committees.”

**Certified to be True Copy**

  
**(R.K.Singh)**

**Company Secretary**

# **JODHPUR VIDYUT VITRAN NIGAM LTD.**

Corporate Identity Number (CIN) -U40109RJ2000SGC016483

## **Terms and conditions of appointment of the Independent Directors of the Company in accordance with the requirements of Schedule IV to the Companies Act, 2013.**

Shri R. N. Nayak, Ex. CMD, PGCIL was appointed as an Independent Director of the Company for a period of 02 (Two) years by the Members at an Annual General Meeting held on November 27, 2017.

Shri R. A. Gupta, Professor, MNIT was appointment as an Independent Director of the Company for a period of 02 (Two) years by the Members at an Annual General Meeting held on November 27, 2017.

Terms and conditions of appointment of Independent Directors:

### **I. Term :**

#### **A. Shri R. N. Nayak, Ex. CMD, PGCIL**

The appointment is for a term commencing from 27.11.2017 to 26.11.2019 ("Termination Date"). Unless the Appointment is renewed on or prior to the Termination Date, he will cease to hold office as an Independent Director of the Company immediately after the Termination Date.

#### **B. Shri R. A. Gupta, Professor, MNIT**

The appointment is for a term commencing from 27.11.2017 to 26.11.2019 ("Termination Date"). Unless the Appointment is renewed on or prior to the Termination Date, he will cease to hold office as an Independent Director of the Company immediately after the Termination Date.

### **II. Other Terms and Conditions:**

#### **1. Committees:**

- 1.1. During the Appointment, the Independent Director may be required to serve on one or more committees of the Board including Audit Committee, Nomination and Remuneration Committee and Corporate Social Responsibility Committee and other Committees as the Board may decide.
- 1.2. The Independent Director is an Independent non-executive director and will be identified as such in the annual report and other documentation of the Company.

#### **2. Duties and Liabilities:**

- 2.1. The Independent Director will perform his fiduciary duties in a responsible manner and his duties and responsibilities to the Company will at par with other Non-Executive Directors.
- 2.2. The Independent Director shall Act in accordance with the Articles of Association of the Company and while discharging his duties, comply with the requirements of Section 166 and Schedule IV to the Companies Act 2013 ("The Act").

2.3. The Independent Director will be held liable only in respect of such acts of omission or commission by the Company which has occurred with his knowledge, attributable through Board processes and with his consent or where he has not acted diligently.

### **3. Code for Independent Directors:**

3.1. The Company will rely on the declaration of the Independent Director that he meets the criteria of independence as provided in Section 149(6) of the Act.

3.2. The Independent Director will be required to abide by the guidelines as to professional conduct for Independent Directors as set out in Section 149(8) read with Schedule IV to the Act.

### **4. Restrictions:**

During the term of Appointment, the Independent Directors are expected not to engage in the same or similar businesses as that of the Company or in a company, business or undertaking which competes or is likely to compete with the Company or which could otherwise potentially give rise to a conflict with his duties with the Company. In the event that Independent Director becomes aware of any potential conflicts of interest, or in case of doubt, he should consult the Chairman of the Company as soon as practicable.

### **5. Time Commitment:**

By accepting the appointment the Independent Director confirm that he will be able to allocate sufficient time to perform his duties as a director and attend meetings of the Board or any committee thereof. In addition to such attendances, he will be expected to devote appropriate preparation time ahead of each meeting.

### **6. Training and Development:**

6.1. The Independent Director will be invited to attend training and familiarization sessions for Directors, whenever conducted.

6.2. The Board members are provided with necessary documents/brochures, reports and internal policies to enable them to familiarize with the Company's procedures and practices.

6.3. Periodic presentations may be made at the Board and board Committee meetings, on business and performance updates of the Company.

### **7. Remuneration:**

In consideration of Independent Directors' services, Independent Directors will be entitled to such remuneration as may be decided by the Board of Directors from time to time.

### **8. Expenses:**

In addition to the remuneration stated in the preceding paragraph, the Company will reimburse Independent Director or bear and pay, all travel, accommodation or other expenses incurred as a result of him carrying out his duties as a Director.

**9. Confidentiality:**

The Independent Director agree that both during and after the term of appointment, he will not use for his own, or for another's benefit, or disclose or permit the disclosure of any confidential information relating to the Company, subsidiary or any group or associate companies of the Company, which he may acquire by virtue of his 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 any (other than by reason of the director's breach of his term), become available to the public generally.

**10. Publication of Letter :**

In line with the provision of Schedule IV to the Act, the letter of appointment will be open for inspection by any member of the Company and the Company will also post the terms and conditions of the appointment on the Company's website.

**11. Governing Law:**

The appointment and the terms hereunder are governed by the laws of India.

**12. Relationship:**

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

12.2. There will be no relationship of employer and employee as a of consequence appointment as an Independent Director of the Company.