

LETTER OF APPOINTMENT FOR INDEPENDENT DIRECTOR

23rd May, 2014

Mr.D. N. Damania
11, Abbas Road, 11,
G.G.Thakkar Road,
Pune – 411001.

Dear Mr. D. N. Damania

**Sub : Appointment as an Independent Director of Sudarshan Chemical Industries Limited
(the 'Company')**

On behalf of the Company, I am pleased to inform you that the Board of Directors ('the Board') of the Company has approved your appointment as an independent director of the Company ('Independent Director') with effect from 9th August, 2014 . This letter sets out the terms and conditions of your appointment.

1. Appointment

- 1.1 In accordance with the provisions of the Companies Act, 2013 ('Act'), the Companies (Appointment and Qualification of Directors) Rules, 2014 and Clause 49 of the Listing Agreement as amended by the Securities and Exchange Board of India *vide* its circular dated April 17, 2014 ('Amended Clause 49'), you are appointed as an Independent Director on the Board of the Company to hold office from **9th August, 2014 to 8th August, 2019**. You will not be an employee of the Company and this letter shall not constitute a contract of employment.
- 1.2 The term of your appointment as proposed by the Board of the Company shall be subject to approval by the shareholders of the Company at its general meeting in terms of the provisions contained in the Act and the Amended Clause 49. Your appointment is also subject to the maximum permissible directorships that a director can hold as per the provisions of the Act and the Amended Clause 49.
- 1.3 In compliance with the provisions of sub-section (13) of section 149 of the Act, your directorship is not subject to retirement by rotation.
- 1.4 Notwithstanding other provisions of this letter, the Company reserves the right to terminate your appointment as an Independent Director prior to completion of the said term in accordance with the provisions of the Articles of Association of the Company or on failure to meet the parameters of independence as defined in sub-section (6) of section 149 or on the occurrence of any event as defined in Section 167 of the Act.

Sudarshan Chemical Industries Limited

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- 1.5 Upon termination of your appointment or upon your resignation for any reason, duly intimated to the Company, you will not be entitled to any compensation for loss of office.

2. Committees of the Board

During the term of your appointment, you may be required to serve on one or more existing Committees of the Board of your Company. You shall be expected to act in accordance with the terms of reference of the Committee constituted pursuant to the provisions of the Act and the Amended Clause 49.

You have been nominated to serve on the Board of the following committees :

(1) Audit Committee

The Audit Committee has the full power and authority to monitor and provide effective supervision of the financial reporting processes of the Company and personnel associated with such processes with a view to ensuring accurate, timely and proper disclosures and transparency, integrity and quality of financial reporting and effectiveness of the audit process.

(2) Nomination and Remuneration Committee

The Nomination and Remuneration Committee is entrusted with the duty of formulating the criteria for determining the qualifications, positive attributes and independence of a director and recommending to the Board a policy relating to the remuneration of the directors, key managerial personnel and other employees; formulating or laying down the criteria for performance evaluation of the independent directors and the Board; devising a policy on Board diversity; identifying persons forming part of the senior management of the Company, and recommending to the Board the appointment and removal of directors and senior management personnel.

3. Time Commitment

- 3.1 As an Independent Director, you are expected to bring objectivity and independence of view to the Board's discussions and to help provide the Board with effective leadership in relation to the Company's strategy, performance, and risk management as well as ensuring high standards of financial probity and corporate governance. The Board meets at least four times in a year. The Audit Committee also meets at least four times in a year. Besides, there are other committee meetings like Nomination and Remuneration Committee, Stakeholders' Relationship Committee and Corporate Social Responsibility Committee meetings which are ordinarily convened as and when required. You will be

expected to attend Board meetings, meetings of the Board Committees to which you may be appointed and general meetings and to devote such time to your duties, as appropriate for you to discharge your duties effectively.

- 3.2 By accepting this appointment, you confirm that you are able to devote sufficient time and attention as is prudent and necessary for meeting the expectations of your role, duties and responsibilities as an Independent Director to the satisfaction of the Board.

4. Role and Duties

Your role and duties will be those normally required of an Independent Director under Schedule IV of the Act and the Amended Clause 49. The fiduciary duties incidental to your appointment as an Independent Director of the Company are to :

- (1) act in accordance with the Articles of Association of the Company;
- (2) act in good faith in order to promote the objects of the Company for the benefit of its shareholders as a whole, and in the best interests of the Company;
- (3) help in bringing an independent judgment to bear on the Board's deliberations especially on issues of strategy, performance, risk management, resources, key appointments and standards of conduct;
- (4) bring an objective view in the evaluation of the performance of Board and management;
- (5) scrutinize the performance of management in meeting agreed goals and objectives and monitor the reporting of performance;
- (6) satisfy yourself on the integrity of financial information and that financial controls and the systems of risk management are robust and defensible;
- (7) safeguard the interests of all stakeholders, particularly the minority shareholders;
- (8) balance the conflicting interest of the stakeholders;
- (9) determine appropriate levels of remuneration of executive directors, key managerial personnel and senior management and have a prime role in appointing and where necessary recommend removal of executive directors, key managerial personnel and senior management;
- (10) moderate and arbitrate in the interest of the Company as a whole, in situations of conflict between management and shareholder's interest;
- (11) accurately report on the performance and financial position of the Company; and
- (12) ensure compliance with the applicable legislation and regulations under review and the conformity of the practices of the Company to accepted norms.

The duties enlisted hereinabove shall be discharged with due and reasonable care, skill and diligence.

5. Limitation on discharge of duties

The discharge of your duties as an Independent Director shall not extend to :

- (1) involving yourself in situations involving a conflict of interest, whether direct or indirect, vis-à-vis the Company as defined in clause 6 of this letter;
- (2) achieving or attempting to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates; and
- (3) assigning your office as a director and any assignments so made shall be void.

