

PRIVATE AND CONFIDENTIAL

To,

Independent Directors

Date: 9th August, 2014

Appointment as an Independent Director of Sharda Cropchem Limited

On behalf of Sharda Cropchem Limited ("Company"), I have pleasure in confirming your appointment on the Board of the Company as an Independent Director on the following terms:

1. Term of Appointment:

The appointment is for an initial term of five years commencing on 9th August, 2014. Unless the appointment is renewed on or before the lapse of term, your appointment stands dissolved on lapse of such term. The Appointment will be subject to all the applicable provisions of the Companies Act, 2013, the Rules made thereunder, the provisions of the Listing Agreement entered into by the Company with the Stock Exchange(s), the Company's Articles and Memorandum of Association and the approval of Members of the Company at the forthcoming Annual General Meeting. Further, you may be reappointed for a further term of five years based on the recommendation of the Nomination and Remuneration Committee and subject to the approval of the Board of Directors & Shareholders of the Company.

Notwithstanding the other provisions of this letter, the appointment may be terminated at any time by the Company, or upon your resignation. Upon such termination or resignation for any reason, you shall not be entitled to any damages for loss of office and no compensation will be payable to you in respect of any unexpired portion of the term of the Appointment.

2. Committees:

During the term of appointment, you may be requested to be a member/chairman of any one or more of the Committees of the Board which may be constituted from time to time.

3. Fiduciary duties/expectation of Board from the Director:

- I. Strive to attend and participate in all Meetings of Shareholders, Board of Directors and Board Committees of which you are a member;
- II. Seek appropriate clarification or amplification of information and where necessary, take and follow appropriate professional advice and opinion of outside experts;
- III. Undertake appropriate induction and regularly update and refresh your skills, knowledge and familiarity with the Company;
- IV. Where you are having concerns about the running of the company or a proposed action, ensure that these are addressed by the Board and to the extent that they are not resolved, insist that your concerns are recorded in the minutes of the Board Meeting;
- V. Keep yourself well informed about the company and the external environment;
- VI. Not to unfairly obstruct the functioning of an otherwise proper Board or committee of the Board meeting;
- VII. Ascertain and ensure that the company has an adequate and functional vigil mechanism and to ensure that the interests of a person who uses such mechanism are not prejudicially affected on account of such use;
- VIII. Report concerns about unethical behaviour, actual or suspected fraud or violation of the company's code of conduct or ethics policy;
- IX. Acting within your authority, assist in protecting the legitimate interests of the Company, shareholders and its employees.
- X. Have a meeting with other Independent Directors of the Company once in a year.

4. Liabilities of Director:

For the purposes of Companies Act, 2013, you will be held liable in respect of such acts of omission or commission by a company which had occurred with your knowledge,

attributable through Board processes and with your consent or connivance or where you had not acted diligently or in accordance with the applicable Laws.

5. Code of conduct:

During the term of your appointment, you have to comply with the Code of Conduct for Prevention of Insider Trading & Code of Conduct for Independent Directors to be adopted by Company and as amended by the Company from time to time.

6. Remuneration:

As an Independent Director of the Company, you shall be paid sitting fees for attending the meetings of the Board and the Committees of which you are member. The sitting fees for attending each meeting of the Board and its Committees would be determined by the Board from time to time.

Further, the Company will reimburse you for travel, hotel and other incidental expenses incurred by you in the performance of your role and duties.

7. Confidentiality:

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

8. Insurance:

The Company will take an appropriate Directors' and Officers' Liability Insurance Policy and pay the premiums for the same. It is intended to maintain such insurance cover for the term of their appointment, subject to the terms of such policy in force from time to time.

9. Termination:

- a. You may resign from your position at any time and should 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. You will not be entitled to compensation if the shareholders do not re-elect you at any time.
- c. Your appointment may also be terminated in accordance with the provisions of the Articles of Association of the Company 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 terms of appointment relating to your appointment as a non executive Independent Director of the Company, kindly confirm your acceptance of these terms by signing and returning to us the enclosed copy of this letter.

Yours sincerely

For Sharda Cropchem Limited

Ramprakash V. Bubna
Chairman & Managing Director
DIN No. 00136588

I hereby acknowledge receipt of and accept the terms set out in this letter.

Signed

Date: