KOTHARI FERMENTATION AND BIOCHEM LTD.

An ISO 22000 : 2018 & HALAL Certified Company
REGD. OFFICE: 16, COMMUNITY CENTRE, 1ST FLOOR, SAKET, NEW DELHI-110017
TEL. : 26517665, 26850004, 40590944 E-mail : kfbl@airtelmail.in
Web : www.kothariyeast.in CIN : L72411DL1990PLC042502

Date: 14th November, 2018

To,
MR. HEMENDRA PATSINGH DUGAR
M-42, 1ST FLOOR,
KALKAJI,
NEW DELHI-110019, INDIA

Subject: Appointment Letter

I am writing to confirm our decision to appoint you on the Board of Directors of Kothari Fermentation & Biochem Limited (hereinafter referred to as KFBL or the Company) with effect from 14th November, 2018. This letter of appointment sets out the terms and conditions covering your appointment which are as follows:

1. **Appointment**
   I. You will be appointed as a Non-Executive Independent Director on the Board of Directors of KFBL with effect from 14th November, 2018. Your appointment is subject to approval of the Board of Directors, election and appointment by the shareholders as per under the provisions of the companies Act, 2013. Your appointment is also subject to the maximum permissible Directorships that one can hold as per the provisions of the Companies Act, 2013 and the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.

   II. The term Independent Director should be construed as defined under the Companies Act, 2013 and the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.

   III. As per the Companies Act, 2013 and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, the Independent Directors will serve for not more than two terms of five years each on the Board of the Company and such appointment shall not be liable to retire by rotation at every Annual General Meeting. The Company is at liberty to disengage the services of Non-Executive Independent Director earlier subject to compliance of relevant provision of Companies Act, 2013

2. **Committees**
   The Board of Director (the Board) may, appoint you on one or more existing Board Committees or any such Committee that is set up in the future. Your appointment on such Committee(s) will be subject to the applicable regulations.

3. **Time Commitment**
   3.1 As a Non-Executive Director you are expected to bring objectivity and independence of view to the Board's discussions and ensuring high standards of financial probity and

corporate governance. The Board meets at least four times in a year. The Audit Committee and stakeholders' Relationship Committee also meets atleast four times in a year. Besides, there are other Committee Meetings like Nomination and Remuneration Committee and Corporate Social Responsibility Committee which are ordinarily convened once or twice in a year. You will be expected to attend Board, Board Committees to which you may be appointed and Shareholders meetings and to devote such time to your duties, as appropriate for you to discharge your duties effectively. Ordinarily, all meetings are held in New Delhi.

4. Role and Duties

Your role and duties will be those normally required of Non-Executive Independent Director under the Companies Act, 2013 and the SEBI(Listing Obligations and Disclosure Requirements) Regulations,2015.Some of the main duties are listed below:-

i. You 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 interest of the Company.

ii. You shall discharge your duties with due and reasonable care, skill and diligence.

iii. You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates etc.

5. Status of Appointment

5.1 You will not be an employee of the Company and this letter shall not constitute a contract of employment. You will be paid such remuneration by way of sitting fees for meetings of the Board and its Committees as may be decided by the board and approved by the Shareholders from time to time.

6. Confidentiality

All information acquired during your appointment is confidential to KFBL and should not be released, either during your appointment or following termination (by 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, you shall surrender any documents and other material made available to you by KFBL.

Your attention is also drawn to the requirement under the applicable regulations and Code of Conduct for Prevention of Insider Trading which concern the disclosure of price sensitive information and dealing in the securities of KFBL.

7. Evaluation

The Company has adopted a policy on Board Evaluation. The policy provides for evaluation of the Board, the Committees of the Board and individual Directors, including the Chairman of the Board. As per the Policy, the Company will carry out an evaluation of the performance of the

Board as a whole, Board Committees and Directors on an annual basis. Your appointment and re-appointment on the Board shall subject to the outcome of the yearly evaluation process.

