

BF UTILITIES LIMITED

Terms of Appointment of Independent Directors

Appointment

1. The Appointment of Independent Directors is for a term of five (5) consecutive years.
2. Independent Directors will strictly abide by the Code for Independent Directors as stipulated in the Schedule IV to the Companies Act, 2013.
3. During your tenure as an Independent Director, Independent Directors may be requested to serve on one or more of the Board committees, from time-to-time.
4. The Company is confident of Independent Directors commitment of devoting sufficient time and attention as necessary in order to perform their duties as an Independent Director. This will include attendance for regular and emergency Board meetings, any annual meeting of Independent Directors, and the Annual / Extraordinary General Meetings. Independent Directors may also be requested to attend regular meetings of any Board Committee of which they are a member.

Role & Duties

5. As a Non-Executive Independent Director, Independent Directors will have the same responsibilities and liabilities to the Company as applicable to any other Non-executive Director.
6. The following duties as a director will apply to Independent Directors as a director, which are more specifically stipulated in Section 166 of the Companies Act, 2013, a bare provision of the same is reproduced below for ease of reference -
 - (1) Subject to the provisions of this Act, a director of a company shall act in accordance with the articles of the company.
 - (2) A director of a company shall act in good faith in order to promote the objects of the company for the benefit of its members as a whole, and in the best interests of the company, its employees, the shareholders, the community and for the protection of environment.
 - (3) A director of a company shall exercise his duties with due and reasonable care, skill and diligence and shall exercise independent judgment.
 - (4) A director of a company shall not involve in a situation in which he may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the company.
 - (5) A director of a company shall not achieve or attempt to achieve any undue gain or advantage either to himself or to his relatives, partners, or associates and if such director is found guilty of making any undue gain, he shall be liable to pay an amount equal to that gain to the company.
 - (6) A director of a company shall not assign his office and any assignment so made shall be void.

Fees / Commission

7. Independent Directors will be paid a sitting fee of Rs.2,000/- per meeting of the Board & any other committee of the Board of which they are a member, attended by them. In addition, the commission may be payable by the Company at the rate as may be approved by the Board of Directors from time-to-time.

Reimbursement of Expenses

8. In addition to the fee, the Company will reimburse Independent Directors for all reasonable documented expenses that they may incur in performing their role and for attending the meetings of the Board / committees thereof. Independent Directors may submit any details of expenses incurred for reimbursement.

Other directorships & business interests

9. Based on disclosures of Independent Director's other directorships etc., the Company acknowledges business interests that they have or engaged into other than their association as an Independent Director with the Company. In the event Independent Directors may become aware of any potential conflicts of interest *qua* their directorship, the Company would expect them to disclose to the Board of Directors of such conflict of interest situation as soon as possible.
10. During the Appointment, Independent Director's directorships in other companies will be subject to the limits as prescribed under the Companies Act, 2013 and the Listing Agreement, from time-to-time. Further, Independent Directors may please inform us prior to accepting any other (or further) directorships of publicly quoted companies or any major external appointments, to avoid any conflict of interest with their current position in the Company.

Code of Conduct & other compliances

11. During the Appointment, Independent Directors will comply with the provisions of applicable laws including the Code for Independent Directors, Insider Trading Code and such other requirements as the Board of Directors may specify or otherwise applicable under applicable laws to directors from time-to-time.
12. At the first meeting of the Board in every financial year or whenever there is any change in the circumstances which may affect their status as an independent director, the Company expects them to furnish a declaration to the effect confirming that they meet the criteria of independence as provided in Section 149 (6) of the Companies Act, 2013 and the Listing Agreement.

Confidentiality

13. Independent Directors will maintain highest standards of confidentiality and not disclose to any person or company (whether during the course of the Appointment or at any time after its termination) any confidential information concerning the Company and any Group Companies with which they come into contact by virtue of their position as a Non-Executive Independent Director of the Company.
14. At times Independent Directors may be privy to unpublished price sensitive information concerning the Company or its subsidiaries. The Company would advise them not disclose such information to any third party without prior permission of the Company. Further, Company expects them to adhere to the provisions of SEBI Insider Trading Regulations while they are in possession of any unpublished price sensitive information. Any enquiries they may receive from

any of the stakeholders, analysts and media may please be directed to the Company for necessary action.

15. On expiry of their term of Appointment, Company expects Independent Directors to return to the Company all books, document, papers and other property of or relating to the business of the Company which is in their possession, custody or power by virtue of their position as a NonExecutive Independent Director of the Company.

Performance Review Process

16. The performance of individual Director will be evaluated by the Board / Remuneration & Nomination Committee from time-to-time in accordance with the provisions of the Companies Act, 2013 & the Listing Agreement. Independent Directors re-appointment (if any) will be based on the report of performance evaluation by the Board / Remuneration & Nomination Committee.

Independent Director's Training And Induction

17. The Independent Directors are provided with necessary documents / brochures and reports to enable them to familiarise with the Company's business, procedures and practices. Along with role, function, duties and responsibilities expected from Director, the Director is also explained in detail the compliances required from him under the Companies Act, 2013, Clause 49 of the Listing Agreement and other relevant regulations and his affirmation is taken with respect to the same.

Further, with a view to familiarise Director with the Company's operations, plant visit is scheduled and the Managing Director also has one-to-one discussion with the newly appointed Director. These initiatives help the Director to understand the Company, its business and the regulatory framework in which the Company operates and equips him to effectively fulfill his role as a Director of the Company.
