

TERMS OF APPOINTMENT OF INDEPENDENT DIRECTOR

Dear Sir/Madam,

We are pleased to inform you that the Shareholders of the Company at the (*)Annual General Meeting held on (*) have passed the Resolution for your appointment as an Independent Director of the Company pursuant to the provisions stated under the Companies Act, 2013 (Act).

As per the requirements of the Companies Act, 2013, the above is being formalized through this letter of appointment. This letter sets out the terms of your appointment as an Independent Director. Your relationship with the Company will be that of an office-holder and not one of contract for employment in the Company.

The terms of your appointment, as set out in this letter, are subject to the extant provisions of the:

- i. Applicable laws, including the Companies Act, 2013 and Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 as amended from time to time and;
- ii. Articles of Association of the Company.

1. Appointment

- a. Your appointment as a non-executive Independent Director on the Board of Directors (Board) of Cera Sanitaryware Ltd. will be for (*) consecutive years for a term up to (*), unless terminated earlier or extended, as per the provisions of this letter or applicable laws.
- b. The word “term” should be construed as defined under the Act and Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.
- c. As an Independent Director, you will not be liable to retire by rotation.
- d. The Company has adopted the provisions with respect to appointment and term of Independent Directors, which is consistent with the Act and Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.

2. Meetings

As a director of the Company, you shall attend at least one Board meeting in a year.

As an independent director you should strive to hold and present in at least one meeting in a year without the presence of Executive directors and members of management with the sole objective of:

- a. Review the performance of non-independent directors and the Board as whole;
- b. Review the performance of the Chairperson of the company, taking into account the views of executive directors and non-executive directors;
- c. Assess the quality, quantity and timeliness of flow of information between the company management and the Board that is necessary for the Board to effectively and reasonably perform their duties.

The company shall provide you with adequate notice of the date of proposed board meeting, general meeting and meeting of board committees. As per the provisions of the Companies Act, 2013 the company is expected to give you an advance notice of minimum 7 days of every board and committee meetings. A meeting of the Board may be called at shorter notice to transact urgent business subject to the condition that at least one independent director, shall be present at the meeting and in case of absence of independent directors from such a meeting of the Board, decisions taken at such a meeting shall be circulated to all the directors and shall be final only on ratification thereof by at least one independent director. The notice of the Board/Committee meetings will be provided with the agenda of the Board/Committee meetings.

3. Board Committees:

The Board may, if it deems fit, invite you for being appointed on one or more existing Board Committees or any such Committee that may be setup in the future. Your appointment on such Committee(s) will be subject to the applicable regulations.

You are expected to attend Board, Board Committees, to which you may be appointed and Shareholders' meetings and to devote such time to your duties as deemed appropriate for discharge of your duties effectively.

Ordinarily all meetings are held either in Ahmedabad, Kadi or in Kolkata, unless determined otherwise or through Video Conference.

Recommendations / Minutes of the Meetings of the Board / Committees are submitted to the members of the Board for approval.

By accepting this appointment, you confirm that you are able to allocate sufficient time to meet the expectations from your role to the satisfaction of the Board.

4. Roles, Duties and Responsibilities

Your role and duties will be those normally required of a Non-Executive Independent Director under the Act and Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015. There are certain duties prescribed for all Directors, both Executive and Non-Executive, which are fiduciary in nature and the same are specified under Section 166 of the Companies Act, 2013.

In addition to the above requirements, you are also required to discharge the duties, roles and functions as applicable to Independent Directors as stated under Schedule IV to the Act, as in force and as may be amended from time to time. While performing such duties, roles and functions, you will be required to abide by the 'Guidelines of Professional Conduct' as stated under the said Schedule.

5. Liability

As an independent director you will be liable only in respect of such acts of omission or commission by a company which had occurred with your knowledge, attributable through Board processes, and with your consent or connivance or where you had not acted diligently.

6. Additional Applicable Statutory Requirements

As a Non-Executive Director on the Board, you will be subject to all relevant provisions of the Act and Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.

7. Directors & Officers (D&O) Insurance

Presently, the Company has taken Directors and Officers liability insurance policy, copy of the same will be supplied to you on request.

8. Code of Conduct / Excluded Actions

You will follow the Code of Conduct of the Company and furnish annual affirmation of the same.

You will apply the highest standards of confidentiality and not disclose to any person or company (whether during the course of the tenure as Independent Director or at any time after cessation) any confidential information concerning the Company including any subsidiary or associate thereof with which you come into contact by virtue of your position as a Director, except as permitted by law or with prior clearance from the Chairman of the Board.

