



GE Power India Limited

CIN-L74140MH1992PLC068379

Corporate Office: Axis House, Plot No 1-14, Towers 5 & 6,
Jaypee Wish Town, Sector 128 Noida
Uttar Pradesh - 201301

T +91 0120 5011011
F +91 0120 5011100
www.ge.com/in/ge-power-india-limited

20 December 2021

To,
The Manager Listing,
National Stock Exchange of India Ltd.
Exchange Plaza,
Plot No. C/1, G Block,
Bandra-Kurla Complex, Bandra (E),
Mumbai - 400 051

To,
The Manager Listing,
BSE Ltd.
P.J. Towers, Dalal Street,
Mumbai - 400 001

Symbol: **GEPIL**

Scrip Code: **532309**

Sub.: Disclosure under Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 - Notice of Postal Ballot

Dear Sir/Madam,

Pursuant to Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, please find enclosed Postal Ballot Notice dispatched to all the members seeking approval for following matters: -

1. To appoint Ms. Shukla Wassan (DIN: 02770898) as an independent director of the Company
2. To re-appoint Mr. Prashant Chiranjive Jain (DIN: 06828019), as Managing Director of the Company for a second term of five (5) years w.e.f. 17 April 2022
3. To approve payment of remuneration to Mr. Prashant Chiranjive Jain (DIN: 06828019), Managing Director of the Company for a period of three (3) years from FY 2021-22 to FY 2023-24 in case of no profits/ inadequate profits
4. To approve payment of remuneration to Mr. Yogesh Gupta (DIN: 01393032), Whole-time Director & Chief Financial Officer of the Company for a period of three years (3) from FY 2021-22 onwards in case of no profits/ inadequate profits
5. To approve payment of commission/remuneration to Non-Executive Directors in case of inadequate profits/ no profits

Further, the Company will initiate the voting process of Postal Ballot only by way of remote electronic voting process ('remote e-Voting'), for seeking approval of members for the aforesaid matters in terms of the Postal Ballot Notice dated 29 November 2021.

The Postal Ballot Notice has been sent by e-mail only to those eligible members who have already registered their e-mail address with the Depositories / their Depository Participant / the Company's Registrar and Share Transfer Agents - KFin Technologies Private Limited ("KFinTech") / the Company.

The said Postal Ballot Notice is also available on the website of the Company and further details may also be accessed on the Company's website, viz . www.ge.com/in/ge-power-india-limited

Kindly note the schedule of events for Postal Ballot and e-voting is as under:

Cut-off date for sending notice to the shareholders	Friday, 10 December 2021
Voting start date and time	Wednesday, 22 December 2021 and 9:00 a.m. (IST)
Voting end date and time	Thursday, 20 January 2022 and 5:00 p.m. (IST)
Scrutinizer's Report and Declaration of results	Saturday, 22 January 2022

This is for your information and records.

Thanking you,

For GE Power India Limited

Kamna Tiwari

Company Secretary & Compliance Officer

Encl: a/a



POSTAL BALLOT NOTICE

(Pursuant to Section 110 of the Companies Act, 2013 read with Rule 20, Rule 22 of the Companies (Management and Administration) Rules, 2014 and other applicable laws)

Dear Members,

Notice is hereby given that the resolutions set out below are proposed to be passed by the members of GE Power India Limited ('the Company') by means of Postal Ballot, only by way of remote e-voting process ('e-voting'), pursuant to Section 110 of the Companies Act, 2013 ('the Act'), Rule 20, Rule 22 of the Companies (Management and Administration) Rules, 2014 ('the Rules') and other applicable provisions of the Act and the Rules, General Circular Nos. 14/2020 dated 8 April 2020 and 17/2020 dated 13 April 2020 read with other relevant circulars, including General Circular No. 10/2021 dated 23 June 2021, issued by the Ministry of Corporate Affairs ('MCA Circulars'), Regulation 44 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 ('Listing Regulations'), Secretarial Standard on General Meetings ('SS-2') issued by the Institute of Company Secretaries of India and other applicable laws, rules and regulations (including any statutory modification(s) or re-enactment thereof for the time being in force and as amended from time to time).

The Statement pursuant to Section 102(1) and other applicable provisions of the Act read with applicable rules setting out all material facts relating to the resolutions mentioned in this Postal Ballot Notice is annexed hereto.

SPECIAL BUSINESS

1. To appoint Ms. Shukla Wassan (DIN: 02770898) as an independent director of the Company

To consider and, if thought fit, to pass the following resolution with or without modification(s) as an **Ordinary Resolution**:

"RESOLVED THAT pursuant to the provisions of Section 149, 150 and 152 read with Schedule IV of the Companies Act, 2013 and the rules made thereunder and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (including any statutory modification(s) and re-enactment thereof for the time being in force), and other applicable provisions of law, if any, Ms. Shukla Wassan (DIN: 02770898) who was appointed as an Additional Independent Director of the Company by the Board of Directors with effect from 29 November 2021 and holds office till the date of the next Annual General Meeting in terms of Section 161(1) of the Companies Act, 2013 and in respect of whom the Company has received a notice in writing under Section 160 of the Companies Act, 2013 proposing her candidature for the office of Director, be and is hereby appointed as an Independent Director of the Company, not liable to retire by rotation, to hold office for first term of 5 (five) consecutive years with effect from 29 November 2021 upto 28 November 2026 on the Board of the Company.

RESOLVED FURTHER THAT the Board of Directors, Company Secretary of the Company be and are hereby severally authorised to do all acts, deeds, things and take all such steps as may be necessary, proper or expedient to give effect to the above resolution.”

2. To re-appoint Mr. Prashant Chiranjive Jain (DIN: 06828019), as Managing Director of the Company for a second term of five (5) years w.e.f. 17 April 2022

To consider and, if thought fit, to pass the following resolution with or without modification(s) as an **Ordinary Resolution:**

“**RESOLVED THAT** pursuant to the provisions of Sections 152, 196, 197, 203, and any other applicable provisions of the Companies Act, 2013 (‘the Act’) and the rules made thereunder (including any statutory modification(s) or re-enactment thereof for the time being in force), read with Schedule V to the Act, applicable Articles of the Article of Association of the Company and any other applicable laws and subject to such other recommendations, approvals, sanctions if and when necessary, desirable and expedient in law, Mr. Prashant Chiranjive Jain (DIN: 06828019), in respect of whom the Company has received notice under section 160 of the said Act proposing his candidature for the office of Director, be and is hereby re-appointed as the Managing Director of the Company for a second term of five (5) years with effect from 17 April 2022 upto 16 April 2027, not liable to retire by rotation, on such terms and conditions as set out in the draft Appointment Agreement, material terms of which is annexed to the statement pursuant to Section 102 of the Act forming part of Notice of Postal Ballot and which is hereby specifically approved and sanctioned, with liberty to the Chairman, Board of Directors (hereinafter referred to as ‘the Board’ which term shall be deemed to include any Committee of the Board constituted to exercise its powers, including the powers conferred by this resolution) to alter, vary and modify the terms and conditions of the said appointment and/or Agreement, in such manner as may be agreed upon by and between the Board and Mr. Prashant Chiranjive Jain within and in accordance with the limits prescribed in Section 197 read with Schedule V to the Act and any other applicable provisions of the law and any amendment thereto.

RESOLVED FURTHER THAT the Board of Directors, Company Secretary of the Company be and are hereby severally authorised to do all acts, deeds, things and take all such steps as may be necessary, proper or expedient to give effect to the above resolution.”

3. To approve payment of remuneration to Mr. Prashant Chiranjive Jain (DIN: 06828019), Managing Director of the Company for a period of three (3) years from FY 2021-22 to FY 2023-24 in case of no profits/ inadequate profits

To consider and, if thought fit, to pass the following resolution with or without modification(s) as a **Special Resolution:**

“**RESOLVED THAT** pursuant to the provisions of Section 197 and such other applicable provisions, if any, of the Companies Act 2013 (‘the Act’) and rules made thereunder read with Schedule V of the Act, and subject to such other approvals as may be required, the members of the Company do hereby approve, ratify and confirm the payment of such remuneration to Mr. Prashant Chiranjive Jain (DIN: 06828019), in capacity of Managing Director for three (3) years starting from FY 2021-22 to FY 2023-24 as set out in the existing Appointment Agreement applicable till FY 2021-22 and the draft Appointment Agreement, material terms of both the agreements as annexed to the statement pursuant to Section 102 of the Act

forming part of Notice of Postal Ballot, as Minimum Remuneration in the event of no profits/ inadequate profits.

RESOLVED FURTHER THAT the Board of Directors, Company Secretary of the Company be and are hereby severally authorised to do all acts, deeds, things and take all such steps as may be necessary, proper or expedient to give effect to the above resolution.”

4. To approve payment of remuneration to Mr. Yogesh Gupta (DIN: 01393032), Whole-time Director & Chief Financial Officer of the Company for a period of three years (3) from FY 2021-22 onwards in case of no profits/ inadequate profits

To consider and, if thought fit, to pass the following resolution with or without modification(s) as **Special Resolution:**

“**RESOLVED THAT** pursuant to the provisions of Section 197 and such other applicable provisions, if any, of the Companies Act 2013 (‘the Act’) and rules made thereunder read with Schedule V of the Act, and subject to such other approvals as may be required, the members of the Company do hereby approve, ratify and confirm the payment of such remuneration to Mr. Yogesh Gupta (DIN: 01393032), in capacity of Whole-time Director & CFO, as set out in the existing Appointment Agreement approved and sanctioned by the members of the Company on 10 August 2021, material terms of which is annexed to the statement pursuant to Section 102 of the Act forming part of Notice of Postal Ballot, for a period of three (3) years beginning from FY 2021-22 up to completion of his tenure, as Minimum Remuneration in the event no profits/inadequacy of profits.

RESOLVED FURTHER THAT the Board of Directors, Company Secretary of the Company be and are hereby severally authorised to do all acts, deeds, things and take all such steps as may be necessary, proper or expedient to give effect to the above resolution.”

5. To approve payment of commission/remuneration to Non-Executive Directors in case of inadequate profits/ no profits

To consider and, if thought fit, to pass the following resolution with or without modification(s) as an **Ordinary Resolution:**

RESOLVED THAT in furtherance to the resolution passed by the members of the Company on 21 July 2018 and pursuant to the provisions of Section 197, 198 read with rules made thereunder and Schedule V of the Companies Act, 2013 (‘Act’) (including any statutory modification(s) or re-enactment thereof for the time being in force), applicable provisions of Securities Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 and the Articles of Association of the Company, and other applicable provisions of law, the members of the Company do hereby approve, in addition to the sitting fees being paid/payable for attending the meetings of the Board of Directors of the Company and its Committees, a sum not exceeding the limits prescribed under Schedule V of the Act in case of no profits/ inadequate profits be paid to and distributed for three (3) years from FY 2021-22 to FY 2023-24 amongst the directors as may be appointed from time to time, other than the managing director or whole-time director of the Company or some or any of them in such amounts or proportions and in such manner and in all respects as may be decided and directed by the Board of Directors from time to time, provided that,

none of the directors aforesaid shall receive individually a sum exceeding INR 2,000,000/- (Rupees two million only) in a financial year plus taxes at applicable rate.”

By Order of the Board of Directors

Kamna Tiwari
Company Secretary and Compliance Officer

Date : 29 November 2021

Place: Noida

Registered Office:

Regus Magnum Business Centers, 9th floor,
Platina, Block G, Plot C-59, BKC, Bandra (E),
Mumbai, Maharashtra – 400051, India

CIN: L74140MH1992PLC068379

Website: www.ge.com/in/ge-power-india-limited, E-mail: in.investor-relations@ge.com

Tel.: +91 22 6700 0500 Fax: +91 22 6700 0600

Notes

1. An explanatory statement pursuant to Section 102 of the Companies Act, 2013 ('Act'), setting out the material facts and reasons for the proposed ordinary and special resolutions, is appended herein below along with the Postal Ballot Notice for your consideration. The Board of Directors of the Company at its meeting held on 29 November 2021 considered special businesses under Item Nos. 1 to 5 unavoidable, and thus be transacted through Postal Ballot. Reasonable efforts have been made to ensure proper remote e-voting by all the members of the Company as on the cut off date.

2. The Postal Ballot Notice is being sent by email to all the Members, pursuant to the circulars/notifications issued by the Ministry of Corporate Affairs and other Authorities from time to time, whose names appear in the Register of Members/ List of Beneficial Owners as received from National Securities Depository Limited ("NSDL")/ Central Depository Services (India) Limited ("CDSL") as on Friday, 10 December 2021, ("Cut-off Date") and who have registered their email addresses in respect of electronic holdings with the Depository through the concerned Depository Participants and in respect of physical holdings with the Company, the Company's Registrar and Share Transfer Agent ('RTA'), KFin Technologies Private Limited, Selenium, Plot No. 31 & 32, Tower B, Serilingampally, Nanakramguda, Financial District, Hyderabad -500 032. The voting rights of Members shall be in proportion to their shares of the paid-up equity share capital of the Company as on the Cut-off Date, which will only be considered to avail the facility of remote e-Voting.

3. Only those Members whose names are appearing in the Register of Members/ List of Beneficial Owners as on the Cut-off Date shall be eligible for casting their votes through remote e-voting. A person who is not a Member on the Cut-off Date should treat this Notice for information purposes only. It is however, clarified that all Members of the Company as on the Cut-off Date (including those Members who may not have received this Notice due to non-registration of their e-mail IDs with the Company's (RTA/ Depositories) shall be entitled to vote in relation to the resolutions specified in this Notice in accordance with the process specified hereinafter in this Notice.

4. As the voting on resolution will take place only through remote e-voting, the Company has made arrangements for temporary registration of email addresses and receipt of User ID & Password for the shareholders whose email addresses are not registered with their respective depository participants or depositories or with RTA or with the Company. The shareholders can access the said facility by visiting the link <https://ris.kfintech.com/clientservices/postalballot/registration.aspx> and follow the process mentioned therein. Further, members holding shares in demat form are requested to register their email addresses with their Depository Participant(s) only. As and when there is a change in your email IDs, you are requested to update the same with your depository participant (in case of shares held in electronic form) or with Company's Registrar and Transfer Agent i.e., KFinTech (in case of shares held in physical form), as the case may be.

5. The Board of Directors of the Company (the "Board") has appointed Mr. Hemant Singh & Associates, Company Secretaries (holding Certificate of Practice No. 6370) as the Scrutinizer for conducting the Postal Ballot and remote e-Voting process in a fair and transparent manner. The Scrutinizer's decision on the validity of the Postal Ballot shall be final.

6. In compliance with the provisions of Sections 108 & 110 and other applicable provisions of the Act, read with the Rules as amended, and the SEBI (Listing Obligations and Disclosure Requirements) Regulations

2015 ('Listing Regulations'), the Company is pleased to offer e-Voting facility to all the Members of the Company. The Company has entered into an agreement with RTA for facilitating e-Voting to enable the Members to cast their votes electronically instead of dispatching Postal Ballot Form.

7. Dispatch of the Notice shall be deemed to be completed on the day on which RTA sends out the communication for the postal ballot process by e-mail to the members of the Company. The e-Voting period commences on Wednesday, 22 December 2021 (10:00 am) and ends on Thursday, 20 January 2022 (5:00 pm). During this period, the Members of the Company, holding shares either in physical form or in dematerialised form, as on the Cut-off Date, may cast their vote electronically. The e-Voting module shall be disabled by RTA for voting thereafter and the voting shall not be allowed beyond the said date and time. Once the vote on a resolution is cast by the Members, they shall not be allowed to change it subsequently.

8. Upon completion of the scrutiny, the Scrutinizer will submit his report to the Chairman/ any other person authorised by him. Based on the Scrutinizer's report, the result of the voting conducted through Postal Ballot (remote e-Voting process) would be announced by the Chairman or any other person authorised by him, on or before 5:00 pm on Saturday, 22 January 2022, at the Registered Office of the Company. The aforesaid result along with the Scrutinizer's report would be displayed on the Notice Board of the Company at its Registered Office and its Head Office/ Corporate Office and shall be intimated to the Stock Exchanges where the shares of the Company are listed, and will be displayed on the Company's website viz. www.ge.com/in/ge-power-india-limited. Further, the same will also be made available on the website of e-Voting agency i.e. <https://evoting.kfintech.com>.

9. The resolution, if passed by requisite majority, shall be deemed to have been passed on Thursday, 20 January 2022, the last date specified for e-Voting.

10. All the material documents referred to in the Notice and Statement pursuant to Section 102 of the Act will be available for inspection in the electronic mode up to the date of declaration of results of the Postal Ballot from 10 a.m. to 5 p.m. (IST) on all working days. Members seeking to inspect such documents can send an e-mail to in.investor-relations@ge.com

11. Members may download the Notice from the Company's website at www.ge.com/in/ge-power-india-limited or from NSDL's website at www.evoting.nsdl.com . A Copy of the Notice is also available on the website of BSE at www.bseindia.com and NSE at www.nseindia.com .

12. In case of any queries, please visit Help and FAQs section available at KFinTech website <https://evoting.kfintech.com>. For any grievances related to remote e-voting, please contact KFin Technologies Private Limited, Selenium Tower B, Plot Nos. 31 & 32, Financial District, Nanakramguda, Serilingampally Mandal, Hyderabad - 500 032 at evoting@kfintech.com, Toll Free No. 1800 309 4001.

INFORMATION AND INSTRUCTIONS RELATING TO E-VOTING ARE AS UNDER:

Step 1 : Access to Depositories e-Voting system in case of individual shareholders holding shares in demat mode.

Step 2 : Access to KFintech e-Voting system in case of shareholders holding shares in physical and non-individual shareholders in demat mode.

Details on Step 1 are mentioned below:

i) Login method for remote e-Voting for Individual shareholders holding securities in demat mode.

Type of shareholders	Login Method
Individual Shareholders holding securities in demat mode with NSDL	<p>1. User already registered for IDeAS facility:</p> <ol style="list-style-type: none"> I. Visit URL: https://eservices.nsd.com II. Click on the "Beneficial Owner" icon under "Login" under 'IDeAS' section. III. On the new page, enter User ID and Password. Post successful authentication, click on "Access to e-Voting" IV. Click on company name or e-Voting service provider and you will be re-directed to e-Voting service provider website for casting the vote during the remote e-Voting period. <p>2. User not registered for IDeAS e-Services</p> <ol style="list-style-type: none"> I. To register click on link : https://eservices.nsd.com II. Select "Register Online for IDeAS" or click at https://eservices.nsd.com/SecureWeb/IdeasDirectReg.jsp III. Proceed with completing the required fields. IV. Follow steps given in points 1 <p>3. Alternatively by directly accessing the e-Voting website of NSDL</p> <ol style="list-style-type: none"> I. Open URL: https://www.evoting.nsd.com/ II. Click on the icon "Login" which is available under 'Shareholder/Member' section. III. A new screen will open. You will have to enter your User ID (i.e. your sixteen digit demat account number held with NSDL), Password / OTP and a Verification Code as shown on the screen. IV. Post successful authentication, you will requested to select the name of the company and the e-Voting Service Provider name, i.e. KFintech. V. On successful selection, you will be redirected to KFintech e-Voting page for casting your vote during the remote e-Voting period.

Individual Shareholders holding securities in demat mode with CDSL	<p>1. Existing user who have opted for Easi / Easiest</p> <ol style="list-style-type: none"> I. Visit URL: https://web.cdslindia.com/myeasi/home/login or URL: www.cdslindia.com II. Click on New System Myeasi III. Login with your registered user id and password. IV. The user will see the e-Voting Menu. The Menu will have links of ESP i.e. Kfintech e-Voting portal. V. Click on e-Voting service provider name to cast your vote. <p>2. User not registered for Easi/Easiest</p> <ol style="list-style-type: none"> I. Option to register is available at https://web.cdslindia.com/myeasi/Registration/EasiRegistration II. Proceed with completing the required fields. III. Follow the steps given in point 1 <p>3. Alternatively, by directly accessing the e-Voting website of CDSL</p> <ol style="list-style-type: none"> I. Visit URL: www.cdslindia.com II. Provide your demat Account Number and PAN No. III. System will authenticate user by sending OTP on registered Mobile & Email as recorded in the demat Account. IV. After successful authentication, user will be provided links for the respective ESP, i.e KFintech where the e- Voting is in progress.
Individual Shareholder login through their demat accounts / Website of Depository Participant	<ol style="list-style-type: none"> I. You can also login using the login credentials of your demat account through your DP registered with NSDL /CDSL for e-Voting facility. II. Once logged-in, you will be able to see e-Voting option. Once you click on e-Voting option, you will be redirected to NSDL / CDSL Depository site after successful authentication, wherein you can see e-Voting feature. III. Click on options available against company name or e-Voting service provider – Kfintech and you will be redirected to e-Voting website of KFintech for casting your vote during the remote e-Voting period without any further authentication.

Important note: Members who are unable to retrieve User ID / Password are advised to use Forgot user ID and Forgot Password option available at respective websites.

Helpdesk for Individual Shareholders holding securities in demat mode for any technical issues related to login through Depository i.e. NSDL and CDSL.

Login type	Helpdesk details
Securities held with NSDL	Please contact NSDL helpdesk by sending a request at evoting@nsdl.co.in or call at toll free no.: 1800 1020 990 and 1800 22 44 30
Securities held with CDSL	Please contact CDSL helpdesk by sending a request at helpdesk.evoting@cdslindia.com or contact at 022- 23058738 or 022-23058542-43

Details on Step 2 are mentioned below:

Login method for e-Voting for shareholders other than Individual shareholders holding securities in demat mode and shareholders holding securities in physical mode.