8. **Disclosure of Interest**

A Director is required to disclose his interest not later than when the transaction or arrangement comes up at a Board meeting. A general notice that you are interested in any contract with a particular person, firm or company is acceptable.

9. **Termination**

a. You may resign from your position at any time and when you wish to do so, you are requested to serve a reasonable written notice on the Board.

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.

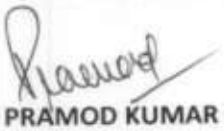
10. **Governing Law**

This agreement is governed by and will be interpreted in accordance with Indian law and your engagement shall be subject to the jurisdiction of the Indian Courts.

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

Yours sincerely,

For KOTHARI FERMENTATION & BIOCHEM LIMITED



PRAMOD KUMAR KOTHARI
CHAIRMAN & MANAGING DIRECTOR

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Date: 27th September, 2019

To,
Mr. Piyush Kumar Goel,
130, Harishah near Chamunda Mandir,
Sikandrabad, U.P-203205

Subject: Appointment Letter

I am writing to confirm our decision to appoint you on the Board of Directors of Kothari Fermentation & Biochem Limited (hereinafter referred to as KFBL or the Company) with effect from 27th September, 2019. This letter of appointment sets out the terms and conditions covering your appointment which are as follows:

1. **Appointment**

   I. You will be appointed as a Non-Executive Independent Director on the Board of Directors of KFBL with effect from 27th September, 2019. Your appointment is subject to approval of the Board of Directors, election and appointment by the shareholders as per under the provisions of the companies Act, 2013. Your appointment is also subject to the maximum permissible Directorships that one can hold as per the provisions of the Companies Act, 2013 and the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.

   II. The term Independent Director should be construed as defined under the Companies Act, 2013 and the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.

   III. As per the Companies Act, 2013 and SEBI (Listing Obligations and Disclosure Requirements) Regulations,2015, the Independent Directors will serve for not more than two terms of five years each on the Board of the Company and such appointment shall not be liable to retire by rotation at every Annual General Meeting. The Company is at liberty to disengage the services of Non-Executive Independent Director earlier subject to compliance of relevant provision of Companies Act, 2013

2. **Committees**

   The Board of Director (the Board) may, appoint you on one or more existing Board Committees or any such Committee that is set up in the future. Your appointment on such Committee(s) will be subject to the applicable regulations.

3. **Time Commitment**

   3.1 As a Non-Executive Director you are expected to bring objectivity and independence of view to the Board's discussions and ensuring high standards of financial probity and

corporate governance. The Board meets at least four times in a year. The Audit Committee and stakeholders' Relationship Committee also meets atleast four times in a year. Besides, there are other Committee Meetings like Nomination and Remuneration Committee and Corporate Social Responsibility Committee which are ordinarily convened once or twice in a year. You will be expected to attend Board, Board Committees to which you may be appointed and Shareholders meetings and to devote such time to your duties, as appropriate for you to discharge your duties effectively. Ordinarily, all meetings are held in New Delhi.

4. Role and Duties

Your role and duties will be those normally required of Non-Executive Independent Director under the Companies Act, 2013 and the SEBI(Listing Obligations and Disclosure Requirements) Regulations,2015.Some of the main duties are listed below:-

i. You 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 interest of the Company.

ii. You shall discharge your duties with due and reasonable care, skill and diligence.

iii. You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates etc.

5. Status of Appointment

5.1 You will not be an employee of the Company and this letter shall not constitute a contract of employment. You will be paid such remuneration by way of sitting fees for meetings of the Board and its Committees as may be decided by the board and approved by the Shareholders from time to time.

6. Confidentiality

All information acquired during your appointment is confidential to KFBL and should not be released, either during your appointment or following termination (by 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, you shall surrender any documents and other material made available to you by KFBL.

Your attention is also drawn to the requirement under the applicable regulations and Code of Conduct for Prevention of Insider Trading which concern the disclosure of price sensitive information and dealing in the securities of KFBL.

