

Bombay Potteries and Tiles Limited



Terms & Conditions of Appointment for Independent Directors



The terms and conditions of appointment of Independent Directors are subject to the extent provisions of the (i) applicable laws, including the Companies Act, 2013 ("**2013 Act**") and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("**LODR**") and (ii) Articles of Association of the Company.

The broad terms and conditions of their appointments as Independent Directors of the Company are reproduced hereunder:

1. APPOINTMENT

The appointment of a director as an 'Independent Non-Executive Director' (hereinafter referred to as "**Independent Director**") on the Board of Directors of the Company (the "Board") is subject to the provisions of the Companies Act, 2013 (the "**Act**"), SEBI listing Obligations and Disclosure Requirements. Regulations, 2015 ("**Listing Regulations**") and other applicable laws, including any statutory modifications thereof.

As Independent Directors, they will not be liable to retire by rotation.

Reappointment at the end of the Term shall be based on the recommendation of the Nomination and Remuneration Committee and subject to the approval of the Board and the shareholders. The reappointment would be considered by the Board based on the outcome of the performance evaluation process and the directors continuing to meet the independence criteria.

The directors may be requested to be a member / Chairman of any one or more Committees of the Board, which may be constituted from time to time.

2. ROLE, DUTIES AND RESPONSIBILITIES

The role and functions as an Independent Director shall be in accordance with the provisions of the Companies Act, 2013 and SEBI (LODR) Regulations, 2015, and Schedule IV of the Act, including but not limited to:

- i. They shall abide by the 'Code for Independent Directors' as outlined in Schedule IV to section 149(8) of the 2013 Act, and duties of directors as provided in the 2013 Act (including Section 166).
- ii. act in good faith to promote the objects of the Company for the benefit of its members as a whole, and in the best interest of the Company;
- iii. act in accordance with the Company's Articles of Association as may be amended from time to time;
- iv. discharge his/her duties with due and reasonable care, skill and diligence;
- v. The Independent Director will help in bringing an independent judgement to bear on the Board's deliberations, especially on issues of strategy, performance, risk management, resources, key appointments and standards of conduct.
- vi. The Independent Director shall strive to attend all meetings of the Board and its Committees to which they are appointed.
- vii. The Independent Director shall participate constructively and actively in the committees of the Board in which they are chairperson or members.
- viii. Independent Directors shall strive to attend the general meeting of the Company.
- ix. Independent Director shall, where they have concerns about the running of the Company or a proposed action, ensure that these are addressed by the Board and, to the extent that they are not resolved, insist that their concerns are recorded in the minutes of the Board Meeting.

- x. Independent Director shall keep themselves informed about the company and the external environment in which it operates.
- xi. Independent Director shall not unfairly obstruct the functioning of an proper Board or committee of the Board.
- xii. Independent Director shall assist in protecting the legitimate interests of the Company, shareholders and its employees.
- xiii. Independent Director shall not disclose confidential, information, including commercial secrets, technologies, advertising and sales promotion plans, unpublished price sensitive information, unless such disclosure is expressly approved by the Board or required by law.

3. CODE OF CONDUCT

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

The Independent Director will be required to comply with the applicable provisions of any code of conduct framed by the Board for all Board members and Senior Management of the Company under SEBI (LODR) Regulations, 2015.

4. TIME COMMITMENT

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

5. TRAINING AND DEVELOPMENT

The Company may conduct a formal training program for its Independent Directors. The Company may, as may be required, support Directors to continually update their skills and knowledge and improve their familiarity with the company and its business. The Company will fund/arrange for training on all matters that are common to the whole Board.

6. SITTING FEES

As Independent Directors, they shall be paid sitting fees for attending the meetings of the Board and the Committees of which they are members. The sitting fees for attending each meeting of the Board and its Committees would be as determined by the Board from time to time and shall not exceed one lakh rupees per meeting.

In addition to the sitting fees, a commission that may be determined by the Board may also be payable to them. In determining the amount of this commission, the Board, supported by the Nomination and Remuneration Committee, may consider the performance of the Company and their performance as evaluated by the Board.

In addition to the sitting fees, for a period of appointment, the Company either pay or reimburses travel, hotel and other incidental expenses incurred by the Independent Director in the performance of the role and duties.

The Company does not pay any sitting fees, remuneration, commission, or any other form of compensation to its Independent Directors. The Independent Directors serve on the Board without receiving any monetary or non-monetary benefits from the Company for their services.



7. PUBLICATION OF LETTER

In line with the provisions of Schedule IV to the Act and SEBI (LODR) Regulations, 2015, the letter of appointment will be open for inspection by any member and the Company will also post the term and conditions of the appointment on the Company's website www.bombaypotteries.com

8. CONFIDENTIALITY

The Independent Director agrees that both during the term of appointment, Independent Directors will hold in strict confidence and will not use for his/her own, or for another's benefit, or disclose or disclose or permit the disclosure of any confidential information relating to the Company, or any subsidiary or any group or associate companies of the Company, which he/she may acquire by virtue of his/her position as an Independent Director, including without limitation, any information about the deliberation of the Board.

The restriction shall cease to apply on the confidential information which may become available to the public generally.

9. DISCLOSURES, OTHER DIRECTORSHIPS AND BUSINESS INTERESTS

During the Term, they agree to promptly notify the Company of any change in their directorships, and provide such other disclosures and information as may be required under the applicable laws. They also agree that upon becoming aware of any potential conflict of interest with their position as Independent Directors of the Company, they shall promptly disclose the same to the Chairman and the Company Secretary. During their Term, they agree to promptly provide a declaration under Section 149(7) of the 2013 Act, upon any change in circumstances which may affect their status as an Independent Director.

10. TERMINATION

Notwithstanding other provisions of this letter, the appointment may be terminated in accordance with the provisions of the Articles of Association of the Company or on failure to meet the parameters of independence as defined in Section 149(6) or on the occurrence of any event as defined in Section 167 of the Act or Listing Regulations. Independent Director may resign from his/her position at any time and with a service of a reasonable written notice on the Board with a detailed reason for such resignation and a confirmation that there are no other material reasons other than those provided. Upon termination or upon resignation for any reason, duly intimated to the Company, the Independent Director shall not be entitled to any compensation for loss of office.

Effective Date: November 12, 2025

Date of the approval by the Board: November 12, 2025