- (A) Members whose email IDs are registered with the Company/ Depository Participant(s), will receive an email from KFin which will include details of E-Voting Event Number (EVEN), USER ID and password. They will have to follow the following process:
- i. Launch internet browser by typing the URL: <https://evoting.kfintech.com/>
 - ii. Enter the login credentials (i.e. User ID and password). In case of physical folio, User ID will be EVEN (E-Voting Event Number) **6418**, followed by folio number. In case of Demat account, User ID will be your DP ID and Client ID. However, if you are already registered with Kfintech for e-voting, you can use your existing User ID and password for casting the vote.
 - iii. After entering these details appropriately, click on "LOGIN".
 - iv. You will now reach password change Menu wherein you are required to mandatorily change your password. The new password shall comprise of minimum 8 characters with at least one upper case (A- Z), one lower case (a-z), one numeric value (0-9) and a special character (@,#,\$, etc.,). The system will prompt you to change your password and update your contact details like mobile number, email ID etc. on first login. You may also enter a secret question and answer of your choice to retrieve your password in case you forget it. It is strongly recommended that you do not share your password with any other person and that you take utmost care to keep your password confidential.
 - v. You need to login again with the new credentials.
 - vi. On successful login, the system will prompt you to select the "EVEN" i.e., '6418' and click on "Submit"
 - vii. On the voting page, enter the number of shares (which represents the number of votes) as on the Cut-off Date under "FOR/AGAINST" or alternatively, you may partially enter any number in "FOR" and partially "AGAINST" but the total number in "FOR/AGAINST" taken together shall not exceed your total shareholding as mentioned herein above. You may also choose the option ABSTAIN. If the Member does not indicate either "FOR" or "AGAINST" it will be treated as "ABSTAIN" and the shares held will not be counted under either head.
 - viii. Members holding multiple folios/demat accounts shall choose the voting process separately for each folio/ demat accounts.
 - ix. Voting has to be done for each item of the notice separately. In case you do not desire to cast your vote on any specific item, it will be treated as abstained.
 - x. You may then cast your vote by selecting an appropriate option and click on "Submit".
 - xi. A confirmation box will be displayed. Click "OK" to confirm else "CANCEL" to modify. Once you have voted on the resolution (s), you will not be allowed to modify your vote. During the voting period, Members can login any number of times till they have voted on the Resolution(s).
 - xii. Corporate/Institutional Members (i.e. other than Individuals, HUF, NRI etc.) are also required to send scanned certified true copy (PDF Format) of the Board Resolution/Authority Letter etc., authorizing its representative to cast its vote through remote e-voting together with attested specimen signature(s) of the duly authorised representative(s), to the Scrutinizer at email id hemantsinghcs@gmail.com with a copy marked to evoting@kfintech.com. The scanned image of the above-mentioned documents should be in the naming format "Corporate Name EVENT No."
- (B) Members whose email IDs are not registered with the Company/Depository Participants(s), and consequently the Notice and e-voting instructions cannot be serviced, will have to follow the following process:

Procedure for Electronic folios:

Visit the link: <https://ris.kfintech.com/clientservices/postalballot/registration.aspx>

1. Select the company name "GE Power India Limited"
2. Shareholder to enter DPID-CLID / Folio No. and PAN No.
3. Shareholder to enter the e-mail id and mobile no.
4. System check the authenticity of the client id and PAN and send the different One-time Passwords (OTPs) to mobile no. and e-mail id to validate.
5. Shareholder to enter the OTPs received by SMS and e-mail id to complete the validation process (OTPs will be valid for 5 minutes only).
6. System confirms the e-mail id for the limited purpose of services Postal Ballot notice.
7. System will send the notice & procedure for e-voting to the e-mail given by the shareholder.

Procedure for Physical folios:

Visit the link <https://ris.kfintech.com/clientservices/postalballot/registration.aspx>

1. Select company name "GE Power India Limited"
2. Shareholder to enter physical Folio No and PAN No.
3. If PAN No. is not available in the records, shareholder to enter one of the Certificate No.
4. Shareholder to enter the e-mail id and mobile no.
5. System check the authenticity of the Folio No. and PAN/Certificate No. and send the different OTPs to mobile no. and e-mail id to validate.
6. Shareholder to enter the OTPs received by SMS and e-mail id to complete the validation process. (OTPs will be valid for 5 min. Only).
7. If PAN is not available, the system will prompt to upload the duly signed scan copy of the PAN.
8. System confirms the registration of e-mail id.
9. System will send the notice & procedure for e-voting to the "e-mail id" given by the shareholder.

Post successful registration of the e-mail, the shareholder would get a soft copy of the notice and the procedure for e-voting along with the User ID and the Password to enable e-voting for this Postal Ballot.

Statement pursuant to Section 102 of the Companies Act, 2013

The Statement pursuant to Section 102 of the Companies Act, 2013 ('the Act') setting out material facts concerning the businesses under Item Nos. 1 to 5 of the accompanying Notice, is annexed hereto.

Item No. 1

Basis the recommendation of the Nomination and Remuneration Committee of the Board and pursuant to the provisions of Section 161(1) of the Companies Act, 2013, Ms. Shukla Wassan (DIN: 02770898), was appointed by the Board, as an Additional Director in the capacity of Independent Director of the Company, w.e.f. 29 November 2021, to hold office upto the date of the next Annual General Meeting. Further, the Board has appointed Ms. Shukla Wassan as an Independent Director on the Board of the Company for the first term of five (5) consecutive years w.e.f. 29 November 2021 to 28 November 2026, subject to the approval of members. A notice under Section 160 of the Companies Act, 2013 has been received proposing the candidature of Ms. Shukla Wassan as a Director of the Company.

The Company has received from Ms. Shukla Wassan (i) consent in writing to act as Director in Form DIR-2 pursuant to Rule 8 of Companies (Appointment and Qualification of Directors) Rules, 2014; (ii) intimation in Form DIR-8 in terms of Companies (Appointment and Qualification of Directors) Rules, 2014, to the effect that she is not disqualified under sub-section (2) of Section 164 of the Companies Act, 2013; (iii) a declaration to the effect that she meets the criteria of independence as provided in sub-section (6) of Section 149 of the Companies Act, 2013 and other applicable provisions of law; and (iv) An undertaking that she is not debarred from holding the office of Director pursuant to order of SEBI or any other authority.

Brief resume of Ms. Shukla Wassan, nature of her expertise in specific functional areas and names of companies in which she holds directorships and memberships / chairmanships of Board Committees, shareholding and relationships between directors *inter-se* as stipulated under the Act and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ('Listing Regulations'), read with Secretarial Standard-2 (SS-2) on 'General Meetings', issued by the Institute of Company Secretaries of India is provided below in the statement pursuant to Section 102 of the Act under Item No. 2 to 5 and as Annexure – 4 to this notice.

In the opinion of the Board, Ms. Shukla Wassan fulfils the conditions specified in the Act and rules made thereunder and the Listing Regulations for her appointment as an Independent Director of the Company and is independent of the management. The Board is of the opinion that Ms. Shukla Wassan is a person of integrity and possesses relevant expertise (including the proficiency) and experience to be appointed as an independent director of the Company and thus, appointment of Ms. Shukla Wassan as an Independent Director shall be beneficial to the Company. The terms and conditions of appointment of Independent Director is available on the website of the Company viz., www.ge.com/in/ge-power-india-limited. Independent Directors are eligible to receive sitting fees of INR 100,000 for each meeting of the Board of Directors and Audit Committee, INR 20,000 for each meeting of Independent Directors/other Committees (mandatory & non-mandatory) and INR 50,000 for Risk Management Committee. Further Non-executive Directors are also entitled to Commission of sum not exceeding 1% of the net profit of the Company per annum, calculated in accordance with the provisions of Section 198 of the Act, 2013, provided that none of the Non-executive Directors shall receive individually a sum of INR 2,000,000 (Rupees Two million only) in a financial year plus taxes at applicable rates.

The Board recommends the Resolution set out at Item No. 1 of the Notice for approval by the Members as Ordinary Resolution.

None of the Directors / Key Managerial Personnel of the Company / their relatives except Ms. Shukla Wassan, to whom the resolution relates, is in anyway, concerned or interested, financially or otherwise, in this resolution.

Item No. 2 to 5

Appointment, remuneration and other terms and conditions - Mr. Prashant Chiranjive Jain

The present tenure of Mr. Prashant Chiranjive Jain (DIN 06828019), as Managing Director of the Company will expire on 16 April 2022. He was appointed as Managing Director by the Board of Directors of the Company w.e.f. 17 April 2019. Keeping in view Mr. Jain's diverse experience in Industry and Energy sector including Renewables, favourable evaluation rating and recommendation of Nomination & Remuneration Committee, the Board determined that it would be beneficial and in the interest of the Company to continue the employment of Mr. Jain as the Managing Director for a second term of five (5) years with effect from 17 April 2022 upto 16 April 2027, not liable to retire by rotation, subject to necessary approvals. The Company has received notice under Section 160 of the Act proposing his candidature for the office of a Director of the Company.

The Company has received from Mr. Jain (i) consent in writing to act as Director in Form DIR-2 pursuant to Rule 8 of Companies (Appointment and Qualification of Directors) Rules, 2014; (ii) intimation in Form DIR-8 in terms of Companies (Appointment and Qualification of Directors) Rules, 2014 to the effect that he is not disqualified under sub-section (2) of Section 164 of the Companies Act, 2013; (iii) an undertaking that he is not debarred from holding the office of Director pursuant to order of SEBI or any other authority; and (iv) a confirmation that he satisfies all the conditions set out in Part - I of Schedule V to the Act and conditions set out under Section 196(3) of the Act and other applicable provisions of law and is eligible for appointment.

Brief resume of Mr. Jain, nature of his expertise in specific functional areas other directorships and Committee memberships / chairmanships, if any, shareholding and relationships between directors inter-se etc. as stipulated under the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ('Listing Regulations') and other relevant details as required under Secretarial Standards on General Meetings (SS-2) issued by the Institute of Company Secretaries of India, have been provided in the Annexure 4 to this Notice.

The material terms of draft Appointment Agreement between the Company and Mr. Jain, reviewed and recommended by the Nomination and Remuneration Committee of the Board and approved by the Board, is annexed as Annexure 2 for resolutions proposed under item No. 2 & 3. Further, copy of material terms of existing Appointment Agreement is annexed as Annexure 1 for consideration and approval of resolution proposed under Item No. 3. The re-appointment is being proposed at the existing/current remuneration (Annual Total compensation) only. There is no material change in the terms and conditions of the proposed appointment as compared to the existing Appointment Agreement.