6. Conflict of interest

- 6.1 It is accepted and acknowledged that you may have business interests other than those of the Company. As a condition to your impending appointment, 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.
- 6.2 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, this should be disclosed to both the Chairman and the Secretary.

7. Compensation Structure

- 7.1 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. Further, you will also be paid remuneration by way of commission as may be approved by the Board and the shareholders from time to time.
- 7.2 The sitting fees presently paid to the non-executive Independent Director is INR 20,000/- per meeting of the Board or a Committee thereof.
- 7.3 You shall not be entitled to participate in any employee stock option scheme operated by the Company or any group company and shall not be entitled to avail of any bonus during your term of appointment.

8. Reimbursement of Expenses

The Company will reimburse you for the following items of expenditure incurred by you as incidental to the performance of your duties, namely :

- (1) Travel expenses;
- (2) Hotel accommodation expenses; and
- (3) Out-of-pocket expenses.

9. Confidentiality

- 9.1 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 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 materials made available to you by the Company.
- 9.2 Your attention is also drawn to the requirements under the applicable regulations and the Company's Insider Trading Code which concern the disclosure of price sensitive information and dealing in the securities of the Company. Consequently, you should avoid making any statements or performing any transactions that might result in a breach of these requirements without prior clearance from the Chairman or the Secretary.

10. Induction

You may be invited to attend ongoing training and familiarization sessions, including briefings from management and site visits of the Company. Please avail yourself of these opportunities as fully as is appropriate to your personal circumstances.

11. Evaluation

The Board will carry out an evaluation of your performance. The Company is in the process of adopting a policy on Board Evaluation. The policy will provide 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 shall be subject to the outcome of the yearly evaluation process.

12. Insurance

The Company has Directors' and Officers' liability insurance and it is intended that the Company will assume and maintain such cover during the full term of your appointment as Independent Director of the Company.

13. Independent Professional Advice

There may be occasions when you consider that you need professional advice in furtherance of your duties as a director and it will be appropriate for you to consult

independent advisers at the Company's expense. The Company will reimburse the full cost of expenditure incurred in accordance with the Company's policy.

14. Disclosure of interest

Any material interest acquired by you in a contract or arrangement entered into with the Company shall be disclosed at the meeting of the Board in which such contract or arrangement is discussed in order that the minutes and the Annual Accounts record an appropriate mention of such disclosure of interest. A general notice that you are interested in any contracts with a particular person, firm or company is acceptable.

15. Code of Conduct

The codes of conduct of the Company which necessitate compliance by you are :

- (1) Code of Conduct for Board and Senior Management;
- (2) Code of Conduct and Ethics of the Company;
- (3) Code of Internal Procedures and Conduct for prevention of Insider Trading in securities of the Company;

and such other requirements as the Board may, from time to time, specify.

16. Termination

You may resign from your position at any time before the end of your term of office by giving a notice in writing to the Board.

Continuation of your appointment is contingent on your getting re-elected by the shareholders in accordance with provisions of Act 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 or otherwise as a director.

Your appointment may also be terminated in accordance with the provisions of the Articles of Association of the Company from time to time in force.

17. Governing Law

This letter of appointment and any non-contractual obligations arising out of or in connection with the same are governed by, and shall be construed in accordance with, the laws of India, and the parties agree to submit to the exclusive jurisdiction of the courts of Pune / Mumbai.

Please confirm your agreement to the above-mentioned terms by signing and returning to us an enclosed copy of this letter.

Thank you.

Yours sincerely,
For Sudarshan Chemical Industries Limited



K.L.RATHI
Chairman

For and on behalf of Sudarshan Chemical Industries Limited

I have read and agree to abide by the above terms regarding my appointment as an Independent Director of Sudarshan Chemical Industries Limited.



Mr.D. N. Damania
Independent Director

DIN – 00403834

Date : 25th May, 2014

LETTER OF APPOINTMENT FOR INDEPENDENT DIRECTOR

23rd May, 2014

Mr.S. N. Inamdar

2-A, Ameya Apartments
1193, B K Dhuru Marg,
Dadar, Mumbai 400 028

Dear Mr. S. N. Inamdar

**Sub : Appointment as an Independent Director of Sudarshan Chemical Industries Limited
(the 'Company')**

On behalf of the Company, I am pleased to inform you that the Board of Directors ('the Board') of the Company has approved your appointment as an independent director of the Company ('Independent Director') with effect from 9th August, 2014. This letter sets out the terms and conditions of your appointment.

1. Appointment

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(2) Nomination and Remuneration Committee

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- (3) **Finance Committee:** The scope of the Committee is to approve raising of short term finance within the overall limits set up by the Board.

- (4) **Issue of Share Certificates / Duplicate shares Certificates Committee:** The scope of the committee is to approve issue of Duplicate share certificates arising out of split / consolidation and loss of share certificates. Meetings are held at convenient intervals to ensure issue and dispatch of share certificates within the stipulated deadline prescribed by the stock exchanges.

- (5) **Adhoc Committee** – The scope of this Committee is to recommend to the Board regarding the development of the Sangam Land situated at 162, Wellesley Road, Pune 411 001 and other incidental matters thereto.

3. Time Commitment

- 3.1 As an Independent Director, you are expected to bring objectivity and independence of view to the Board's discussions and to help provide the Board with effective leadership in relation to the Company's strategy, performance, and risk management as well as ensuring high standards of financial probity and corporate governance. The Board meets at least four times in a year. The Audit Committee also meets at least four times in a year. Besides, there are other committee meetings like Nomination and Remuneration Committee, Stakeholders' Relationship Committee and Corporate Social Responsibility Committee meetings which are ordinarily convened as and when required. You will be expected to attend Board meetings, meetings of the Board Committees to which you may be appointed and general meetings and to devote such time to your duties, as appropriate for you to discharge your duties effectively.
- 3.2 By accepting this appointment, you confirm that you are able to devote sufficient time and attention as is prudent and necessary for meeting the expectations of your role, duties and responsibilities as an Independent Director to the satisfaction of the Board.

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- (2) act in good faith in order to promote the objects of the Company for the benefit of its shareholders as a whole, and in the best interests of the Company;
- (3) help in bringing an independent judgment to bear on the Board's deliberations especially on issues of strategy, performance, risk management, resources, key appointments and standards of conduct;
- (4) bring an objective view in the evaluation of the performance of Board and management;
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Your appointment may also be terminated in accordance with the provisions of the Articles of Association of the Company from time to time in force.

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This letter of appointment and any non-contractual obligations arising out of or in connection with the same are governed by, and shall be construed in accordance with, the laws of India, and the parties agree to submit to the exclusive jurisdiction of the courts of Pune / Mumbai.

Please confirm your agreement to the above-mentioned terms by signing and returning to us an enclosed copy of this letter.

Thank you.

Yours sincerely,

For Sudarshan Chemical Industries Limited

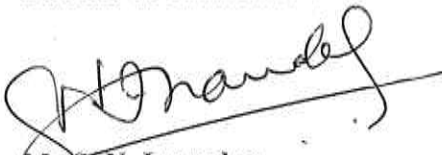


K.L.RATHI

Chairman

For and on behalf of Sudarshan Chemical Industries Limited

I have read and agree to abide by the above terms regarding my appointment as an Independent Director of Sudarshan Chemical Industries Limited.



Mr. S. N. Inamdar
Independent Director

DIN – 00025180

Date : 30th May, 2014

LETTER OF APPOINTMENT FOR INDEPENDENT DIRECTOR

23rd May, 2014

Mr.S. Padmanabhan
30, Vishrambagh Society
Senapati Bapat Road,
Pune 411016

Dear Mr. S. Padmanabhan

**Sub : Appointment as an Independent Director of Sudarshan Chemical Industries Limited
(the 'Company')**

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The Company has Directors' and Officers' liability insurance and it is intended that the Company will assume and maintain such cover during the full term of your appointment as Independent Director of the Company.

12. Independent Professional Advice

There may be occasions when you consider that you need professional advice in furtherance of your duties as a director and it will be appropriate for you to consult independent advisers at the Company's expense. The Company will reimburse the full cost of expenditure incurred in accordance with the Company's policy.

13. Disclosure of interest

Any material interest acquired by you in a contract or arrangement entered into with the Company shall be disclosed at the meeting of the Board in which such contract or arrangement is discussed in order that the minutes and the Annual Accounts record an appropriate mention of such disclosure of interest. A general notice that you are interested in any contracts with a particular person, firm or company is acceptable.

14. Code of Conduct

The codes of conduct of the Company which necessitate compliance by you are :

- (1) Code of Conduct for Board and Senior Management;
- (2) Code of Conduct and Ethics of the Company;
- (3) Code of Internal Procedures and Conduct for prevention of Insider Trading in securities of the Company;

and such other requirements as the Board may, from time to time, specify.

15. Termination

You may resign from your position at any time before the end of your term of office by giving a notice in writing to the Board.

Continuation of your appointment is contingent on your getting re-elected by the shareholders in accordance with provisions of Act 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 or otherwise as a director.

Your appointment may also be terminated in accordance with the provisions of the Articles of Association of the Company from time to time in force.

16. Governing Law

This letter of appointment and any non-contractual obligations arising out of or in connection with the same are governed by, and shall be construed in accordance with, the laws of India, and the parties agree to submit to the exclusive jurisdiction of the courts of Pune / Mumbai.

Please confirm your agreement to the above-mentioned terms by signing and returning to us an enclosed copy of this letter.

Thank you.

Yours sincerely,
For Sudarshan Chemical Industries Limited


K.L.RATHI
Chairman

For and on behalf of Sudarshan Chemical Industries Limited

I have read and agree to abide by the above terms regarding my appointment as an Independent Director of Sudarshan Chemical Industries Limited.


Mr.S.Padmanabhan
Independent Director

DIN – 00001207

Date :



LETTER OF APPOINTMENT FOR INDEPENDENT DIRECTOR

23rd May, 2014

Mr.S. K. Asher
32, Modi Street,
Fort, Mumbai 400001

Dear Mr. S. K. Asher

Sub : Appointment as an Independent Director of Sudarshan Chemical Industries Limited (the 'Company')

On behalf of the Company, I am pleased to inform you that the Board of Directors ('the Board') of the Company has approved your appointment as an independent director of the Company ('Independent Director') with effect from 9th August, 2014. This letter sets out the terms and conditions of your appointment.

1. Appointment

- 1.1 In accordance with the provisions of the Companies Act, 2013 ('Act'), the Companies (Appointment and Qualification of Directors) Rules, 2014 and Clause 49 of the Listing Agreement as amended by the Securities and Exchange Board of India *vide* its circular dated April 17, 2014 ('Amended Clause 49'), you are appointed as an Independent Director on the Board of the Company to hold office from **9th August, 2014 to 8th August, 2019**. You will not be an employee of the Company and this letter shall not constitute a contract of employment.
- 1.2 The term of your appointment as proposed by the Board of the Company shall be subject to approval by the shareholders of the Company at its general meeting in terms of the provisions contained in the Act and the Amended Clause 49. Your appointment is also subject to the maximum permissible directorships that a director can hold as per the provisions of the Act and the Amended Clause 49.
- 1.3 In compliance with the provisions of sub-section (13) of section 149 of the Act, your directorship is not subject to retirement by rotation.
- 1.4 Notwithstanding other provisions of this letter, the Company reserves the right to terminate your appointment as an Independent Director prior to completion of the said term in accordance with the provisions of the Articles of Association of the Company or on failure to meet the parameters of independence as defined in sub-section (6) of section 149 or on the occurrence of any event as defined in Section 167 of the Act.
- 1.5 Upon termination of your appointment or upon your resignation for any reason, duly intimated to the Company, you will not be entitled to any compensation for loss of office.



Sudarshan Chemical Industries Limited
Global Head Office :
162 Wellesley Road, Pune - 411 001, India
Tel: +91 20 260 58 888 Fax: +91 20 260 58 222
Email : contact@sudarshan.com

2. Committees of the Board

During the term of your appointment, you may be required to serve on one or more existing Committees of the Board of your Company. You shall be expected to act in accordance with the terms of reference of the Committee constituted pursuant to the provisions of the Act and the Amended Clause 49.

You have been nominated to serve on the Board of the following committees :

(1) Audit Committee

The Audit Committee has the full power and authority to monitor and provide effective supervision of the financial reporting processes of the Company and personnel associated with such processes with a view to ensuring accurate, timely and proper disclosures and transparency, integrity and quality of financial reporting and effectiveness of the audit process.

(2) Adhoc Committee – The scope of this Committee is to recommend to the Board regarding the development of the Sangam Land situated at 162, Wellesley Road, Pune 411 001 and other incidental matters thereto.

3. Time Commitment

3.1 As an Independent Director, you are expected to bring objectivity and independence of view to the Board's discussions and to help provide the Board with effective leadership in relation to the Company's strategy, performance, and risk management as well as ensuring high standards of financial probity and corporate governance. The Board meets at least four times in a year. The Audit Committee also meets at least four times in a year. Besides, there are other committee meetings like Nomination and Remuneration Committee, Stakeholders' Relationship Committee and Corporate Social Responsibility Committee meetings which are ordinarily convened as and when required. You will be expected to attend Board meetings, meetings of the Board Committees to which you may be appointed and general meetings and to devote such time to your duties, as appropriate for you to discharge your duties effectively.

3.2 By accepting this appointment, you confirm that you are able to devote sufficient time and attention as is prudent and necessary for meeting the expectations of your role, duties and responsibilities as an Independent Director to the satisfaction of the Board.

4. Role and Duties

Your role and duties will be those normally required of an Independent Director under Schedule IV of the Act and the Amended Clause 49. The fiduciary duties incidental to your appointment as an Independent Director of the Company are to :



- (1) act in accordance with the Articles of Association of the Company;
- (2) act in good faith in order to promote the objects of the Company for the benefit of its shareholders as a whole, and in the best interests of the Company;
- (3) help in bringing an independent judgment to bear on the Board's deliberations especially on issues of strategy, performance, risk management, resources, key appointments and standards of conduct;
- (4) bring an objective view in the evaluation of the performance of Board and management;
- (5) scrutinize the performance of management in meeting agreed goals and objectives and monitor the reporting of performance;
- (6) satisfy yourself on the integrity of financial information and that financial controls and the systems of risk management are robust and defensible;
- (7) safeguard the interests of all stakeholders, particularly the minority shareholders;
- (8) balance the conflicting interest of the stakeholders;
- (9) determine appropriate levels of remuneration of executive directors, key managerial personnel and senior management and have a prime role in appointing and where necessary recommend removal of executive directors, key managerial personnel and senior management;
- (10) moderate and arbitrate in the interest of the Company as a whole, in situations of conflict between management and shareholder's interest;
- (11) accurately report on the performance and financial position of the Company; and
- (12) ensure compliance with the applicable legislation and regulations under review and the conformity of the practices of the Company to accepted norms.

The duties enlisted hereinabove shall be discharged with due and reasonable care, skill and diligence.

5. Limitation on discharge of duties

The discharge of your duties as an Independent Director shall not extend to :

- (1) involving yourself in situations involving a conflict of interest, whether direct or indirect, vis-à-vis the Company as defined in clause 6 of this letter;
- (2) achieving or attempting to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates; and
- (3) assigning your office as a director and any assignments so made shall be void.

6. Conflict of interest

- 6.1 It is accepted and acknowledged that you may have business interests other than those of the Company. As a condition to your impending appointment, 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.
- 6.2 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, this should be disclosed to both the Chairman and the Secretary.

7. Compensation Structure

- 7.1 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. Further, you will also be paid remuneration by way of commission as may be approved by the Board and the shareholders from time to time.
- 7.2 The sitting fees presently paid to the non-executive Independent Director is INR 20,000/- per meeting of the Board or a Committee thereof.
- 7.3 You shall not be entitled to participate in any employee stock option scheme operated by the Company or any group company and shall not be entitled to avail of any bonus during your term of appointment.

8. Reimbursement of Expenses

The Company will reimburse you for the following items of expenditure incurred by you as incidental to the performance of your duties, namely :

- (1) Travel expenses;
- (2) Hotel accommodation expenses; and
- (3) Out-of-pocket expenses.

9. Confidentiality

- 9.1 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 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 materials made available to you by the Company.
- 9.2 Your attention is also drawn to the requirements under the applicable regulations and the Company's Insider Trading Code which concern the disclosure of price sensitive information and dealing in the securities of the Company. Consequently, you should avoid making any statements or performing any transactions that might result in a breach of these requirements without prior clearance from the Chairman or the Secretary.

10. Induction

You may be invited to attend ongoing training and familiarization sessions, including briefings from management and site visits of the Company. Please avail yourself of these opportunities as fully as is appropriate to your personal circumstances.

11. Evaluation

The Board will carry out an evaluation of your performance. The Company is in the process of adopting a policy on Board Evaluation. The policy will provide 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 shall be subject to the outcome of the yearly evaluation process.

12. Insurance

The Company has Directors' and Officers' liability insurance and it is intended that the Company will assume and maintain such cover during the full term of your appointment as Independent Director of the Company.

13. Independent Professional Advice

There may be occasions when you consider that you need professional advice in furtherance of your duties as a director and it will be appropriate for you to consult independent advisers at the Company's expense. The Company will reimburse the full cost of expenditure incurred in accordance with the Company's policy.

14. Disclosure of interest

Any material interest acquired by you in a contract or arrangement entered into with the Company shall be disclosed at the meeting of the Board in which such contract or arrangement is discussed in order that the minutes and the Annual Accounts record an appropriate mention of such disclosure of interest. A general notice that you are interested in any contracts with a particular person, firm or company is acceptable.

15. Code of Conduct

The codes of conduct of the Company which necessitate compliance by you are :

- (1) Code of Conduct for Board and Senior Management;
- (2) Code of Conduct and Ethics of the Company;
- (3) Code of Internal Procedures and Conduct for prevention of Insider Trading in securities of the Company;

and such other requirements as the Board may, from time to time, specify.

16. Termination

You may resign from your position at any time before the end of your term of office by giving a notice in writing to the Board.

Continuation of your appointment is contingent on your getting re-elected by the shareholders in accordance with provisions of Act 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 or otherwise as a director.

Your appointment may also be terminated in accordance with the provisions of the Articles of Association of the Company from time to time in force.

17. Governing Law

This letter of appointment and any non-contractual obligations arising out of or in connection with the same are governed by, and shall be construed in accordance with, the laws of India, and the parties agree to submit to the exclusive jurisdiction of the courts of Pune / Mumbai.

Please confirm your agreement to the above-mentioned terms by signing and returning to us an enclosed copy of this letter.

Thank you.

Yours sincerely,

For Sudarshan Chemical Industries Limited



K.L.RATHI
Chairman

For and on behalf of Sudarshan Chemical Industries Limited

I have read and agree to abide by the above terms regarding my appointment as an Independent Director of Sudarshan Chemical Industries Limited.



Mr.S. K. Asher
Independent Director

DIN – 00008221

Date :

27th May, 2014

LETTER OF APPOINTMENT FOR INDEPENDENT DIRECTOR

23rd May, 2014

Mrs. Rati F. Forbes
30, Koregaon Park,
Pune- 411001

Dear Mrs. Rati F. Forbes

**Sub : Appointment as an Independent Director of Sudarshan Chemical Industries Limited
(the 'Company')**

On behalf of the Company, I am pleased to inform you that the Board of Directors ('the Board') of the Company has approved your appointment as an independent director of the Company ('Independent Director') with effect from 9th August, 2014. This letter sets out the terms and conditions of your appointment.

1. Appointment

- 1.1 In accordance with the provisions of the Companies Act, 2013 ('Act'), the Companies (Appointment and Qualification of Directors) Rules, 2014 and Clause 49 of the Listing Agreement as amended by the Securities and Exchange Board of India *vide* its circular dated April 17, 2014 ('Amended Clause 49'), you are appointed as an Independent Director on the Board of the Company to hold office from **9th August, 2014 to 8th August, 2019**. You will not be an employee of the Company and this letter shall not constitute a contract of employment.
- 1.2 The term of your appointment as proposed by the Board of the Company shall be subject to approval by the shareholders of the Company at its general meeting in terms of the provisions contained in the Act and the Amended Clause 49. Your appointment is also subject to the maximum permissible directorships that a director can hold as per the provisions of the Act and the Amended Clause 49.
- 1.3 In compliance with the provisions of sub-section (13) of section 149 of the Act, your directorship is not subject to retirement by rotation.
- 1.4 Notwithstanding other provisions of this letter, the Company reserves the right to terminate your appointment as an Independent Director prior to completion of the said term in accordance with the provisions of the Articles of Association of the Company or on failure to meet the parameters of independence as defined in sub-section (6) of section 149 or on the occurrence of any event as defined in Section 167 of the Act.
- 1.5 Upon termination of your appointment or upon your resignation for any reason, duly intimated to the Company, you will not be entitled to any compensation for loss of office.

Sudarshan Chemical Industries Limited

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2. Committees of the Board

During the term of your appointment, you may be required to serve on one or more existing Committees of the Board of your Company. You shall be expected to act in accordance with the terms of reference of the Committee constituted pursuant to the provisions of the Act and the Amended Clause 49.

You have been nominated to serve on the Board of the following committee :

(1) Corporate Social Responsibility Committee ('CSR Committee')

The CSR Committee oversees the corporate social responsibility initiatives undertaken by the Company and formulates and recommends to the Board a policy relating to the corporate social responsibility activities to be undertaken by the Company and the amount of expenditure to be incurred on such activities.

3. Time Commitment

- 3.1 As an Independent Director, you are expected to bring objectivity and independence of view to the Board's discussions and to help provide the Board with effective leadership in relation to the Company's strategy, performance, and risk management as well as ensuring high standards of financial probity and corporate governance. The Board meets at least four times in a year. The Audit Committee also meets at least four times in a year. Besides, there are other committee meetings like Nomination and Remuneration Committee, Stakeholders' Relationship Committee and Corporate Social Responsibility Committee meetings which are ordinarily convened as and when required. You will be expected to attend Board meetings, meetings of the Board Committees to which you may be appointed and general meetings and to devote such time to your duties, as appropriate for you to discharge your duties effectively.
- 3.2 By accepting this appointment, you confirm that you are able to devote sufficient time and attention as is prudent and necessary for meeting the expectations of your role, duties and responsibilities as an Independent Director to the satisfaction of the Board.