We would also like to draw your attention to the applicability of Securities & Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, which inter-alia prohibits disclosure or use of unpublished price sensitive information. You should not make any statement(s) that might risk a breach of the requirements specified under the said statute, unless the same is required under any law or the same is required for the purpose of compliance of any direction, order, etc. issued/given by any judicial authority. Additionally, you shall not participate in any business activity which might impede the application of your independent judgment in the best interest of the Company.

9. Induction and Development

The Company shall, if required, conduct formal induction program for its Independent Directors.

The Company shall, 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 which are common to the whole Board.

10. Performance Appraisal / Evaluation Process

As a member of the Board, your performance shall be evaluated annually. Evaluation shall be done by all the other Directors. The criteria for evaluation shall be determined by the Nomination & Remuneration Committee and disclosed in the Company's Annual Report. However, the actual evaluation process shall remain confidential and shall be a constructive mechanism to improve the effectiveness of the Board /Committee.

11. Disclosures, other Directorships and Business Interests

During the Term, you agree to promptly notify the Company of any change in your Directorships and provide such other disclosures and information as may be required under the applicable laws. You also agree that upon becoming aware of any potential conflict of interest with your position as Independent Director of the Company, you shall promptly disclose the same to the Board/Company. Please confirm that as on date of this letter, you have no such conflict of interest issues with your existing Directorships, if any.

During your term, you agree to promptly provide a declaration under Section 149(7) of the Companies Act, 2013 and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, upon any change in circumstances which may affect your status as an Independent Director.

12. Changes of Personal Details

During the term, you shall promptly intimate the Company in the prescribed manner, of any change in address or other contact and personal details provided to the Company.

13. Fees / Remuneration

You will be paid such remuneration by way of sitting fees for attending the meetings of the Board and the Committees as may be decided by the Board from time to time, subject to approval of the shareholders, if required.

Further, the Company may pay or reimburse to you such fair and reasonable expenditure, as may have been incurred by you while performing your role as an Independent Director of the Company.

The company may also pay the commission to the non-executive directors of the company, including independent directors as per the provisions of the Companies Act, 2013. The same may be paid as may be decided by the Board of Directors from time to time.

14. Termination

Your Directorship on the Board of the Company shall terminate or cease in accordance with applicable laws. Apart from the grounds of termination as specified in the Act, your Directorship may be terminated for violation of any provision of the Code of Conduct of the Company.

You may resign from the Directorship of the Company by giving a notice in writing to the Company / ROC stating the reasons for resignation. The resignation shall take effect from the date on which the notice is received by the Company or the date, if any, specified by you in the notice, whichever is later. If, at any stage during the term, there is a change that may affect your status as an Independent Director as envisaged in Section 149(6) of the Act, or if applicable, you fail to meet the criteria for “independence” under the provisions of Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, you agree to promptly submit your resignation to the Company with effect from the date of such change.

15. Cooperation

In the event of any claim or litigation against the Company, based upon any alleged conduct, act or omission on your part during your term, you agree to render all reasonable assistance

and cooperation to the Company and provide such information and documents as are necessary and reasonably requested by the Company or its counsel.

16. Governing Law

This document is governed by and will be interpreted in accordance with Indian Laws and your engagement shall be subject to the jurisdiction of the Indian courts.

If you are willing to accept these terms of appointment relating to your appointment as a Non-Executive Independent Director of CERA Sanitaryware Ltd, kindly confirm your acceptance of these terms by signing and returning to us the enclosed copy of this letter.

17. Miscellaneous

- a. This letter represents the entire understanding, and constitutes the whole agreement, in relation to your appointment and supersede any previous agreement between yourself and the Company with respect thereto and, without prejudice to the generality of the foregoing, excludes any warranty, condition or other undertaking implied at law or by custom.
- b. No waiver or modification of this letter shall be valid unless made in writing and signed.
- c. You shall keep your name included and updated in the Independent Director Data Bank established by Indian Institute of Corporate Affairs.
- d. As per Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, if applicable, this letter along with your detailed profile shall be disclosed on the website of the Company and the relevant Stock Exchange.

18. Acceptance of Appointment

We are confident that the Board and the Company will benefit immensely from your rich experience and we are eager to have you as an integral part of the growth of our Company. If these terms of appointment are acceptable to you, please confirm your acceptance by signing and returning the enclosed copy of this letter.

For, Cera Sanitaryware Ltd.

Director

AGREE AND ACCEPT

I have read and understood the terms of my appointment as an Independent Director of the Company and I hereby affirm my acceptance to the same.

Name:

Place: _____

Date: _____

Effective Date:	25 th April, 2014
Last Reviewed:	10th May, 2023
Scheduled Review Date:	Annually or Biennially
Approved by:	Board of Directors

**For, Cera Sanitaryware Ltd.
Anupam Gupta
Executive Director (Technical)**
