

TERMS AND CONDITIONS FOR APPOINTMENT OF INDEPENDENT DIRECTORS

TERMS OF APPOINTMENT

- (a) The term of appointment of an Independent Director (ID) of the Company is for a period of five consecutive years from the date of his/ her appointment.
- (b) Appointment of every independent director shall be subject to the approval of members of the Company.
- (c) An Independent Directors will serve for not more than two terms of five years each on the Board of the Company subject to the maximum tenure of ten years as prescribed under the Companies Act, 2013.
- (d) Appointment for the second term as an Independent Director shall be based on the recommendation of the Nominations & Remuneration Committee of the Board and subject to approval of the Board of Directors (the 'Board') and of the Shareholders by way of special resolution.
- (e) The re-appointment would be considered by the Board based on evaluation of the performance and further subject to satisfying the requisite criteria of Independence as specified in the Companies Act, 2013.
- (f) The appointment is also subject to the maximum permissible Directorships that one can hold as per the provisions of the Companies Act, 2013.
- (g) The term Independent Director should be construed as defined under the Companies Act, 2013.

EXPECTATION OF BOARD

- a) You may be formed part of any committee as may be required pursuant to applicable law.
- b) You need to guide Board of Directors in the matter which you are having expertise.

DUTIES AND RESPONSIBILITY

- a) As members of the Board, the Independent Directors along with the other Directors will be collectively responsible for meeting the objectives of Board which includes:
 - Requirements under the Companies Act, 2013.
 - Responsibilities of the Board as outlined in the Corporate Governance requirements as prescribed by Stock Exchange under Regulations 17 and 25 of the Listing Obligations and Disclosure Requirements, 2015 (Herein after called "LODR").
 - Accountability under the Director's Responsibility Statement.

Vyara Tiles Limited (Formerly Known as Vyara Tiles Private Limited)

HO-Surat (HO): 903-904, Rajhans Montessa, Nr. Le Meridian Hotel, Dumas Road, Surat, Gujarat 395007 | 0261-2471595, 9327447469
www.vyaratiles.in | www.freeformbyvyara.in | info@vyaratiles.in | cs@vyaratiles.in | CIN: U26930GJ1989PLC011911

- b) You need to submit a declaration in the beginning of every financial year and upon any change in Circumstances which may affect your status as an Independent Director, under section 149(7) of the Companies Act, 2013 during your tenure stating that they meet the criteria of Independence.
- c) You need to ensure that during your tenure as an Independent Director of the Company, the number of Companies in which you hold the office as a director or chairman or committee member will not exceed the limit stipulated under Companies Act, 2013 and the LODR.
- d) You need to ensure that you do not get disqualified to act as a director pursuant to the provision of Section 164 of the Companies Act, 2013, during your tenure as an Independent Director of the Company.
- e) You need to give Company declaration under section 184 of the Companies Act, 2013 regarding your interest in other entities and as and when it changes.
- f) You shall abide by the Company's Code of Ethics and Business Principles to the extent applicable to Independent Directors.
- g) You shall devote such time as is prudent and necessary for the proper performance of your role, duties and responsibilities as such.

CODE OF ETHICS

During the Appointment, you are required to comply with any relevant regulations as may be applicable under the relevant statutes and such other requirements as the Company/Board of Directors may from time to time specify including the Code of Conduct for Board of Directors and Senior Management of the Company.

REMUNERATION

- a) You are entitled only to the sitting fees for attending the meetings of Board and the Committee(s) in which you hold membership/chairmanship. The sitting fees for attending each meeting of Board and its Committees would be as determined by the Board from time to time.
- b) Further, the Company may pay or reimburse to you such expenditure, as may have been incurred by you while performing your role as an Independent Director and profit related commission as may be approved by the member of the Company.
- c) You are not be entitled to any Stock Option in the Company.

CONFIDENTIALITY

All information acquired during his appointment is confidential to the Company and should not be released, either during his appointment or following termination (by

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whatever means) to third parties without prior clearance from the Chairman unless required by law or by the rules of any stock exchange or regulatory body. On reasonable request, he shall surrender any documents and other materials made available to him by Company.

Consequently, he/she should avoid making any statements or performing any transactions that might risk a breach of these requirements without prior clearance from the Chairman or the Secretary.

EVALUATION

The Company will carry out an evaluation of the performance of the Board as a whole, Board Committees and Directors. His appointment and re-appointment on the Board shall be subject to the outcome of the evaluation process.

DISCLOSURE OF INTEREST

He shall disclose material interest that in any transaction or arrangement that the Company has entered into. Such interest should be disclosed no later than when the transaction or arrangement comes up at a Board meeting so that the minutes may record his interest appropriately and his records are updated. A general notice that he is interested in any contracts with a particular person, firm or company is acceptable.

TERMINATION

- a) He may resign from his position at any time and should he wish to do so, he is requested to serve a reasonable written notice on the Board.
- b) Continuation of his appointment is contingent on his getting re-elected by the shareholders in accordance with provisions of Companies Act, 2013 and the Articles of Association of the Company, from time to time in force. He will not be entitled to compensation if the shareholders do not re-elect him at any time.
- c) His appointment may also be terminated in accordance with the provisions of the Articles of Association of the Company from time to time in force.
