

25th June, 2022

Mr. Pravin Kutumbe,
B-803, Neelakanth Majestic,
Plot No 5, Sector 17,
Kalamboli, Panvel - 410218

Sub: Your appointment as an Independent Director of the Company

Dear Sir,

We are glad to inform you that, pursuant to the provisions of Section 149, 150 and 152 and other applicable provisions of the Companies Act, 2013 and the Rules made thereunder read with Schedule IV to the Act (including any statutory modification(s) or re-enactment(s) thereof, for the time being in force), the members of the Company in the Extra-Ordinary General Meeting held on 25th June, 2022 have appointed you as an Independent Director (Non-Executive) of the Company with effect from 25th June, 2022 for a period of five years.

Your appointment as a Director is pursuant to the relevant clauses of the Articles of Association of the Company and that you shall not be liable to retire by rotation pursuant to the provisions of the Companies Act, 2013 and the Rules made thereunder.

Being an Independent Director (Non-Executive), you shall be eligible for receiving sitting fees for attending each Board and Committee Meeting as per the Company's policy and also getting reimbursed for incurring expenses for participation in Board and Committee Meetings of the Company.

We are sure that your knowledge and experience would benefit the business activities of the Company and that your esteemed presence as an Independent Director on the Board shall be beneficial throughout all spheres. We whole-heartedly welcome you on Board.

The terms and conditions covering your appointment are detailed hereunder:

1. Appointment:

Your term of appointment as an Independent Director (Non-Executive) is for a term of five years with effect from 25th June 2022. As an Independent Director you will not be liable to retire by rotation. Your appointment and tenure as Independent Director (Non-Executive) shall be consistent with the applicable provisions of the Companies Act, 2013 and the Rules made thereunder.

2. Committees:

The Board of Directors (the Board) may, invite you for being appointed on one or more Board Committee(s). Your appointment on such Committee(s) will be subject to the applicable laws, regulations and Company's policy.



3. Role and Duties:

As a member of the Board, your role, duties and responsibilities will be those normally required and expected of an Independent Director (Non-Executive) under the Companies Act, 2013 and the Rules made thereunder. In terms of Section 166 of the Companies Act, 2013, you shall:

- a. Act in accordance with the Company's Articles of Association.
- b. 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 interest of the Company, and in the best interests of the Company, its employees, the shareholders, the community and for the protection of environment.
- c. Exercise your duties with due and reasonable care, skill and diligence.
- d. Not involve yourself in a situation in which you may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the Company.
- e. Not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.
- f. Not assign your office as Director and any assignments so made shall be void.

You shall also abide by the 'Code for Independent Directors' as outlined in Schedule IV to the Companies Act, 2013 and the Rules made thereunder.

4. Conflict of Interest:

It is accepted and acknowledged that you may have business interests other than those of the Company. As a condition to your appointment commencing, you are required to declare any such directorships, appointments and interests to the Board in writing in the prescribed form at the time of your appointment.

In the event that your circumstances seem likely to change and might give rise to a conflict of interest or, when applicable, circumstances that might lead the Board to revise its judgement that you are independent, the same should be disclosed to the Board.

5. Confidentiality:

All information acquired during your appointment is confidential to the Company and should not be released, either during your appointment or following termination (by whatever means) to third parties without prior clearance from the Board unless required by law or by any statutory or regulatory body.

6. Insurance:

The company has in place, the Directors' and Officers' liability insurance and it is intended that the company will assume and maintain such cover for the full term of your appointment.



7. Disclosure of Interest:

You shall disclose material interest in any transaction or arrangement that the Company has entered into. Such interest should be disclosed not later than when the transaction or arrangement is placed before the Board for its approval. A general notice that you are interested in any contracts / arrangements with a particular person, firm or company is acceptable.

8. Termination:

- a. You may resign from your position at any time and should you wish to do so, you are requested to inform the Board by providing reasonable written notice.
- b. Continuation of your appointment is contingent on your 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. You will not be entitled to compensation if the shareholders do not re-elect you at any time.
- c. Your appointment may also be terminated in accordance with the provisions of the Articles of Association of the Company and the provisions of the Companies Act, 2013 from time to time in force.

9. Governing Law:

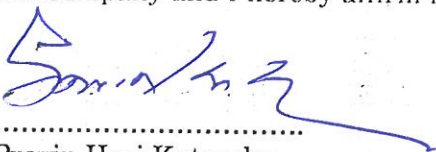
This letter of appointment is governed by and will be interpreted in accordance with Indian laws and your engagement shall be subject to the jurisdiction of the Indian courts. Please confirm your agreement to the terms of appointment relating to your appointment as an Independent Director (Non-Executive) of the Company by signing and returning to us the enclosed copy of this letter.

**BY ORDER OF THE BOARD OF DIRECTORS
FOR CATALYST TRUSTEESHIP LIMITED**

.....
Umesh Manohar Salvi
Managing Director
(DIN: 09167199)



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.

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Pravin Hari Kutumbe

Place: Panvel

Date:

