

BRIEF PROFILE OF MR. G. P. AGRAWAL, INDEPENDENT DIRECTOR

Mr. G.P. Agrawal have more than 30 years of experience in the field of Corporate Affairs, Project Financing, Capital Market, Company Law and other legal matters in Private Sector. He has handled public / rights issue for a number of Companies, besides having a vast experience in dealing with All Indian / State Financial Institutions and Banks and successfully raising funds for many projects in the industries of Textiles, Papers, and Picture Tubes etc.

Other Details:

Fathers Name	:	Mr. Jagdish Narayan Agarwal
Date of Birth	:	09.09.1954
Residential Address	:	8/29, West Patel Nagar, New Delhi
Permanent Account No.	:	AAEPA9372M



RAMA VISION LIMITED

RVL/SECT/2014

01.10.2014

Mr. G. P. Agrawal (DIN: 00008429)
8/29, First Floor, West Patel Nagar
New Delhi - 110008

Subject: Appointment as an Independent Director

Dear Mr. Agrawal,

We are pleased to inform that you have been appointed as an Independent Director on the Board of Directors of the Company pursuant to the provisions of section 149, 150 and 152 read with rules made thereunder and Schedule IV of the Companies Act, 2013 in the 25th Annual General Meeting of the Company held on 30th September, 2014. The terms and conditions for your appointment are as follows:

1. Appointment

- (e) The term Independent Director should be construed as defined under the Companies Act, 2013 and the Listing Agreement.
- (f) The tenure of your office shall be for a period of 5 consecutive years starting from 30th September, 2014 till 29th September, 2019. Your appointment is also subject to the maximum permissible Directorship that one can hold as per the provisions of the Companies Act, 2013 and the listing agreement.

2. Committees

- (c) The Board of Directors (the Board) may, if it deems fit, invite you for being appointed on one or more Board Committee(s), which will be subject to the applicable laws.

3. Time Commitment -

- (g) 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.
- (h) The Board meets at least four times in a year. You would be expected to attend meetings of the Board and Committees thereof, of which you are a member, and devote time, as appropriate for you to discharge your duties effectively. Ordinarily, all meetings are held in New Delhi.
- (i) By accepting this appointment, you confirm that you are able to allocate sufficient time to meet the expectations from your role to the satisfaction of the Board.

4. Role, Functions & Responsibilities:

Your role and duties will be those normally required of a Non-Executive Independent Director under the Companies Act, 2013 and the listing agreement, which are as under:

- (a) You shall act in accordance with the Company's Articles of Association.
- (b) You shall act in good faith in order to promote the objects of the Company for the benefits of its members as a whole, and in the best interest of the Company.
- (c) You shall discharge your duties with due and reasonable care, skill and diligence.

5. Status of Appointment

- (a) You will not be an employee of the Company and this letter shall not constitute a contract of employment.
- (b) 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.

6. Reimbursement of Expenses:

- (a) In addition to the remuneration described in paragraph 5 the Company will also reimburse your Travelling Expenses for attending Meetings of the Board and Committee thereof as may be decided by the Board.

7. Disclosure of Interest

- (a) It is accepted and acknowledged that you may have business interests other than those of the Company. As a condition to your 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.
- (b) The Company may 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 no 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. Confidentiality

It is accepted and agreed by you that you will not disclose confidential information, including commercial secrets, technologies, advertising and sales promotion plans, unpublished price sensitive information, unless such disclosure is expressly approved by the Board or required by law.



9. 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. Your appointment and re-appointment on the Board shall be subject to the outcome of the yearly evaluation process.

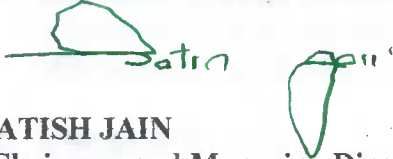
10. Termination

- (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) You shall not be liable to retire by rotation.
- (c) The Company is at liberty to dis-engage Non Executive Independent Director earlier, subject to compliance of relevant provisions of Companies Act, 2013.

Thanking you,

Yours faithfully,

For RAMA VISION LIMITED



SATISH JAIN
(Chairman and Managing Director)