

## STAR HOUSING FINANCE LIMITED

### **Terms and Conditions of Appointment of Independent Directors of the Company in accordance with the requirements of Schedule IV to the Companies Act, 2013 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015:**

Terms and Conditions of appointment of Independent Directors.

The following are the Independent Directors on the Company's Board

Sr. No.	Name of Independent Director	Appointed upto
1	Mr. Amlendra Prasad Saxena	23.10.2026
2	Mr. Ajith Kumar Lakshmanan	02.09.2027
3	Mrs. Neelam Tater	02.09.2027
4	Mr. Pradip Kumar Das	16.10.2027
5	Mr. Chinnathambi Ilango	07-11-2026

#### **1. Appointment**

Their respective appointments will be upto the dates mentioned above (the Term). As Independent Directors, they will not be liable to retire by rotation.

Reappointment of Independent Directors 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. Reappointment would be considered based on the outcome of the performance evaluation process and independence criteria.

#### **2. Role, Duties and Responsibilities**

- As member of the Board, their role and duties will be those as specified for an Independent Director under the Act and Listing Agreement. Along with the other Directors they will be collectively responsible for meeting the objectives of the Board which include :
  - Requirements under the Companies Act, 2013;
  - Accountability under the Directors' Responsibility Statement;
  - Overseeing the maintenance of ethical conduct of business.
- They shall abide by the Code of Conduct of Independent Directors as outlined in Schedule- IV of the Companies Act, 2013 and the duties of directors as provided in the Companies Act, 2013.

#### **3. Time Commitment**

They agree to devote such time as is prudent and necessary for the proper performance of their role, duties and responsibilities as Independent Directors.

#### **4. Remuneration**

As Independent Directors, they shall be paid sitting fees, as may be determined by the Board from time to time, for attending meetings of the Board and the Committees of which they are members.

In addition to the sitting fees, 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 performance of the Company and their performance as evaluated by the Board.

Further, the Company may pay or reimburse to the Director such expenditure, as may have been incurred by them while performing their role as Independent Directors of the Company. This could include reimbursement

of expenditure incurred by them for accommodation, travel and any out-of pocket expenses for attending Board/Committee meetings, general meetings, court convened meetings, meetings with shareholders/creditors/ management, site visits, induction and training (organised by the Company for Directors) and in obtaining, subject to the expense being reasonable, professional advice from independent advisors in the furtherance of their duties as Independent Directors.

## **5. Insurance**

The Company will take an appropriate Directors' and Officers' Liability Insurance policy and pay the premiums for the same. It is intended to maintain such insurance cover for the Term of their appointment, subject to the terms of such policy in force from time to time. A copy of the policy document is provided to the Independent Directors on request.

## **6. Performance Evaluation**

As a member of the Board, their performance as well as the performance of the entire Board and its Committees shall be evaluated annually. The criteria for evaluation shall be determined by the Nomination and 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.

## **7. Disclosures, Other Directorships and Business Interests**

During the Term, they will 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 will also agree that upon becoming aware of any potential conflict of interest with their position as an Independent Director 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 Companies Act, 2013, upon any change in circumstances which may affect their status as an Independent Director.

## **8. Changes of Personal Details**

During the Term, they shall promptly intimate the Company Secretary and the Registrar of Companies in the prescribed manner, of any change in address or other contact and personal details provided to the Company.

## **9. Termination**

They may resign from the directorship of the Company by giving a notice in writing to the Company 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 them in the notice, whichever is later.

Their directorship on the Board of the Company shall cease in accordance with law. The Company may disengage Independent Directors prior to completion of their term (subject to compliance of relevant provisions of the Act and SEBI LODR) upon:

- Violation of any provision of the Code of Conduct as applicable to NEDs.
- Upon the director failing to meet the criteria for independence as envisaged in the Act or the SEBI LODR.

## 10. Code of Conduct

As Independent Directors of the Company, they agree to comply with the Code of Conduct for Non-Executive Directors (NEDs). For their reference, the Code of Conduct for NEDs, as adopted by the Board, is provided to them.

Unless specifically authorised by the Company, they shall not disclose Company and business information to constituencies such as the media, the financial community, employees, shareholders, agents, franchisees, dealers, distributors and importers.

Their obligation of confidentiality shall survive cessation of their respective directorships with the Company.

The provisions of both, Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and the Code of Conduct for Prevention of Insider Trading, prohibiting disclosure or use of unpublished price sensitive information, would be applicable to the Independent Directors.

Additionally, they shall not participate in any business activity which might impede the application of their independent judgment in the best interest of the Company.

All Directors are required to sign a confirmation of acceptance of the Code of Conduct for NEDs, as adopted by the Board, on annual basis.

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