7. Evaluation

The Company has adopted a policy on Board Evaluation. The policy provides for evaluation of the Board, the Committees of the Board and individual Directors, including the Chairman of the Board. As per the Policy, the Company will carry out an evaluation of the performance of the

Board as a whole, Board Committees and Directors on an annual basis. Your appointment and re-appointment on the Board shall subject to the outcome of the yearly evaluation process.

8. **Disclosure of Interest**

   A Director is required to disclose his interest not later than when the transaction or arrangement comes up at a Board meeting. A general notice that you are interested in any contract with a particular person, firm or company is acceptable.

9. **Termination**

   a. You may resign from your position at any time and when you wish to do so, you are requested to serve a reasonable written notice on the Board.
   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.

10. **Governing Law**

    This agreement is governed by and will be interpreted in accordance with Indian law and your engagement shall be subject to the jurisdiction of the Indian Courts.

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

Yours sincerely,

For KOTHARI FERMENTATION & BIOCHEM LIMITED

PRAMOD KUMAR KOTHARI
CHAIRMAN & MANAGING DIRECTOR

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Date: 28th August, 2023

To,
DR. RAJIV AGARWAL
G-62 A Kalkaji,
New Delhi – 110019

Subject: Appointment Letter

I am writing to confirm our decision to appoint you on the Board of Directors of Kothari Fermentation & Biochem Limited (hereinafter referred to as KFBL or the Company) with effect from 28th August 2023. This letter of appointment sets out the terms and conditions covering your appointment which are as follows:

1. **Appointment**

   I. You will be appointed as a Non-Executive Independent Director on the Board of Directors of KFBL with effect from 28th August 2023. Your appointment is subject to approval of the Board of Directors, election and appointment by the shareholders as per under the provisions of the companies Act, 2013. Your appointment is also subject to the maximum permissible Directorships that one can hold as per the provisions of the Companies Act, 2013 and the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.

   II. The term Independent Director should be construed as defined under the Companies Act, 2013 and the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.

   III. As per the Companies Act, 2013 and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, the Independent Directors will serve for not more than two terms of five years each on the Board of the Company and such appointment shall not be liable to retire by rotation at every Annual General Meeting. The Company is at liberty to disengage the services of Non-Executive Independent Director earlier subject to compliance of relevant provision of Companies Act, 2013

2. **Committees**

   The Board of Director (the Board) may, appoint you on one or more existing Board Committees or any such Committee that is set up in the future. Your appointment on such Committee(s) will be subject to the applicable regulations.

3. **Time Commitment**

   3.1 As a Non-Executive Director you are expected to bring objectivity and independence of view to the Board's discussions and ensuring high standards of financial probity and corporate governance. The Board meets at least four times in a year. The Audit Committee

and stakeholders' Relationship Committee also meets at least four times in a year. Besides, there is other Committee Meeting i.e. Nomination and Remuneration Committee which is ordinarily convened once or twice in a year. You will be expected to attend Board, Board Committees to which you may be appointed and Shareholders meetings and to devote such time to your duties, as appropriate for you to discharge your duties effectively. Ordinarily, all meetings are held in New Delhi.

4. Role and Duties

Your role and duties will be those normally required of Non-Executive Independent Director under the Companies Act, 2013 and the SEBI(Listing Obligations and Disclosure Requirements) Regulations,2015. Some of the main duties are listed below:-

i. You 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 interest of the Company.

ii. You shall discharge your duties with due and reasonable care, skill and diligence.

iii. You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates etc.

5. Status of Appointment

5.1 You will not be an employee of the Company and this letter shall not constitute a contract of employment. You will be paid such remuneration by way of sitting fees for meetings of the Board and its Committees as may be decided by the board and approved by the Shareholders from time to time.

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

Yours sincerely,

For KOTHARI FERMENTATION & BIOCHEM LIMITED

Kothari Fermentation And Biochem Ltd. Saket New Delhi

PRAMOD KUMAR KOTHARI
CHAIRMAN & MANAGING DIRECTOR