4. Role and Duties

Your role and duties will be those normally required of an Independent Director under Schedule IV of the Act and the Amended Clause 49. The fiduciary duties incidental to your appointment as an Independent Director of the Company are to :

- (1) act in accordance with the Articles of Association of the Company;
- (2) act in good faith in order to promote the objects of the Company for the benefit of its shareholders as a whole, and in the best interests of the Company;

- (3) help in bringing an independent judgment to bear on the Board's deliberations especially on issues of strategy, performance, risk management, resources, key appointments and standards of conduct;
- (4) bring an objective view in the evaluation of the performance of Board and management;
- (5) scrutinize the performance of management in meeting agreed goals and objectives and monitor the reporting of performance;
- (6) satisfy yourself on the integrity of financial information and that financial controls and the systems of risk management are robust and defensible;
- (7) safeguard the interests of all stakeholders, particularly the minority shareholders;
- (8) balance the conflicting interest of the stakeholders;
- (9) determine appropriate levels of remuneration of executive directors, key managerial personnel and senior management and have a prime role in appointing and where necessary recommend removal of executive directors, key managerial personnel and senior management;
- (10) moderate and arbitrate in the interest of the Company as a whole, in situations of conflict between management and shareholder's interest;
- (11) accurately report on the performance and financial position of the Company; and
- (12) ensure compliance with the applicable legislation and regulations under review and the conformity of the practices of the Company to accepted norms.

The duties enlisted hereinabove shall be discharged with due and reasonable care, skill and diligence.

5. Limitation on discharge of duties

The discharge of your duties as an Independent Director shall not extend to :

- (1) involving yourself in situations involving a conflict of interest, whether direct or indirect, vis-à-vis the Company as defined in clause 6 of this letter;
- (2) achieving or attempting to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates; and
- (3) assigning your office as a director and any assignments so made shall be void.

6. Conflict of interest

- 6.1 It is accepted and acknowledged that you may have business interests other than those of the Company. As a condition to your impending appointment, 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.
- 6.2 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, this should be disclosed to both the Chairman and the Secretary.

7. Compensation Structure

- 7.1 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. Further, you will also be paid remuneration by way of commission as may be approved by the Board and the shareholders from time to time.
- 7.2 The sitting fees presently paid to the non-executive Independent Director is INR 20,000/- per meeting of the Board or a Committee thereof.
- 7.3 You shall not be entitled to participate in any employee stock option scheme operated by the Company or any group company and shall not be entitled to avail of any bonus during your term of appointment.

8. Reimbursement of Expenses

The Company will reimburse you for the following items of expenditure incurred by you as incidental to the performance of your duties, namely :

- (1) Travel expenses;
- (2) Hotel accommodation expenses; and
- (3) Out-of-pocket expenses.

9. Confidentiality

- 9.1 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 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 materials made available to you by the Company.
- 9.2 Your attention is also drawn to the requirements under the applicable regulations and the Company's Insider Trading Code which concern the disclosure of price sensitive information and dealing in the securities of the Company. Consequently, you should avoid making any statements or performing any transactions that might result in a breach of these requirements without prior clearance from the Chairman or the Secretary.

10. Induction

You may be invited to attend ongoing training and familiarization sessions, including briefings from management and site visits of the Company. Please avail yourself of these opportunities as fully as is appropriate to your personal circumstances.

11. Evaluation

The Board will carry out an evaluation of your performance. The Company is in the process of adopting a policy on Board Evaluation. The policy will provide 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 shall be subject to the outcome of the yearly evaluation process.

12. Insurance

The Company has Directors' and Officers' liability insurance and it is intended that the Company will assume and maintain such cover during the full term of your appointment as Independent Director of the Company.

13. Independent Professional Advice

There may be occasions when you consider that you need professional advice in furtherance of your duties as a director and it will be appropriate for you to consult independent advisers at the Company's expense. The Company will reimburse the full cost of expenditure incurred in accordance with the Company's policy.

14. Disclosure of interest

Any material interest acquired by you in a contract or arrangement entered into with the Company shall be disclosed at the meeting of the Board in which such contract or arrangement is discussed in order that the minutes and the Annual Accounts record an appropriate mention of such disclosure of interest. A general notice that you are interested in any contracts with a particular person, firm or company is acceptable.

15. Code of Conduct

The codes of conduct of the Company which necessitate compliance by you are :

- (1) Code of Conduct for Board and Senior Management;
 - (2) Code of Conduct and Ethics of the Company;
 - (3) Code of Internal Procedures and Conduct for prevention of Insider Trading in securities of the Company;
- and such other requirements as the Board may, from time to time, specify.

16. Termination

You may resign from your position at any time before the end of your term of office by giving a notice in writing to the Board.

Continuation of your appointment is contingent on your getting re-elected by the shareholders in accordance with provisions of Act 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 or otherwise as a director.

Your appointment may also be terminated in accordance with the provisions of the Articles of Association of the Company from time to time in force.

17. Governing Law

This letter of appointment and any non-contractual obligations arising out of or in connection with the same are governed by, and shall be construed in accordance with, the laws of India, and the parties agree to submit to the exclusive jurisdiction of the courts of Pune / Mumbai.

Please confirm your agreement to the above-mentioned terms by signing and returning to us an enclosed copy of this letter.

Thank you.

Yours sincerely,

For Sudarshan Chemical Industries Limited

K.L. Rathi

K.L.RATHI

Chairman

For and on behalf of Sudarshan Chemical Industries Limited

I have read and agree to abide by the above terms regarding my appointment as an Independent Director of Sudarshan Chemical Industries Limited.

Rati F Forbes

Mrs.Rati F. Forbes

Independent Director

DIN – 00137326

Date : *24th May, 2014*

LETTER OF APPOINTMENT FOR INDEPENDENT DIRECTOR

6th June, 2015

Mrs. Shubhalakshmi Panse,
B3, Roseland Residency,
Pimple Saudagar,
Pune- 411 027

Mrs. Shubhalakshmi Panse,

Sub : Appointment as an Independent Director of Sudarshan Chemical Industries Limited (the 'Company')

On behalf of the Company, I am pleased to inform you that the Board of Directors ('the Board') of the Company has approved your appointment as an independent director of the Company ('Independent Director') with effect from 27th May, 2015. This letter sets out the terms and conditions of your appointment.

1. Appointment

- 1.1 In accordance with the provisions of the Companies Act, 2013 ('Act'), the Companies (Appointment and Qualification of Directors) Rules, 2014 and Clause 49 of the Listing Agreement as amended by the Securities and Exchange Board of India *vide* its circular dated April 17, 2014 ('Amended Clause 49'), you are appointed as an Independent Director on the Board of the Company to hold office for a period of five years from the ensuing Annual General Meeting. You will not be an employee of the Company and this letter shall not constitute a contract of employment.
- 1.2 The term of your appointment as proposed by the Board of the Company shall be subject to approval by the shareholders of the Company at its general meeting in terms of the provisions contained in the Act and the Amended Clause 49. Your appointment is also subject to the maximum permissible directorships that a director can hold as per the provisions of the Act and the Amended Clause 49.
- 1.3 In compliance with the provisions of sub-section (13) of section 149 of the Act, your directorship is not subject to retirement by rotation.
- 1.4 Notwithstanding other provisions of this letter, the Company reserves the right to terminate your appointment as an Independent Director prior to completion of the said term in accordance with the provisions of the Articles of Association of the Company or on failure to meet the parameters of independence as defined in sub-section (6) of section 149 or on the occurrence of any event as defined in section 167 of the Act.
- 1.5 Upon termination of your appointment or upon your resignation for any reason, duly intimated to the Company, you will not be entitled to any compensation for loss of office.

Sudarshan Chemical Industries Limited¹

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2. Committees of the Board

During the term of your appointment, you may be required to serve on one or more existing Committees of the Board of your Company. You shall be expected to act in accordance with the terms of reference of the Committee constituted pursuant to the provisions of the Act and the Amended Clause 49.

At present, the Board of the Company has eight committees, namely:

(1) Audit Committee

The Audit Committee has the full power and authority to monitor and provide effective supervision of the financial reporting processes of the Company and personnel associated with such processes with a view to ensuring accurate, timely and proper disclosures and transparency, integrity and quality of financial reporting and effectiveness of the audit process.

(2) Nomination and Remuneration Committee

The Nomination and Remuneration Committee is entrusted with the duty of formulating the criteria for determining the qualifications, positive attributes and independence of a director and recommending to the Board a policy relating to the remuneration of the directors, key managerial personnel and other employees; formulating or laying down the criteria for performance evaluation of the independent directors and the Board; devising a policy on Board diversity; identifying persons forming part of the senior management of the Company, and recommending to the Board the appointment and removal of directors and senior management personnel.

(3) Finance Committee

The scope of the committee is to approve raising of short term finance within the overall limits set up by the Board.

(4) Stakeholders' Relationship Committee

The mandate of the Stakeholders Relationship Committee is to consider and resolve the grievances of the security holders of the Company including complaints related to transfer of shares, non-receipt of balance sheet, non-receipt of declared dividends.

(5) Risk Management Committee

The scope of Risk Management Committee is to assist the Board with the identification and management of risks to which company is exposed, devising risk assessment and mitigation procedures to tackle such risks, monitoring and reviewing the risk management policy, suggest the Board such measures so as to protect shareholder value, improving governance processes and meeting unforeseen exigencies in the cycle of conduct of business operations of the Company.

(6) Issue of Share Certificates/Duplicate share certificates Committee

The scope of the Committee is to approve issue of Duplicate share certificates arising out of split/consolidation and loss of share certificates. Meetings are held at convenient intervals to ensure issue and dispatch of share certificates within the stipulated deadline prescribed by the stock exchanges.



(7) **Adhoc Committee**

The scope of this Committee is to recommend to the Board regarding development of the Sangam Land situated at 162, Wellesley Road, Pune- 411 001 and other incidental matters thereto.

(8) **Corporate Social Responsibility Committee ('CSR Committee')**

The scope of the CSR Committee is to institute a transparent monitoring mechanism for implementation of the CS projects or programs or activities undertaken by the company. The CSR Committee oversees the corporate social responsibility initiatives undertaken by the Company and formulates and recommends to the Board a policy relating to the corporate social responsibility activities to be undertaken by the Company and the amount of expenditure to be incurred on such activities.

3. Time Commitment

- 3.1 As an Independent Director, you are expected to bring objectivity and independence of view to the Board's discussions and to help provide the Board with effective leadership in relation to the Company's strategy, performance, and risk management as well as ensuring high standards of financial probity and corporate governance. The Board meets at least four times in a year. The Audit Committee also meets at least four times in a year. Besides, there are other committee meetings like Nomination and Remuneration Committee, Stakeholders' Relationship Committee, Risk Management Committee and Corporate Social Responsibility Committee meetings which are convened as and when required. You will be expected to attend Board meetings, meetings of the Board Committees to which you may be appointed and general meetings and to devote such time to your duties, as appropriate for you to discharge your duties effectively. Ordinarily, all meetings except annual general meetings are held at the Registered Office of the Company.
- 3.2 By accepting this appointment, you confirm that you are able to devote sufficient time and attention as is prudent and necessary for meeting the expectations of your role, duties and responsibilities as an Independent Director to the satisfaction of the Board.

