

August 1, 2026

To,
Mr. Natarajan Girija Shankar
H-1560, Ground Floor, C R Park,
Chittranjan Park, South Delhi,
Delhi 110019.

Dear Sir,

Sub: Letter of Appointment - Non-Executive Independent Director of Svatantra Micro Housing Finance Corporation Limited ("the Company").

We are pleased to inform you that the Board of Directors ('the Board') of the Company subject to the approval of shareholders have approved your Appointment as Non-Executive Independent Director of the Company under section 149, 150, 152 and other applicable provisions of the Companies Act, 2013 ("the Act") and Rules notified thereunder, read with Schedule IV to the Act, as amended from time to time.

This letter sets out the terms of your appointment.

1. APPOINTMENT:

Your appointment is effective from August 1, 2026, ("Date of Appointment") for a term of three consecutive years commencing from August 1, 2026, till 31st July 2029.

2. COMPLIANCE OF ELIGIBILITY CRITERIA:

- a) As per the declaration provided by you, it is noted that you meet the criteria of Independence in terms of the provisions of Section 149(6) of the Act, as amended from time to time.
- b) You shall on a yearly basis declare to the Company that you continue to meet these eligibility criteria.
- c) In case of happening of any event, if you cease to meet the eligibility criteria for Independent Director, you shall promptly inform the Company of the same and shall cease to become an Independent Director of the Company.

3. EXPECTATION OF THE BOARD:

As advised by the Board, during the tenure of office, you may be required to serve on one or more of the committees of the Board established by the Company. Upon your appointment to any one or more Committees, you will be provided with the appropriate Committee charter which sets out the functions of that Committee.

The Board is responsible for constituting, assigning, co-opting, and fixing terms of service for Committee Members and in consultation with Company Secretary determines the frequency and duration of the Committee Meetings.



Svatantra Micro Housing Finance Corporation Limited

CIN: U67190MH2008PLC182274

Registered Office: Office No. 5 & 6, 11th Floor, E Wing, Times Square, Andheri-Kurla Road, Marol, Andheri (E), Mumbai, 400059.

Tel: +91 22 69609000/100 Email: contact@svatantramhfc.com – Website: <https://svatantramhfc.com/>

4. DUTIES, RESPONSIBILITIES AND LIABILITIES:

You will be expected to perform your duties, whether statutory or fiduciary, faithfully, efficiently, and diligently to a standard commensurate with both the functions of your role and your knowledge, skills and experience.

You will disclose any direct or indirect interest which you may have in any matter being considered at a Board Meeting or Committee Meeting and you will not vote on any resolution of the Board or Committee or on any matter where you have any direct or indirect interest.

Unless specifically authorised to do so by the Board, you will not enter into any legal or other commitment or contract on behalf of the Company.

As an Independent Director, you shall comply with the duties of directors prescribed under Section 166 of the Act, and with the requirements of Section 149(8) of the Act read with the Code of Conduct for Independent Directors set out in Schedule IV thereto.

The liabilities that come with your appointment would be as per the Act.

5. REMUNERATION:

You will be entitled to sitting fees as approved by the Board of Directors of the Company from time to time which will be within applicable limits under applicable laws.

You may also be paid commission as may be decided by the Board and approved by the Shareholders of the Company. The same shall be subject to applicable taxes, and the Company may withhold/ deduct at source any amounts as are required to be withheld/ deducted pursuant to applicable law. Any tax liability arising in respect of payments made pursuant to remuneration shall be borne solely by you.

In addition to the above the Company may, for the period of your appointment, reimburse you for travel, hotel and other incidental expenses incurred by you for participation in the Board and Committee meetings.

You will be covered under Directors' and Officers' (D and O) Insurance Policy obtained by the Company.

6. CONFIDENTIALITY:

You acknowledge that all information acquired during your appointment is confidential to the Company and should not be released, communicated, nor disclosed either during your appointment or following termination (by whatever means), to third parties without prior clearance from the Company. This restriction shall cease to apply to any confidential information which may (other than by reason of your breach) become available to the public generally.

You acknowledge the need to hold and retain company information (in whatever format you may receive it) under appropriately secure conditions.



7. REVIEW PROCESS:

The performance of Individual Director and the whole Board and its Committees shall be evaluated annually. Any proposal of re-appointment of Independent Director shall be basis the performance evaluation of the Independent Director.

8. CHANGES TO PERSONAL DETAILS:

Any changes in address or other personal contact details may please be advised to the Company Secretary promptly.

9. RESIGNATION OF DIRECTOR:

You may resign from your office as Director by giving a notice in writing to the Company and the Board shall on receipt of such notice take note of the same and the Company shall intimate the Registrar of Companies as required under Act.

You may also forward a copy of your resignation letter along with detailed reasons for the resignation to the Registrar within thirty days of resignation.

Your 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.

10. MISCELLANEOUS:

- a) Your appointment is also subject to the maximum permissible directorships that one can hold under applicable law, including as per the provisions of the Act.
- b) You will not be in employment of the Company.
- c) You will be invited to attend ongoing training and familiarization sessions, including briefings from management and branch/site visits.
- d) While accepting the appointment, you confirm that you will be able to allocate sufficient time to perform your duties as a director and attend meetings of the Board or any committee thereof. In addition to such attendance, you will be expected to devote appropriate preparation time ahead of each meeting.
- e) Annually and as required, the Independent Directors shall meet without the presence of Non-Independent Directors and members of the management. At this meeting, the Independent Directors shall inter alia evaluate the performance of the Non-Independent Directors and the Board of Directors as a whole, evaluate the performance of the Chairman of the Board and discuss aspects relating to the quality, quantity and timeliness of the flow of information between the Company, the management and the Board.

11. SCHEDULE OF MEETINGS:

The Company Secretary will provide to you the schedule of forthcoming meetings.



12. 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.

Looking forward for a mutually satisfying association with you.

Yours Sincerely,

For Svatantra Micro Housing Finance Corporation Limited



Deepabh Jain
Managing Director and CEO
DIN: 01111645

