

6th August 2015

To

Ms. Arti Kant114B, NCPA Apartments (Near Oberoi Hotel)
Nariman Point
Mumbai- 400021**Sub: Appointment as an Independent Director of Schrader Duncan Limited (the "Company").**

We thank You for your confirmation to Schrader Duncan Limited (the "Company") that you meet the "Independence" criteria as envisaged in Section 149(6) of the Companies Act, 2013 ("2013 Act) [and clause 49 of the Listing Agreement as amended vide circular issued by Securities and Exchange Board of India ref no. CIR/CFD/POLICY CELL/2/2014 dated April 17, 2014 and effective from October 1, 2014] and also for your consenting to hold office as a Director of the Company.

Pursuant to your confirmation, we are pleased to confirm that upon the recommendation of the Nominations Committee, the Board and the Shareholders have approved your appointment as an Independent Director on the Board of the Company.

This letter sets out the terms of your appointment as an Independent Director. Your relationship with the Company will be that of an office-holder and not one of contract for employment in the Company.

The terms of your appointment, as set out in this letter, are subject to the extant provisions of the: (i) applicable laws, including Companies Act, 2013 and clause 49 of the Listing Agreement (as amended from time to time) and (ii) Articles of Association of the Company ("AOA").

The letter sets out the main terms of appointment:

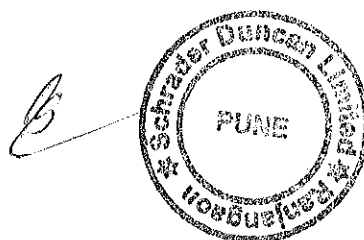
1. Appointment:

1.1 Your appointment is for a term of five years commencing on 6th August, 2015 and till the conclusion of 59th Annual General Meeting of the Company;

1.2 Your appointment is subject to the Articles of Association of the Company. Nothing in this letter shall be taken to exclude or vary the terms of the Articles of Association of the Company as they apply to you as a Director of the Company;

Any term of renewal will be subject to Board review and your re-election by the shareholders at the Annual General Meeting.

You may be requested to serve on committees of the Board of Schrader Duncan Limited for which you will be provided forms of reference on your appointment to such committee.



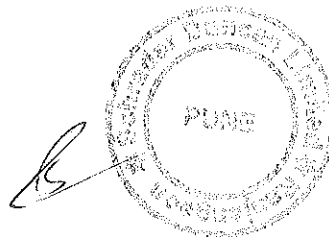
2. Duties:

You will be expected to perform your duties whether statutory or fiduciary with efficiently and diligently to a standard commensurate with both functions of your role and knowledge and skills. The broad outline of which is –

- 2.1 Undertake appropriate induction and regularly update and refresh your skills, knowledge and familiarity with the Company;
- 2.2. You shall seek appropriate clarification or amplification of information and if necessary take and follow appropriate professional advice and opinion outside experts at the expense of the company;
- 2.3 You shall strive to attend all Board Meetings and committee meetings of which you are member and participate constructively and actively;
- 2.4 You shall strive to attend the general meetings of the concern;
- 2.5 You shall pay sufficient attention and ensure that adequate and functional vigil mechanism and ensure that the interest of the person who uses such mechanism is not prejudicially affected on account of such use;
- 2.6 You should keep yourself well informed about the company and the external environment in which it operates;
- 2.7 You shall ensure and ascertain that the company has adequate and functional vigil mechanism and to ensure that the interest of a person who uses such mechanism is not prejudicially affected on account of such use;
- 2.8 You should report concerns about unethical behavior, actual or suspected fraud or violation of the Company's code of conduct or ethics policy;
- 2.9 You should not disclose confidential information including commercial secrets, technologies, Advertising and sales promotion plans, unpublished price sensitive information , unless the Board has expressly approved such disclosures;
- 2.10 Your role as Independent director will be to constructively challenge and help develop corporate proposals on strategy.

3. Remuneration:

- 3.1 Sitting fees.
- 3.2 Re- imbursement of expenses.



4. Confidentiality:

4.1. 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, to third parties without prior clearance from the Board of Directors.

4.2 This restriction shall cease to apply to any confidential information which may (otherwise by reason of your breach) become available to public generally.

4.3 You acknowledge the need to hold and retain the information of the company under appropriate secure condition.

5. Price sensitive information and dealing in Company's shares:

5.1 You shall adhere to the SEBI Insider Trading Regulations 2013 and the model guidelines for disclosure of information as attached to this letter;

5.2 You shall also adhere to the code of conduct of the Company;

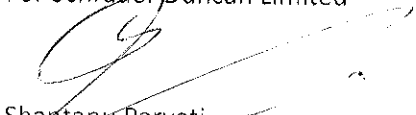
Changes of personal details: You shall advise the Company Secretary promptly of any change in address or other personal contact details.

6. Review and Re-appointment:

6.1 Your re appointment would be on the basis of the report of performance evaluation made by the Board of Directors of the Company.

If you are willing to accept these terms of appointment, please confirm your acceptance by signing and returning to me the enclosed copy of this letter.

Yours Sincerely,
For Schrader Duncan Limited


Shantanu Parvati
Whole Time Director



I confirm and agree to the terms of my appointment as "Independent Director" of Schrader Duncan Limited as set out in this letter.

Annexure I- Corporate Governance

Annexure II- Guidelines for Insider Trading

Annexure III- Refer Schedule IV of the Companies Act, 2013 for Code of Conduct of Independent Directors

Schrader Duncan Limited

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