4. Role and Duties

Your role and duties will be those normally required of an Independent Director under Schedule IV of the Act and the Amended Clause 49. The fiduciary duties incidental to your appointment as an Independent Director of the Company are to:

- (1) act in accordance with the Articles of Association of the Company;
 - (2) act in good faith in order to promote the objects of the Company for the benefit of its shareholders as a whole, and in the best interests of the Company;
 - (3) help in bringing an independent judgment to bear on the Board's deliberations especially on issues of strategy, performance, risk management, resources, key appointments and standards of conduct;
 - (4) bring an objective view in the evaluation of the performance of Board and management;
 - (5) scrutinise the performance of management in meeting agreed goals and objectives and monitor the reporting of performance;
 - (6) satisfy yourself on the integrity of financial information and that financial controls and the systems of risk management are robust and defensible;
 - (7) safeguard the interests of all stakeholders, particularly the minority shareholders;
 - (8) balance the conflicting interest of the stakeholders;
- 

- (9) determine appropriate levels of remuneration of executive directors, key managerial personnel and senior management and have a prime role in appointing and where necessary recommend removal of executive directors, key managerial personnel and senior management;
- (10) moderate and arbitrate in the interest of the Company as a whole, in situations of conflict between management and shareholder's interest;
- (11) accurately report on the performance and financial position of the Company; and
- (12) ensure compliance with the applicable legislation and regulations under review and the conformity of the practices of the Company to accepted norms.

The duties enlisted hereinabove shall be discharged with due and reasonable care, skill and diligence.

5. Limitation on discharge of duties

The discharge of your duties as an Independent Director shall not extend to :

- (1) involving yourself in situations involving a conflict of interest, whether direct or indirect, vis-à-vis the Company as defined in clause 6 of this letter;
- (2) achieving or attempting to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates; and
- (3) assigning your office as a director and any assignments so made shall be void.

6. Conflict of Interest

- 6.1 It is accepted and acknowledged that you may have business interests other than those of the Company. As a condition to your impending appointment, 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.
- 6.2 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 judgment that you are independent, this should be disclosed to both the Chairman and the Secretary.

7. Compensation Structure

- 7.1 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. Further, you will also be paid remuneration by way of commission as may be approved by the Board and the shareholders from time to time.
- 7.2 The sitting fees presently paid to the non-executive Independent Director is INR 20,000/- per meeting of the Board or a Committee thereof.
- 7.3 You shall not be entitled to participate in any employee stock option scheme operated by the Company or any group company and shall not be entitled to avail of any bonus during your term of appointment.

8. Reimbursement of Expenses

The Company will reimburse you for the following items of expenditure incurred by you as incidental to the performance of your duties, namely :



- (1) Travel expenses;
- (2) Hotel accommodation expenses; and
- (3) Out-of-pocket expenses.

9. Confidentiality

- 9.1 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 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 materials made available to you by the Company.
- 9.2 Your attention is also drawn to the requirements under the applicable regulations and the Company's Insider Trading Code which concern the disclosure of price sensitive information and dealing in the securities of the Company. Consequently, you should avoid making any statements or performing any transactions that might result in a breach of these requirements without prior clearance from the Chairman or the Secretary.

10. Induction

You may be invited to attend ongoing training and familiarization sessions, including briefings from management and site visits of the Company. Please avail yourself of these opportunities as fully as is appropriate to your personal circumstances.

11. Evaluation

The Board will carry out an evaluation of your performance. 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 shall be subject to the outcome of the yearly evaluation process.

12. Insurance

The Company has Directors' and Officers' liability insurance and it is intended that the Company will assume and maintain such cover during the full term of your appointment as Independent Director of the Company.

13. Independent Professional Advice

There may be occasions when you consider that you need professional advice in furtherance of your duties as a director and it will be appropriate for you to consult independent advisers at the Company's expense. The Company will reimburse the full cost of expenditure incurred in accordance with the Company's policy.

14. Disclosure of interest

Any material interest acquired by you in a contract or arrangement entered into with the Company shall be disclosed at the meeting of the Board in which such contract or arrangement is discussed in order that the minutes and the Annual Accounts record an appropriate mention of such disclosure of interest. A general notice that you are interested in any contracts with a particular person, firm or company is acceptable.



15. Code of Conduct

The codes of conduct of the Company which necessitate compliance by you are :

- (1) Code of Conduct for Board and Senior Management;
- (2) Code of Conduct for prevention of Insider Trading in securities of the Company;

and such other requirements as the Board may, from time to time, specify.

16. Termination

You may resign from your position at any time before the end of your term of office by giving a notice in writing to the Board.

Continuation of your appointment is contingent on your getting re-elected by the shareholders in accordance with provisions of Act 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 or otherwise as a director.

Your appointment may also be terminated in accordance with the provisions of the Articles of Association of the Company from time to time in force.

17. Governing Law

This letter of appointment and any non-contractual obligations arising out of or in connection with the same are governed by, and shall be construed in accordance with, the laws of India, and the parties agree to submit to the exclusive jurisdiction of the courts of Pune.

Please confirm your agreement to the above-mentioned terms by signing and returning to us an enclosed copy of this letter.

Yours sincerely,

K.L.Rathi
Chairman
For and on behalf of Sudarshan Chemical Industries Limited

I have read and agree to abide by the above terms regarding my appointment as an Independent Director of Sudarshan Chemical Industries Limited.

Mrs. Shubhalakshmi Panse
Independent Director
(DIN :02599310)

Date : 1.7.2015