

Dated: 29th August, 2014

Shri Prakash Kumar Mohta
Shreegunjan,
7, Ronaldshay Road, Alipore,
Kolkata – 700027.

Sub: Re-appointment as a Managing Director

Dear Sir,

We are pleased to inform you that the Board of Directors of ECE Industries Limited (hereinafter referred to as 'ECE' or the 'Company') has approved your reappointment as a Managing Director of the Company for a further period of three years. You will be re-appointed as a Managing Director on the Board of Directors of ECE with effect from 1st November, 2014 upto 31st October, 2017. Your re-appointment is subject to approval of the Shareholders at the Annual General Meeting (AGM) of the Company scheduled to be held on 25th September, 2014 at the remuneration subject to approval of the Central Government as below:

- a) Basic Salary : Rs. 12,50,000/- per month (Rs. Twelve Lacs & fifty thousand only).
Further increment @ 10% on completion of each year.
- b) Employer's Contribution to Provident Fund. : 12% of the basic salary.
- c) Gratuity : At a rate not exceeding 15 days salary for each completed year of service or part thereof in excess of six months.
- d) Leave : 35 days in a year.
- e) Leave Encashment : Encashment of un-availed leave at the end of the tenure.
- f) Leave Travel Allowance : Max. upto One month salary per year
- g) Medical Reimbursement : For Self & family on actual
- h) Provision of Car with Driver in relation to the Company's Business.
- i) Mobile Phone and Telephone at residence (not to be considered as perquisites).

However, till the fresh approval of the Central Government is received; Shri Prakash Kumar Mohta shall be paid such remuneration till such period as approved earlier by the Central Govt. and after expiry of the said period, the remuneration permissible under Schedule-V of the Companies Act, 2013 without the prior approval of Central Government. After receipt of the fresh approval of Central Government, the new remuneration shall be payable accordingly”.

1. Role and Duties

Your role and duties will be those normally mentioned of an Executive Director under the Companies Act, 2013 and the listing agreement.

2. Status of Appointment

- 2.1 You will be an employee of the Company and this letter shall constitute a contract of employment. You will be paid such remuneration by way of salary and other allowances / benefits as may be decided by the Board and / or approved by the Shareholders from time to time subject to necessary approval of the Central Government, if any.

3. Reimbursement of Expenses

In addition to the remuneration described in paragraph 5, the Company will, for the period of your appointment, reimburse you for travel and other incidental expenses incurred by you in the performance of your role and duties.

4. Conflict of Interest

- 4.1 It is accepted and acknowledged that you may have business interests other than those of the Company. As a condition to your appointment commencing, 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/ reappointment.
- 4.2 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 of the Company.

5. Confidentiality

All information acquired during your appointment is confidential to ECE 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 ECE.

Your attention is also drawn to the requirements under the applicable regulations and the ECE Share Dealing Code which concern the disclosure of price sensitive information and dealing in the securities of ECE. Consequently you should avoid making any statements or performing any transactions that might risk a breach of these requirements without prior clearance from the Chairman or the Secretary.

6. 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.

7. Disclosure of Interest

The Company must include in its Annual Accounts a note of any material interest that a Director may have in any transaction or arrangement that the Company has entered into. Such interest should be disclosed immediately and not later than when the transaction or arrangement comes up at a Board meeting so that the minutes may record your interest appropriately and our records are updated. A general notice that you are interested in any contracts with a particular person, firm or company is acceptable.

8. 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.

9. 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 Director of ECE, kindly confirm your acceptance of these terms by signing and returning to us the enclosed copy of this letter.

Yours sincerely
On behalf of the Board of Directors
For ECE Industries Ltd.

Sd/-
(R. Prasad)
President (Corporate Affairs, Finance & Legal)