The terms and conditions for the appointment and remuneration of Mr. Prashant Chiranjive Jain, Managing Director as per the existing Appointment Agreement annexed as Annexure 1, were approved by the members of the Company at the 27th AGM held on 23 July 2019 through an Ordinary Resolution. Pursuant to the provisions of Sections 197, 198 and other applicable provisions, if any, of the Act read with Schedule V of the Act and on the basis of recommendation of Nomination & Remuneration Committee and as approved by the Board, it is proposed to seek approval of the members by way of Special Resolution for payment of such remuneration as set out in the Appointment Agreements (Annexure 1 & Annexure 2) as minimum remuneration for a period of three (3) years starting from FY 2021-22 to FY 2023-24 in case Company has inadequate profits/ no profits.

Further, the details required to be given under Schedule V of the Act, relevant provisions of Listing Regulations and other applicable laws forms part of this Notice.

Remuneration – Mr. Yogesh Gupta

The Members of the Company at the Annual General Meeting held on 10 August 2021 vide Ordinary Resolution had approved appointment and remuneration of Mr. Yogesh Gupta (DIN 01393032), as Whole-time Director for a period of three (3) years from 16 December 2020 to 15 December 2023 on such terms and conditions as set out in the Appointment Agreement annexed as Annexure 3. Pursuant to the provisions of Sections 197, 198 read with Schedule V and other applicable provisions, if any, of the Act and on the basis of recommendation of Nomination & Remuneration Committee and as approved by the Board, it is proposed to seek approval of members by way of Special Resolution for payment of such remuneration as set out in the Appointment Agreement annexed as Annexure 3 as minimum remuneration beginning from FY 2021-22 up to completion of his tenure in case of inadequate/no profits.

The terms and conditions pertaining to appointment of Mr. Yogesh Gupta, Whole-time Director as approved at the Annual General Meeting held on 10 August 2021 shall remain unchanged.

Further, the details required to be given under Schedule V of the Act, relevant provisions of Listing Regulations and other applicable laws forms part of this Notice.

Remuneration of Non-Executive Directors

The members of the Company in its Annual General meeting held on 21 July 2018 approved to pay, a sum not exceeding one percent (1%) per annum of the net profits of the Company calculated in accordance with the provisions of Section 198 of the Act, in addition to the sitting fees being paid/payable for attending the meetings of the Board of Directors of the Company and its Committees thereof to the directors other than the managing director or whole-time directors of the Company or some or any of them in such amounts or proportions and in such manner and in all respects as may be decided and directed by the Board of Directors from time to time and such payments shall be made in respect of the profits of the Company for each financial year, commencing from 01 April 2018, provided that none of the directors aforesaid shall receive individually a sum exceeding INR 20,00,000/- (Rupees twenty lakhs) in a financial year plus taxes at applicable rate.

In compliance with Section 197, 198 read with Schedule V of the Act (including any statutory modification(s) or re-enactment thereof for the time being in force), provisions of Listing Regulations, any other applicable provisions, the Articles of Association of the Company and in furtherance to the limitations specified by the members in its resolution passed on 21 July 2018 under the Act, the consent of the members is sought by passing an Ordinary Resolution as per Item No. 5, for payment of commission/remuneration, other than sitting fees, to non-executive directors not exceeding the limits prescribed under Schedule V of the Act in case of no profits/ inadequate profits for three (3) years from FY 2021-22 to FY 2023-24.

Further, the details required to be given under Schedule V of the Act and relevant provisions of Listing Regulations and other applicable laws forms part of this Notice.

Information required under Clause (B) (iv) of Part II of Schedule V for Item No. 2 to 5.

I. General Information:

1. Nature of Industry

GE Power India Limited (GEPIL) is into power generation equipment market. Hydro and Gas business are also housed in the Company in addition to Steam Power. The Company has successfully partnered in the modernization and growth of Indian infrastructure with the expansion of economy, globalization, innovation, amidst political and economic challenges. It has a countrywide presence of sales offices and workshops.

The Company's manufacturing unit located in Durgapur, West Bengal and Noida, Uttar Pradesh. The Company offers a comprehensive portfolio of power generation solutions with a focus on emissions control and services portfolio providing sustainable, affordable and reliable electricity. Its operations include a composite range of activities viz. engineering, procurement, manufacturing, construction and servicing etc. of power plants and power equipment.

2. Date of commencement of Commercial Production:

The Company was incorporated on 02 September 1992 and received certificate for commencement of business on 12 October 1992.

3. Financial Performance based on given indicators:

The financial data indicating the financial performance of the Company as per last three (3) audited Financial Statements is as under:

(INR in millions)

Particulars	Financial Year		
	2018-19	2019-20	2020-21
Revenue	19,027	24,459	33,430
Expenditure	17,967	24,304	33,133
Operating profit	1,061	155	297
Other income	1,326	1,252	1,017
Profit before tax and exceptional item	2,387	1,407	1,314
Exceptional item	923	(329)	363
Income tax	704	885	282
Profit after tax	761	851	668

4. Foreign Investments or Collaborators:

The Company's immediate holding company is GE Steam Power International BV, Netherlands which holds 68.58% equity shares of the Company. At present the Company has not made any foreign investment.

II. Information about the Directors

1. Background Details: Background details of all the Directors form part of the Annexure 4

2. Past Remuneration: (For FY 2020-21)

(INR in millions)

S. No.	Name of the Director	Designation	Salary	Allowances	Bonus	Perquisites	Retirals	Others	Total
1.	Mr. Prashant Chiranjive Jain	Managing Director	7.2	9.24	8.74	0.99	1.89	-	28.06
2.	Mr. Yogesh Gupta	Whole-time Director & CFO	1.17	1.54	2.00	0.02	0.26	-	4.99

(INR in millions)

S. No.	Name of the Director	Designation	Salaries and Perquisites	Commission	Sitting fees	Total
1	Mr. Mahesh Shrikrishna Palashikar	Chairman & Non-Executive Director	Nil	Nil	Nil	Nil
2	Dr. Uddesh Kumar Kohli	Independent Director	Nil	1.2	1.53	2.73
3	Mr. Arun Kannan Thiagarajan	Independent Director	Nil	1.2	1.44	2.64
4	Ms. Shukla Wassan	Independent Director	Not Applicable			

The terms and conditions for the appointment and remuneration of Mr. Prashant Chiranjive Jain, Managing Director were approved by the members of the Company at the 27th AGM held on 23 July 2019. As per the agreement between Mr. Prashant Chiranjive Jain and the Company, either party to the agreement is entitled to terminate the agreement by giving notice of 2 months in writing to the other party as per the provisions contained in the aforesaid agreement. His total fixed compensation was 59% of his Annual Total Compensation and target variable incentive was 70% of his Total Fixed Compensation as per GE Annual Executive Incentive Plan. The Managing Director was entitled to participate and benefit under Stock Option Scheme(s), Stock Attribution Scheme(s), Share Purchase Scheme(s), Share Preferential Allotment Scheme(s) and such other similar scheme of General Electric Company, USA as announced from time to time, subject to compliance of

applicable laws. Mr. Prashant Chiranjive Jain has been serving as Managing Director of the Company w.e.f. 17 April 2019.

Mr. Yogesh Gupta was appointed as Whole-time Director of the Company w.e.f. 16 December 2020 to 15 December 2023 by the Board of Directors in their meeting held on 10 December 2020, which was approved by the members of the Company in the 29th Annual General meeting held on 10 August 2021. He has also been appointed as Chief Financial Officer of the Company w.e.f. 16 December 2020. As per the agreement between Mr. Yogesh Gupta and the Company, either party to the agreement is entitled to terminate the agreement by giving notice of 60 days in writing to the other party as per the provisions contained in the aforesaid agreement. His Total Fixed Compensation was 74% of his Annual Total Compensation. His target variable incentive was 35% of his Total Fixed Compensation as per GE Annual Executive Incentive Plan. Mr. Yogesh Gupta was entitled to participate and benefit under Stock Option Scheme(s), Stock Attribution Scheme(s), Share Purchase Scheme(s), Share Preferential Allotment Scheme(s) and such other similar scheme(s) of the General Electric Company, USA as may be announced from time to time.

During FY 2020-21, the Company did not pay any remuneration to Non-Executive Directors except sitting fees to Independent Directors of INR 100,000 for each meeting of the Board of Directors and Audit Committee, INR 20,000 for each meeting of Independent Directors/other Committees (mandatory & non-mandatory) and INR 50,000 for Risk Management Committee and Commission of INR 1,200,000 to each of the Independent Director. Increments/Bonus/variable incentive component to Executive Directors is paid in terms of the group/Company policy and is determined basis the performance of the specific business, performance of Executive Directors and global performance matrix within the maximum managerial remuneration limits laid down under the Act.

3. Recognition or Awards :

Mr. Prashant Jain, Managing Director was awarded *President's Award* in Executive MBA class of 2018-2020 by European School of Management & Technology.

4. Job Profile:

Mr. Prashant Chiranjive Jain

Mr. Prashant Chiranjive Jain, Managing Director manages and conducts day-to-day business and affairs of the Company and performs all acts, deeds, matters and things in the ordinary course of business.

Mr. Yogesh Gupta

Mr. Yogesh Gupta, Whole-time Director & CFO devotes whole time attention and manages day-to-day business and affairs of the Company and performs all acts, deeds, matters and things in the ordinary course of business as entrusted to him from time to time by the Managing Director.

Non-Executive Directors

Non-executive Directors perform all the applicable duties and functions as prescribed under the Act read with rules made thereunder, Listing Regulations as amended from time to time and other applicable laws.

Suitability

Performance evaluation rating for all the Directors were favourable. All the Directors on the Board possess relevant skills, knowledge, experience, competence and capabilities required for discharging their duties and effective functioning of the Company.

5. Remuneration proposed:

For Executive Directors - Please refer their respective Appointment Agreements enclosed as Annexure 1,2 and 3

For Non- Executive Directors - As specified under proposed resolution of Item No. 5 and its Statement pursuant to Section 102 of the Companies Act, 2013 of the Notice.

6. Comparative remuneration profile with respect to industry, size of the Company, profile of the position and person:

Taking into consideration the size of the Company, the profile, knowledge, skills and responsibilities shouldered by the Executive and Non-Executive Directors, the remuneration proposed to be paid is commensurate with the compensation package paid to counter parts in other companies in the sector.

7. Pecuniary relationship directly or indirectly with the Company or relationship with Managerial Personnel:

No relationship *inter-se*

III. Other Information

1. Reasons for Inadequate profits:

Your Company has not suffered any losses or inadequacy of profits as per the latest Audited Annual Financial statements i.e. FY 2020-21. However, as a proactive measure the Company has come up with the proposed resolutions under Item 3 to 5. During the current financial year, your Company had a significant margin impact on the projects under execution due to varied reasons including inflationary commodity prices, Covid resurgence resulting into project delays and cost overrun and cost impact upon restart of a hydro project. Order intake on FGD and Services projects is likely to remain subdued during the current financial year due to Covid impact and market conditions. Your Company is also investing financial resources to rationalize the workforce and align them with market transformation for which the Company need to create adequate provisions in the books.

2. Steps taken or proposed to be taken for Improvement:

The management team has initiated series of operational and strategic steps for improving the profitability of your Company. The management team is aggressively working towards booking margin accretive orders, cost & waste reduction and rationalization of the workforce to align with market transformation.

3. Expected increase in productivity and profits in measurable terms.

The management team is aggressively pursuing various strategic initiatives to improve the financial performance, profitability and liquidity of your Company. The management believes all these strategic initiatives will result in better and improved profits for the Company.

The Board considers that the proposed resolutions under Item 2 to 5 would be beneficial to the Company. The Board recommends the Resolution set out at Item No. 2 to 5 of the Notice for approval by the Members where Item No. 2 and 5 are proposed as Ordinary Resolution and Item No. 3 and 4 are proposed as Special Resolution

None of the Directors / Key Managerial Personnel of the Company / their relatives except to whom the resolution relates except to the extent of their appointment/remuneration is in anyway, concerned or interested, financially or otherwise, in these resolutions.

Annexure 1

Existing Appointment Agreement of Mr. Prashant Chiranjive Jain (hereinafter referred to as Mr. Jain) valid upto 16 April 2022

The existing Appointment Agreement between the Company and Mr. Jain *inter-alia* contains the following terms and conditions which were reviewed and recommended by the Nomination and Remuneration Committee of the Board and approved by the Board and the members of the Company in its 27th AGM held on 23 July 2019:

1. Mr. Jain shall, during the term of this Agreement well and faithfully discharge his duties as Managing Director of the Company and shall use his best endeavours to promote the interest and welfare of the Company.
2. Mr. Jain shall serve the Company as its Managing Director for a period of three (3) years from 17 April 2019 to 16 April 2022 in accordance with Sections 196, 197, 203 and any other applicable provisions of the Companies Act, 2013 and the rules made thereunder (including any statutory modification(s) or re-enactment thereof), read with Schedule V to the Companies Act, 2013 (the "Act").
3. The Board of Directors of the Company (the 'Board') may delegate some of its powers to the Managing Director and Mr. Jain shall discharge his duties faithfully. Mr. Jain shall have the management of whole of the affairs of the Company with *inter-alia* the power to appoint and dismiss employees of the Company, to enter into contracts on behalf of the Company in the ordinary course of business and to do and perform all other acts and things, which in the ordinary course of business, he may consider necessary or proper or in the interest of the Company.
4. Mr. Jain shall also hold the position of Regional General Manager GE Steam Power South Asia Region. The functions of Mr. Jain for the said business shall be complementary to his role as the Managing Director of the Company. He will not hold the office of key managerial personnel in any other company.
5. During his tenure as the Managing Director of the Company, Mr. Jain shall use his best endeavours to promote the interest and welfare of the Company.
6. The Company shall, in consideration of the performance of his duties, pay to Mr. Jain during the continuance of this Agreement, the following remuneration –

Annual Total Compensation @ Target Payout	INR 3,06,00,000	(Fixed Compensation + Variable @Target AEIP)
Component	Amount per annum (INR)	Remarks
Basic Salary	72,00,000	40% of total salary
Provident Fund	8,64,000	12% of basic salary
Flexible Components*	99,36,000	Components to be determined by employee basis guidelines mentioned below
Total Fixed Compensation	1,80,00,000	

Variable		
On Target Variable Pay	1,26,00,000	Target incentive @70% of Base as per GE Annual Executive Incentive Plan Guidelines (AEIP)
Additional Benefits		
Eligible for a company car lease of base value up to a maximum of INR 53,00,000 paid directly by the company. The company will reimburse reasonable maintenance expenses on an actual basis; in addition, fuel expenses on actuals will be reimbursed as per limits defined in the policy under flexible components. All other expenses, including Road Tax, Registration and Insurance of the car during the lease tenure will be borne by the company directly.		

Benefits:

- Health insurance for self & family
- Life and Accident Insurance cover as per policy
- Gratuity as per norms of the organization

Other Terms & Conditions:

- In the first year of employment, AEIP guaranteed at 35% of the Target Variable Pay.
- One-time 'Joining Bonus' equivalent to INR 94,50,000 within thirty days of joining. This amount carries one-year claw-back clause from the date of payment, applicable in case of voluntary employee resignation, termination on the basis of integrity concerns. Any Tax liability arising from these payments will be appropriately deducted.
- Special New Hire Equity Grant equal to 10,000 Restricted Stock Units (RSUs). Eligible for INR 72,00,000 (40% of Total Fixed Compensation (TFC)) as part of Annual Equity Class Grant program starting 2020. This is contingent upon GE's Board approval and subject to compliance of applicable law/Regulations; the price and vesting schedule for the Special Equity Grant is established by the GE Board at the time the grant is approved, at a meeting after start of employment with GE.
- Eligible for one-time reimbursement towards Executive MBA amounting to INR 43,20,000

**** The amount mentioned above in the Flexible Benefits component can be assigned by the employee as per the following norms:***

Perquisites:

Component	Maximum Amount Per Annum (INR)
House Rent Allowance / CLA entitlement	Upto 60% of Basic Salary
Fuel Reimbursement	Upto INR 300,000
Self-Car Reimbursement	On actuals, subject to overall cap of INR 28,800 (Fuel & Maintenance expenses for personal vehicle), if conveyance allowance is not claimed

Leave Travel Allowance	On Actuals
National Pension Scheme	10% of Basic Salary
Special Allowance	Residual Amount of TFC

Perquisites shall be evaluated as per the Income Tax Rules, wherever applicable, and in the absence of any such rules, perquisites shall be evaluated at actual cost.

7. Mr. Jain's remuneration will be subject to the provisions of the Companies Act, 2013.
8. As long as Mr. Jain functions as the Managing Director he shall not be paid any sitting fees for attending the meeting of the Board of Directors or Committee thereof.
9. Mr. Jain shall be entitled to participate and benefit under Stock Option Scheme(s), Stock Attribution Scheme(s), Share purchase Scheme(s), Share Preferential Allotment Scheme(s) and such other similar scheme(s) of the General Electric Company, USA ('GE') as may be announced from time to time, subject compliance of applicable law.
10. Mr. Jain shall be entitled to:
 - (i) the reimbursement of entertainment expenses actually and properly incurred by him in the course of the legitimate business of the Company in accordance with the rules and regulations of the Company in force from time to time or as may be approved by the Board; and
 - (ii) the reimbursement of travelling, hotel and other expenses incurred by him in India and abroad exclusively on the business of the Company in accordance with the rules and regulations of the Company in force from time to time or as approved by the Board.
11. As long as Mr. Jain functions as Managing Director, he shall not be subject to retirement by rotation.
12. Mr. Jain shall not, during the term of this Agreement with the Company, engage himself either directly or indirectly or be interested in any capacity whatsoever or render assistance to any firm, Company or persons whatsoever whether a manufacturer, dealer or trader in goods or products which are of the same or similar kind and nature as those of the Company, except for GE Group Companies or as otherwise specified in the Agreement.
13. Mr. Jain shall not during his appointment as the Managing Director of the Company or at any time thereafter divulge or disclose to any person whomsoever or to make any use whatsoever for his own purpose or for any purpose other than that of the Company any information or knowledge obtained by him during his employment as to the business or affairs of the Company or its methods or as to any trade secrets or secret processes of the Company and Mr. Jain shall during the continuance of his employment hereunder also use his best endeavours to prevent any other person from so doing PROVIDED HOWEVER that where such divulgence or disclosure by Mr. Jain is required in furtherance of legitimate purposes, performance of duties or discharge of legal obligations the same shall not be deemed to be a contravention of this clause.

14. If Mr. Jain shall at any time be prevented by ill-health or accident or any physical or mental disability from performing his duties hereunder, he shall inform the Company and supply with such details as it may be reasonably required, and if he shall be unable by reason of ill-health or accident or disability for a period of 180 days in any period of twelve consecutive calendar months, to perform his duties hereunder, the Company may forthwith terminate his appointment hereunder.

15. The Company shall be entitled to terminate Mr. Jain's appointment as Managing Director and/or his office as Director forthwith, if he becomes insolvent or makes any composition or arrangement with his creditors or ceases to be Director or a Managing Director of the Company.

16. If Mr. Jain is guilty of inattention to or negligence in the conduct of the business or any other act or omission inconsistent with his duties as the Managing Director or any breach of this Agreement, which, in the opinion of the Board, renders his retirement from office of Managing Director desirable, the Company by not less than 2 months' notice in writing to Mr. Jain determine this Agreement and upon the expiration of such notice Mr. Jain shall cease to be a Director of the Company.

17. Notwithstanding anything to the contrary contained in the Agreement, either party shall be entitled to terminate the Agreement at any time by giving to the other party 2 months' notice in writing in that behalf, without the necessity of showing any cause and on the expiry of the period of such notice this Agreement shall stand determined and in view thereof and as a consequence of such termination by notice Mr. Jain shall cease to be a Director of the Company.

18. The Company has the right to cancel this Agreement without notice for Due Cause. 'Due Cause' for dismissal without notice is an event such as serious or repeated violations of contractual obligations, guidelines or instructions; intentionally or negligently causing damage or injury; any behaviour that seriously damages the Company's reputation; or serious offence against local laws.

19. The Company reserves the right to terminate the employment without assigning any reason whatsoever.

20. The terms and conditions of the said appointment and/or Agreement may be altered and varied from time to time by the Board as may be permissible as it deems fit, subject to the provision of the Act, or any re-enactment or any amendments or modification thereto.

21. The appointment of Mr. Jain as Managing Director shall be subject to the approval of shareholders in the Extra-ordinary General Meeting or Annual General Meeting or through Postal Ballot and the Central Government (as may be required).

Annexure 2

Proposed Draft Appointment Agreement of Mr. Prashant Chiranjive Jain (hereinafter referred to as Mr. Jain) effective from 17 April 2022

The draft Agreement between the Company and Mr. Jain *inter-alia* contains the following terms and conditions which were reviewed and recommended by the Nomination and Remuneration Committee of the Board and approved by the Board:

1. Mr. Jain shall, during the term of this Agreement well and faithfully discharge his duties as Managing Director of the Company and shall use his best endeavours to promote the interest and welfare of the Company.
2. Mr. Jain shall serve the Company as its Managing Director for a period of five (5) years from 17 April 2022 to 16 April 2027 in accordance with Sections 196, 197, 203 and any other applicable provisions of the Companies Act, 2013 and the rules made thereunder (including any statutory modification(s) or re-enactment thereof), read with Schedule V to the Companies Act, 2013 (the 'Act').
3. The Board of Directors of the Company (the 'Board') may delegate some of its powers to the Managing Director and Mr. Jain shall discharge his duties faithfully. Mr. Jain shall have the management of whole of the affairs of the Company with *inter alia* the power to appoint and dismiss employees of the Company, to enter into contracts on behalf of the Company in the ordinary course of business and to do and perform all other acts and things, which in the ordinary course of business, he may consider necessary or proper or in the interest of the Company.
4. Mr. Jain shall also hold the position of Regional General Manager GE Steam Power South Asia Region. The functions of Mr. Jain for the said business shall be complementary to his role as the Managing Director of the Company. He will not hold the office of key managerial personnel in any other company.
5. During his tenure as the Managing Director of the Company, Mr. Jain shall use his best endeavours to promote the interest and welfare of the Company.
6. The Company shall, in consideration of the performance of his duties, pay to Mr. Jain during the continuance of this Agreement, the following remuneration –

Annual Total Compensation @ Target Payout	INR 3,06,00,000	(Fixed Compensation + Variable @Target AEIP)
Component	Amount per annum (INR)	Remarks
Basic Salary	72,00,000	40% of total salary
Provident Fund	8,64,000	12% of basic salary
Flexible Components*	99,36,000	Components to be determined by employee basis guidelines mentioned below
Total Fixed Compensation	1,80,00,000	
Variable		
On Target Variable Pay	1,26,00,000	Target incentive @70% of Base as per GE Annual Executive Incentive Plan Guidelines (AEIP) for 2022
Additional Benefits		
Eligible for a company car lease of base value up to a maximum of INR 50,00,000 paid directly by the company. The company will reimburse reasonable maintenance expenses on an actual basis; in addition, fuel expenses on actuals will be reimbursed as per limits defined in the policy under flexible components. All other expenses, including Road Tax, Registration and Insurance of the car during the lease tenure will be borne by the company directly.		

Benefits:

- Health insurance for self & family
- Life and Accident Insurance cover as per policy
- Gratuity as per norms of the organization

Other Terms & Conditions:

- Eligible for \$ 125,000 as part of Annual Equity Class Grant program starting 2022.

*** The amount mentioned above in the Flexible Benefits component can be assigned by the employee as per the following norms:**

Perquisites:

Component	Maximum Amount Per Annum (INR)
House Rent Allowance / CLA entitlement	Upto 60% of Basic Salary
Fuel Reimbursement	Upto INR 300,000

Self-Car Reimbursement	On actuals, subject to overall cap of INR 28,800 (Fuel & Maintenance expenses for personal vehicle), if conveyance allowance is not claimed
Leave Travel Allowance	On Actuals
National Pension Scheme	10% of Basic Salary
Special Allowance	Residual Amount of TFC

Perquisites shall be evaluated as per the Income Tax Rules, wherever applicable, and in the absence of any such rules, perquisites shall be evaluated at actual cost.

The annual increment will be in accordance with the rules of the Company and as may be determined by the Board of Directors, from time to time, subject to a ceiling on increment of 30% in a year (following April to March year) over the existing Basic salary and Allowances, as on 1st April every year, commencing from 01 April 2022.

7. Mr. Jain's remuneration will be subject to the provisions of the Companies Act, 2013.
8. As long as Mr. Jain functions as the Managing Director he shall not be paid any sitting fees for attending the meeting of the Board of Directors or Committee thereof.
9. Mr. Jain shall be entitled to participate and benefit under Stock Option Scheme(s), Stock Attribution Scheme(s), Share purchase Scheme(s), Share Preferential Allotment Scheme(s) and such other similar scheme(s) of the General Electric Company, USA ('GE') as may be announced from time to time, subject compliance of applicable law.
10. Mr. Jain shall be entitled to:
 - (i) the reimbursement of entertainment expenses actually and properly incurred by him in the course of the legitimate business of the Company in accordance with the rules and regulations of the Company in force from time to time or as may be approved by the Board; and
 - (ii) the reimbursement of travelling, hotel and other expenses incurred by him in India and abroad exclusively on the business of the Company in accordance with the rules and regulations of the Company in force from time to time or as approved by the Board.
11. As long as Mr. Jain functions as Managing Director, he shall not be subject to retirement by rotation.
12. Mr. Jain shall not, during the term of this Agreement with the Company, engage himself either directly or indirectly or be interested in any capacity whatsoever or render assistance to any firm, Company or persons whatsoever whether a manufacturer, dealer or trader in goods or products which are of the same or similar kind and nature as those of the Company, except for GE Group Companies or as otherwise specified in the Agreement.

13. Mr. Jain shall not during his appointment as the Managing Director of the Company or at any time thereafter divulge or disclose to any person whomsoever or to make any use whatsoever for his own purpose or for any purpose other than that of the Company any information or knowledge obtained by him during his employment as to the business or affairs of the Company or its methods or as to any trade secrets or secret processes of the Company and Mr. Jain shall during the continuance of his employment hereunder also use his best endeavours to prevent any other person from so doing PROVIDED HOWEVER that where such divulgence or disclosure by Mr. Jain is required in furtherance of legitimate purposes, performance of duties or discharge of legal obligations the same shall not be deemed to be a contravention of this clause.
14. If Mr. Jain shall at any time be prevented by ill-health or accident or any physical or mental disability from performing his duties hereunder, he shall inform the Company and supply with such details as it may be reasonably required, and if he shall be unable by reason of ill-health or accident or disability for a period of 180 days in any period of twelve consecutive calendar months, to perform his duties hereunder, the Company may forthwith terminate his appointment hereunder.
15. The Company shall be entitled to terminate Mr. Jain's appointment as Managing Director and/or his office as Director forthwith, if he becomes insolvent or makes any composition or arrangement with his creditors or ceases to be Director or a Managing Director of the Company.
16. If Mr. Jain is guilty of inattention to or negligence in the conduct of the business or any other act or omission inconsistent with his duties as the Managing Director or any breach of this Agreement, which, in the opinion of the Board, renders his retirement from office of Managing Director desirable, the Company by not less than 2 months' notice in writing to Mr. Jain determine this Agreement and upon the expiration of such notice Mr. Jain shall cease to be a Director of the Company.
17. Notwithstanding anything to the contrary contained in the Agreement, either party shall be entitled to terminate the Agreement at any time by giving to the other party 2 months' notice in writing in that behalf, without the necessity of showing any cause and on the expiry of the period of such notice this Agreement shall stand determined and in view thereof and as a consequence of such termination by notice Mr. Jain shall cease to be a Director of the Company.
18. The Company has the right to cancel this Agreement without notice for Due Cause. 'Due Cause' for dismissal without notice is an event such as serious or repeated violations of contractual obligations, guidelines or instructions; intentionally or negligently causing damage or injury; any behaviour that seriously damages the Company's reputation; or serious offence against local laws.
19. The Company reserves the right to terminate the employment without assigning any reason whatsoever.
20. The terms and conditions of the said appointment and/or Agreement may be altered and varied from time to time by the Board as may be permissible as it deems fit, subject to the provision of the Act, or any re-enactment or any amendments or modification thereto.
21. The appointment of Mr. Jain as Managing Director shall be subject to the approval of shareholders in the Extra-ordinary General Meeting or Annual General Meeting or through Postal Ballot and the Central Government (as may be required).

22. All sanctions, approvals, permissions, licences and other requirements of the Government of India and of any statutory authorities required for giving effect to the appointment of Mr. Jain and all the terms and conditions of this agreement shall be obtained by the Company and this agreement, if required, shall be amended/modified/corrected in accordance with the approvals/sanctions/permissions obtained from the approving authority.
23. This Agreement shall represent the entire agreement, which shall be read along with the Terms and Conditions contained in the Appointment Letter dated 22 March 2019 and except for the aforesaid letter shall cancel and supersede all prior agreements, arrangements or understandings, if any, whether oral or in writing, between the Parties hereto on the subject matter hereof.

Annexure 3

The existing Appointment Agreement between the Company and Mr. Gupta *inter-alia* contains the following terms and conditions which were reviewed and recommended by the Nomination and Remuneration Committee of the Board and approved by the Board and the members of the Company in its 29th AGM held on 10 August 2021:

1. Mr. Gupta shall, during the term of this Agreement well and faithfully discharge his duties as Whole-time Director with location at Noida, India. He shall use his best endeavours to promote the interest and welfare of the Company. The Company reserves the right to assign Mr. Gupta different work and location as required in accordance with his capabilities and business requirements.
2. Mr. Gupta shall serve the Company as its Whole-time Director for a period of three (3) years with effect from 16 December 2020 to 15 December 2023 in accordance with Sections 196, 197, 203 and any other applicable provisions of the Companies Act, 2013 and the rules made thereunder (including any statutory modification(s) or re-enactment thereof), read with Schedule V to the Companies Act, 2013 ('the Act').
3. As Whole-time Director, Mr. Gupta shall perform such duties and exercise such powers as are entrusted to him from time to time by the Managing Director and in his absence by the Board of Directors of the Company (hereinafter referred to "the Board"). He shall report to the Managing Director and in his absence to the Board and shall promptly and faithfully obey and observe such orders and directions as may from time to time be given to him by the Managing Director and in his absence by the Board. Mr. Gupta shall also hold the position of Executive – Finance Functional Management. The functions of Mr. Gupta for the business shall be complementary to his role as the Whole-time Director of the Company. He will not hold any whole-time position in any other company.
4. During his tenure as the Whole-time Director of the Company, Mr. Gupta shall devote his time and attention during business hours to the business as may be necessary or required and use his best endeavours to promote the interest and welfare of the Company.
5. During the period of his employment, Mr. Gupta shall whenever required by the Company, undertake such travelling in India and elsewhere as the Managing Director or the Board may from time to time direct in connection with or in relation to the business of the Company or as may be necessary for performance of his duties.
6. The Company shall, in consideration of the performance of his duties, pay to Mr. Gupta during the continuance of this Agreement, the following remuneration –

Fixed Compensation	Amount per annum (INR)	Remarks
Basic Salary	4,000,000	
Provident Fund	480,000	Employer contribution
Flexible Compensation	5,520,000	Employee can choose from the various options available at GE
Total Fixed Compensation	10,000,000	

On Target Variable Pay	3,500,000	Indicative as per GE Annual Executive Incentive Plan Guidelines
Annual Total Target Compensation	13,500,000	Total Fixed Compensation + On Target Variable Pay

- a) One-Time Joining Bonus of INR 2,000,000 as a fully taxable amount. In the event of Mr. Gupta leaving the company within 1 year of joining, he would be liable to repay the entire 'Joining Bonus' amount.
- b) Request will be put to GE's Board of Directors for a Special Equity Grant equal to US\$ 95,000 Restricted Stock Units (RSUs) and this will be allocated to Mr. Gupta upon the approval from GE's Board of Directors.
- c) Mr. Gupta will be eligible for GE Annual Equity Class Grant program starting 2021 with a target of INR 2,500,000 (25% of TFC) and is subject to GE Board approval. This particular aspect is contingent upon GE Board approval; the price and vesting schedule for the GE Annual Equity Class Grant is established by the Board at the time the grant is approved.

The annual increment will be in accordance with the rules of the Company and as may be determined by Nomination Remuneration Committee of the Board and the Board, from time to time, subject to a ceiling on increment of 30% in a year (following April to March year) over the existing Basic salary and Allowances, as on 1st April every year or any other period as may be followed by the Company for this purpose from time to time.

His benefits are as under:

- (i) Car entitlement = INR 700,000 per annum as a fully taxable amount or Car up to the value of INR 3,100,000.
- (ii) Provident Fund as per Act/applicable law
- (iii) Gratuity as per Act/applicable law
- (iv) Medical Insurance as per Company's policy
- (v) Group Personal Accident as per Company's policy
- (vi) Group Term Life Insurance cover of INR 20,000,000

Perquisites shall be evaluated as per the Income Tax Rules, wherever applicable, and in the absence of any such rules, perquisites shall be evaluated at actual cost.

7. Notwithstanding anything hereinabove, where in any financial year during the currency of his tenure as Whole-time Director, the Company has no profits or its profits are inadequate, the Company will pay the aforesaid remuneration by way of salary and perquisites as minimum remuneration subject to the approval of the members/Central Government, if and when necessary and the difference between the aforesaid minimum remuneration and the minimum remuneration as specified in the Act and Rules made thereunder (as may be amended from time to time) shall be paid after receipt of the members/Central Government approval as specified in the Act and as may be statutorily required.

8. In the event of any statutory amendment or modification or relaxation by the Central Government to the provisions of the Act, the terms and conditions of the said appointment and / or the Agreement may be altered, modified, amended or varied, from time to time by the Board as it may, in its discretion, deem fit, so as not to exceed the limits specified in the Act, or any amendment or modification or relaxation made thereafter in that regard.

9. Mr. Gupta shall be entitled to:

(i) the reimbursement of entertainment expenses actually and properly incurred by him in the course of the legitimate business of the Company in accordance with the rules and regulations of the Company in force from time to time or as may be approved by the Managing Director or the Board; and

(ii) the reimbursement of travelling, hotel and other expenses incurred by him in India and abroad exclusively for the business of the Company in accordance with the rules and regulations of the Company in force from time to time or as approved by the Managing Director or the Board.

10. As long as Mr. Gupta functions as the Whole-time Director he shall not be paid any sitting fees for attending the meeting of the Board or Committee thereof.

11. Mr. Gupta shall be entitled to participate and benefit under Stock Option Scheme(s), Stock Attribution Scheme(s), Share purchase Scheme(s), Share Preferential Allotment Scheme(s) and such other similar scheme(s) of the General Electric Company, USA as may be announced from time to time.

12. The appointment of Mr. Gupta as Whole-time Director shall be subject to retirement by rotation.

13. Mr. Gupta shall not, during the term of this Agreement with the Company, engage himself either directly or indirectly or be interested in any capacity whatsoever or render assistance to any firm, Company or persons whatsoever whether a manufacturer, dealer or trader in goods or products which are of the same or similar kind and nature as those of the Company, except for GE Group Companies or as otherwise specified in the Agreement.

14. Mr. Gupta shall not during his appointment as the Whole-time Director of the Company or at any time thereafter divulge or disclose to any person whomsoever or to make any use whatsoever for his own purpose or for any purpose other than that of the Company any information or knowledge obtained by him during his employment as to the business or affairs of the Company or its methods or as to any trade secrets or secret processes of the Company and he shall during the continuance of his employment hereunder also use his best endeavours to prevent any other person from so doing PROVIDED HOWEVER that where such divulgence or disclosure by Mr. Gupta is required in furtherance of legitimate purposes, performance of duties or discharge of legal obligations, the same shall not be deemed to be a contravention of this clause.

15. If Mr. Gupta shall at any time be prevented by ill-health or accident or any physical or mental disability from performing his duties hereunder, he shall inform the Company and supply with such details as it may be reasonably required, and if he shall be unable due to ill-health or accident or disability for a period of 180 days in any period of twelve consecutive calendar months, to perform his duties hereunder, the Company may forthwith terminate his appointment hereunder.

16. The Company shall be entitled to terminate Mr. Gupta's appointment as Whole-time Director and/or his office as Director forthwith, if he becomes insolvent or makes any composition or arrangement with his creditors or ceases to be Director or a Whole-time Director of the Company or ceases to be an employee of the Company.

17. If Mr. Gupta is guilty of inattention to or negligence in the conduct of the business or any other act or omission inconsistent with his duties as the Whole-time Director or any breach of this Agreement, which, in the opinion of the Board, renders his retirement from office of Whole-time Director desirable, the Company by not less than 60 days' notice in writing to Mr. Gupta determine this Agreement and upon the expiration of such notice Mr. Gupta shall cease to be a Director of the Company.

18. Notwithstanding anything to the contrary contained in the Agreement, either party shall be entitled to terminate the Agreement at any time by giving to the other party 60 days' notice in writing in that behalf, without the necessity of showing any cause and on the expiry of the period of such notice this Agreement shall stand determined and in view thereof and as a consequence of such termination by notice Mr. Gupta shall cease to be a Director of the Company.

19. The Company has the right to cancel this Agreement without notice for Due Cause. 'Due Cause' for dismissal without notice is an event such as serious or repeated violations of contractual obligations, guidelines or instructions; intentionally or negligently causing damage or injury; any behaviour that seriously damages the Company's reputation; or serious offence against local laws.

20. The terms and conditions of the said appointment and/or Agreement may be altered and varied from time to time by the Board as may be permissible as it deems fit, subject to the provision of the Act, or any re-enactment or any amendments or modification thereto.

21. The appointment of Mr. Gupta as Whole-time Director shall be subject to the approval of members in the Extra-ordinary General Meeting or Annual General Meeting or through Postal Ballot and the Central Government (as may be required).

22. All sanctions, approvals, permissions, licences and other requirements of the Government of India and of any statutory authorities required for giving effect to the appointment of Mr. Gupta and all the terms and conditions of this agreement shall be obtained by the Company and this agreement, if required, shall be amended/modified/corrected in accordance with the approvals/sanctions/permissions obtained from the approving authority.

23. This Agreement shall represent the entire agreement, which shall be read along with the Terms and Conditions contained in the Appointment Letter dated 02 December 2020 on the subject matter with effect from 16 December 2020; and except for the aforesaid letter shall cancel and supersede all prior agreements, arrangements or understandings, if any, whether oral or in writing, between the Parties hereto on the subject matter hereof with effect from 16 December 2020.

24. This Agreement shall be governed by and constructed in accordance with the laws of India. Any differences between the parties in connection with this Agreement shall be decided by the courts of Mumbai, India.

Annexure 4

Disclosures regarding Directors pursuant to Regulation 36(3) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, Secretarial Standard-2 on General Meetings and applicable provisions of Companies Act, 2013

Particulars	Name of the Director
Name	Shukla Wassan
DIN	02770898
Age	61
Qualifications	Shukla Wassan is a Law graduate, Fellow Member of Institute of Company Secretaries of India & The Chartered Institute of Arbitrators, London and an internationally accredited Mediator.
Experience	Over thirty (30) years
Brief profile, background details and nature of expertise in specific functional areas	<p>During her rich and diverse corporate career of over thirty years, she has been part of the Corporate Management Team of multinational companies – Hindustan Coca-Cola Beverages Pvt Ltd, Xerox India Ltd, Reckitt Benckiser Ltd & Max New York Life Insurance Co. She has been also responsible for Corporate legal matters for The Coca-Cola Company's subsidiaries in Nepal, Bangladesh & Sri Lanka and has been the Local Ethics Officer for over 15 years. Her wide-ranging experience includes Joint Venture, Acquisition & Refranchising, Merger, Strategic Alliances, Intellectual Property, Commercials & Manufacturing Operation, Competition Law, Arbitration, Corporate Governance, Environment & Sustainability and Corporate Social Responsibilities.</p> <p>She is presently the Chairperson of two listed entities in Nepal and Independent Director in four entities in India. She has served on several Boards for more than a decade. She is a speaker in seminars and conference; domestic & international. She has been Committee Member of various industry forums including CII, FICCI, ASSOCHAM, Institute of Company Secretaries of India with leadership roles in community organization.</p> <p>She has received several national and international awards and recognition as General Counsel including being listed among the World's Leading General Counsels. She is also a Mentor to General Counsels and Vice Presidents in India.</p>
Details of Remuneration sought to be paid/variation of the terms of remuneration	Refer Item 1 of the Statement pursuant to Section 102 of the Companies Act, 2013 annexed to the notice of this Postal Ballot
Last drawn Remuneration (FY 2020-21)	Not Applicable
Date of first appointment on the Board of the Company	Appointed as an Additional Independent Director of the Company w.e.f. 29 November 2021
No. of equity shares held in the Company including shareholding as a beneficial owner	NIL
Directorships in other Indian Public Companies and Listed Companies	<p>Listed Public Companies</p> <ol style="list-style-type: none"> 1. India Glycols Limited 2. Gateway Distriparks Limited 3. Snowman Logistics Limited <p>Public Company</p> <ol style="list-style-type: none"> 1. Sahajanand Medical Technologies Ltd

Chairmanship/ Membership of Committees^	1. Audit Committee, GE Power India Limited - Member 2. Audit Committee and Stakeholder Relationship Committee, Sahajanand Medical Technologies Ltd - Member 3. Stakeholders Relationship Committee, Gateway Distriparks Limited - Member
Relationship with any other Director and Key Managerial Personnel inter-se	None
Terms and Conditions of appointment/re-appointment/continuation of directorships	Refer Item 1 of the Statement pursuant to Section 102 of the Companies Act, 2013 annexed to the notice of this Postal Ballot
The number of meetings of the Board attended during the year	Not Applicable

Particulars	Name of the Director
Name	Mr. Prashant Chiranjive Jain
DIN	06828019
Age	50
Qualifications	Graduate from Sri Venkateswara University in Electrical & Electronics Engineering and attended management programs from reputed institutes like Indian Institute of Management, Bangalore / Ahmedabad and European School of Management & Technology, Berlin.
Experience	27
Brief profile, background details and nature of expertise in specific functional areas	<p>He started his professional career in March 1994. He has diverse experience in industry and energy sector globally including Renewables and has held various management positions in Oil & Gas, Power and Renewable energy. Apart from GE, he has served multinational organizations like Siemens, Schneider Electric etc. and has a deep domain strategic expertise, sales and business development experience in increasingly demanding industrial B2B and energy sectors. Before joining GE, he led Power Generation Services for Siemens Limited.</p> <p>He is very active in various trade bodies and forums, to make power generation affordable, sustainable and reliable.</p>
Details of Remuneration sought to be paid/variation of the terms of remuneration	The re-appointment is being proposed at the existing/current remuneration (Annual Total compensation) only. There is no material change in the terms and conditions in the proposed appointment as compared to the existing appointment agreement. Refer Annexure 2 annexed to this Postal Ballot Notice
Last drawn Remuneration (FY 2020-21)	Refer Item 2 to 5 of the Statement pursuant to Section 102 of the Companies Act, 2013 annexed to the notice of this Postal Ballot
Date of first appointment on the Board of the Company	Appointed as an Additional Director and Managing Director of the Company w.e.f. 17 April 2019
No. of equity shares held in the Company including shareholding as a beneficial owner	NIL

Directorships in other Indian Public Companies and Listed Companies	NIL
Chairmanship/ Membership of Committees^	Stakeholders Relationship Committee, GE Power India Limited – Member
Relationship with any other Director and Key Managerial Personnel inter-se	None
Terms and Conditions of appointment/re-appointment/continuation of directorships	Refer Item 2 to 5 of the Statement pursuant to Section 102 of the Companies Act, 2013 and Annexure 1 & 2 annexed to the notice of this Postal Ballot
The number of meetings of the Board attended during the year	Number of Board meetings held (in FY 2021-22 YTD) - 9 Number of Board meetings attended (in FY 2021-22 YTD) - 9

Particulars	Name of the Director
Name	Yogesh Gupta
DIN	01393032
Age	53
Qualifications	He is a Chartered Accountant and Commerce Graduate from Shri Ram College of Commerce, Delhi. He holds a Master’s degree in Business Administration from the Faculty of Management Studies and is also a Law Graduate from Delhi University.
Experience	29
Brief profile, background details and nature of expertise in specific functional areas	<p>He was the Chief Financial Officer of Siemens Energy India Gas & Power - Service & Digital Business. He was the Chairman of Power Plant Improvement Ltd. (a joint venture between Siemens AG & BHEL) and also the Global Finance Head of Siemens Energy Industrial Steam Turbines – Field Service Business. He has held various CFO roles since 2006 in diverse business sectors such as Mechanical Drives Industrial Sales & Services and Power Sector since 2008. Prior to that, he has a decade of managing experience in various Finance & Commercial functions in Projects, Product Sales, Solutions & Services Business Administration.</p> <p>Throughout his 29 Years of professional service, he has worked on building efficient Business Strategy, Financial Planning & Operations, Financial Reporting and Controls, Taxation, Supply Chain Management, Procurement and Compliance. Expert in implementing and automating systems that significantly improve the Processes & Controls. He was responsible for integrating Flender Ltd, Rolls Royce AGT Business, Dresser Rand Services Business with Siemens Ltd dealing with various stakeholders – Board of Directors, Investors, Statutory Authorities, Auditors, bankers, Labour Unions etc.</p> <p>He was the Co-Chairman of the Finance & Administration Board and President - Siemens Sports Club & the Credit Society.</p>

Details of Remuneration sought to be paid/variation of the terms of remuneration	There is no variation in the Appointment Agreement approved and sanctioned by the members of the Company on 10 August 2021. Refer Item 2 to 5 of the Statement pursuant to Section 102 of the Companies Act, 2013 and Annexure 3 annexed to the notice of this Postal Ballot.
Last drawn Remuneration (FY 2020-21)	Refer Item 2 to 5 of the Statement pursuant to Section 102 of the Companies Act, 2013 annexed to the notice of this Postal Ballot
Date of first appointment on the Board of the Company	Appointed as Additional Director, Whole-Time Director & Chief Financial Officer w.e.f. 16 December 2020
No. of equity shares held in the Company including shareholding as a beneficial owner	NIL
Directorships in other Indian Public Companies and Listed Companies	NIL
Chairmanship/ Membership of Committees^	Stakeholders Relationship Committee, GE Power India Limited – Member
Relationship with any other Director and Key Managerial Personnel inter-se	None
Terms and Conditions of appointment/re-appointment/continuation of directorships	Refer Annexure 3 of the notice of this Postal Ballot
The number of meetings of the Board attended during the year	Number of Board meetings held (in FY 2021-22 YTD) - 9 Number of Board meetings attended (in FY 2021-22 YTD) - 9

Particulars	Name of the Director
Name	Mahesh Shrikrishna Palashikar
DIN	02275903
Age	54
Qualifications	He holds a Bachelor's degree in Engineering, a degree in Cost and Works Accounting from India and a Master's degree in Business Administration from USA. He has also received GE's Six Sigma Master Black Belt certification while in the USA.
Experience	33
Brief profile, background details and nature of expertise in specific functional areas	<p>Mr. Palashikar is a 21 year GE veteran who has worked and advanced through a series of complex and increasingly responsible assignments in manufacturing operations, global supply chain, quality, lean six sigma, sales, projects and services within GE's Healthcare, Power and Renewable Energy businesses. During his GE career, he has lived in India, USA and China.</p> <p>Prior to joining GE in 2000, he worked for more than a decade with Philips Electronics N.V. in their industrial and automotive electronics business in India.</p> <p>Mr. Palashikar holds a Bachelor's degree in Engineering and a degree in Cost and Works Accounting from India, as well as a Master's degree in Business Administration from USA. He has also received GE's Six Sigma Master Black Belt certification while in the USA. He is also the Chairman of the Board of Directors of GE T&D India Ltd.</p>

Details of Remuneration sought to be paid/variation of the terms of remuneration	Refer Item 2 to 5 of the Statement pursuant to Section 102 of the Companies Act, 2013 annexed to the notice of this Postal Ballot.
Last drawn Remuneration (FY 2020-21)	Nil
Date of first appointment on the Board of the Company	Appointed as an Additional Director and Non-Executive Chairman w.e.f. 27 May 2020
No. of equity shares held in the Company including shareholding as a beneficial owner	NIL
Directorships in other Indian Public Companies and Listed Companies	Listed Company GE T&D India Limited
Chairmanship/ Membership of Committees^	1. Audit Committee, GE Power India Limited – Member 2. Audit Committee and Stakeholders Relationship Committee, GE T&D India Limited – Member
Relationship with any other Director and Key Managerial Personnel inter-se	None
Terms and Conditions of appointment/re-appointment/continuation of directorships	Refer Item 2 to 5 of the Statement pursuant to Section 102 of the Companies Act, 2013 annexed to the notice of this Postal Ballot
The number of meetings of the Board attended during the year	Number of Board meetings held (in FY 2021-22 YTD) - 9 Number of Board meetings attended (in FY 2021-22 YTD) - 9

Particulars	Name of the Director
Name	A.K Thiagarajan
DIN	00292757
Age	77
Qualifications	Graduate in Business Administration & Information Systems and holds Master's degree in Engineering from The Royal Institute of Technology, Stockholm and undergone Advanced Management Programme from Harvard Business School, USA
Experience	52
Brief profile, background details and nature of expertise in specific functional areas	Mr. Arun Kannan Thiagarajan has held several prestigious positions in Indian Industry, including as Managing Director and Country Manager of ABB Ltd., Vice Chairman of Wipro Ltd. and President of Hewlett Packard India Pvt. Ltd. He is an independent director in other prestigious companies in India and Europe. He has also been the Chairman of Confederation of Indian Industries (CII), National Committee on Technology, IT and Quality, Chairman – CII Southern Region and Chairman – CII Karnataka State Committee.
Details of Remuneration sought to be paid/variation of the terms of remuneration	Refer Item 2 to 5 of the Statement pursuant to Section 102 of the Companies Act, 2013 annexed to the notice of this Postal Ballot
Last drawn Remuneration (FY 2020-21)	Refer Item 2 to 5 of the Statement pursuant to Section 102 of the Companies Act, 2013 annexed to the notice of this Postal Ballot
Date of first appointment on the Board of the Company	Appointed as Independent Director in compliance with the Companies Act, 2013 ('the Act') by the members of the Company at the 22nd AGM of the Company held on 25 July 2014

No. of equity shares held in the Company including shareholding as a beneficial owner	13,415
Directorships in other Indian Public Companies and Listed Companies	Listed Companies 1. TTK Prestige Limited 2. Vodafone Idea Limited 3. Grasim Industries Limited
Chairmanship/ Membership of Committees[^]	1. Audit Committee, GE Power India Limited - Member 2. Audit Committee, TTK Prestige Limited - Member 3. Audit Committee, Vodafone Idea Limited - Member
Relationship with any other Director and Key Managerial Personnel inter-se	None
Terms and Conditions of appointment/re-appointment/continuation of directorships	Refer Item 2 to 5 of the Statement pursuant to Section 102 of the Companies Act, 2013 annexed to the notice of this Postal Ballot
The number of meetings of the Board attended during the year	Number of Board meetings held (in FY 2021-22 YTD) - 9 Number of Board meetings attended (in FY 2021-22 YTD) - 9

Particulars	Name of the Director
Name	Dr. Uddesh Kumar Kohli
DIN	00183409
Age	81
Qualifications	Dr. Uddesh Kohli, holds B.E. (Hons.) from IIT Roorkee, Post Graduate Diploma in Industrial Administration from Manchester University, UK and PhD in Economics from the Delhi School of Economics.
Experience	55
Brief profile, background details and nature of expertise in specific functional areas	Dr. Kohli has been Chairman and Managing Director of Power Finance Corporation Limited, and has worked with the Planning Commission, Government of India, reaching the position of Advisor (Additional Secretary level). Dr. Kohli, is presently the Chairman Emeritus of Construction Industry Development Council and Chairman of Construction Industry Arbitration Council & Engineering Council of India and Senior Adviser, Global Compact, United Nations. He has carried out international assignments for Asian Development Bank, United Nations Industrial Development Organization, United Nations Development Programme and United Nations Office for Project Services. Dr. Kohli's areas of expertise include development planning, finance, project formulation, appraisal, sustainability and monitoring, power/energy planning, Corporate Social Responsibility, training and human resource development.
Details of Remuneration sought to be paid/variation of the terms of remuneration	Refer Item 2 to 5 of the Statement pursuant to Section 102 of the Companies Act, 2013 annexed to the notice of this Postal Ballot
Last drawn Remuneration (FY 2020-21)	Refer Item 2 to 5 of the Statement pursuant to Section 102 of the Companies Act, 2013 annexed to the notice of this Postal Ballot
Date of first appointment on the Board of the Company	Appointed as an Independent Director in compliance with the Act by the members of the Company at the 22nd AGM of the Company held on 25 July 2014

No. of equity shares held in the Company including shareholding as a beneficial owner	NIL
Directorships in other Indian Public Companies and Listed Companies	None
Chairmanship/ Membership of Committees[^]	Audit Committee and Stakeholders Relationship Committee - GE Power India Limited - Chairman
Relationship with any other Director and Key Managerial Personnel inter-se	None
Terms and Conditions of appointment/re-appointment/ continuation of directorships	Refer Item 2 to 5 of the Statement pursuant to Section 102 of the Companies Act, 2013 annexed to the notice of this Postal Ballot
The number of meetings of the Board attended during the year	Number of Board meetings held (in FY 2021-22 YTD) - 9 Number of Board meetings attended (in FY 2021-22 YTD) - 9

[^] Memberships of only Audit Committee and Stakeholders Relationship Committee in Public Limited Companies (whether listed or not) have been considered.