

VENUS GARMENTS (INDIA) LIMITED

Regd. Off :- G.T. Road, Near Jalandhar Bye Pass, Ludhiana-141005.

Ph.: 91-161-6609198 to 200 Fax : 0161-6609275 E-mail id : venusgarments@vgil.com

CIN No:- U17117PB1999PLC022270 Website : www.vgil.com

21st March, 2015

To,
Sh. Ram Kumar Singh
C B 30, Avantika,
Ghaziabad

Dear Sir,

Re: Your Appointment as the Independent Director of Venus Garments (India) Limited

We are pleased to inform you that at the Extra ordinary General Meeting of the company held on 21st March, 2015, shareholders have approved your appointment as an Independent Director of the Company to hold office for five consecutive years from 21st March, 2015 upto 20th March, 2020.

This letter of appointment sets out the terms and conditions covering your appointment which are as follows:

1. Appointment

In compliance with provision of section 149(13) of the Companies Act, 2013 ("The Act") the appointment will commence from March 21, 2015 for the period of 5 years or the Director attaining the age of 75 years, whichever is earlier ('Term'). The Company may disengage Independent Directors prior to completion of the Term subject to compliance with relevant provisions of the Articles or on failure to meet the parameters of independence as defined in section 149(6) or on the occurrence of any event as defined in section 167 of the Act. Independent Directors, they will not be liable to retire by rotation.

2. Committees

You have been appointed on the following Committees of the Board (As applicable to the respective Director):

- (i) Audit Committee
- (ii) Nomination & Remuneration committee

3. Role, duties and responsibilities

- A. As members of the Board, they along with the other Directors will be collectively responsible for meeting the objectives of the Board which include: Requirements under the 2013 Act, and Accountability under the Directors' Responsibility Statement.
- B. They shall abide by the 'Code For Independent Directors' as outlined in Schedule IV pursuant to Section 149(8) of the 2013 Act, and duties of directors as provided in the 2013 Act (including Section 166)
- C. They are particularly requested to provide guidance in their area of expertise.

4. Time Commitment

They agree to devote such time as is prudent and necessary for the proper performance of their role, duties and responsibilities as an Independent Director.

5. Remuneration

As Independent Directors, they shall be paid sitting fees for attending the meetings of the Board and the Committees of which they are Members. The sitting fees for attending each meeting of the Board and its Committees would be as determined by the Board from time to time. Further, the Company may pay or reimburse to the Directors such expenditure, as may have been incurred by them while performing their role as Independent Directors of the Company. This could include reimbursement of expenditure incurred by them for accommodation, travel and any out of pocket expenses for attending Board/ Committee meetings, General Meetings, court convened meetings, meetings with shareholders/creditors/management, site visits, induction and training (organized by the Company for Directors) and in obtaining, subject to the expense being reasonable, professional advice from independent advisors in the furtherance of their duties as Independent Directors.

6. Code of Conduct

As Independent Directors of the Company, you are required to comply with the regulations as contained in schedule IV under Companies Act, 2013 (Code for Independent Directors). Unless specifically authorized by the Company, the Independent Directors shall keep confidential all information concerning the Company and shall not divulge or disclose the same to any person during the term of their appointment. Their obligation of confidentiality shall survive cessation of their directorships with the Company.

7. Performance Appraisal / Evaluation Process

As a member of the Board, your performance shall be evaluated annually. Evaluation shall be done by all the other Directors. The criteria for evaluation shall be determined by the Nomination & Remuneration Committee and disclosed in the Company's Annual Report. However, the actual evaluation process shall remain confidential and shall be a constructive mechanism to improve the effectiveness of the Board/Committee.

8. Publication of Letter of Appointment

In line with the provisions of Clause IV sub clause 6 of Schedule IV of the Act, the terms and conditions of your appointment may be required to make public and display the same on the Company's website.

9. Disclosures, other directorships and business interests

During the Term, they agree to promptly notify the Company of any change in their directorships, and provide such other disclosures and information as may be required under the applicable

laws. They also agree that upon becoming aware of any potential conflict of interest with their position as Independent Directors of the Company, they shall promptly disclose the same to the Chairman and the Company Secretary. During their Term, they agree to promptly provide a declaration under Section 149(7) of the 2013 Act, upon any change in circumstances which may affect their status as an Independent Director.

10. Changes of personal details

During the Term, they shall promptly intimate the Company Secretary and the Registrar of Companies in the prescribed manner, of any change in address or other contact and personal details provided to the Company.

11. Disengagement

Your Directorship on the Board of the Company shall terminate or cease in accordance with law. Apart from the grounds of termination as specified in the Act, your Directorship may be terminated for violation of any provision of the Code of Conduct of the Company.

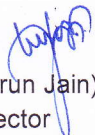
You may resign from the directorship of the Company by giving a notice in writing to the Company stating the reasons for resignation. The resignation shall take effect from the date on which the notice is received by the Company or the date, if any, specified by them in the notice, whichever is later.

If, at any stage during the Term, there is a change that may affect your status as an Independent Director as envisaged in Section 149(6) of the Act, you agree to promptly submit your resignation to the Company with effect from the date of such change.

12. Acceptance of Appointment

We are confident that the Board and the Company will benefit immensely from your rich experience and we are eager to have you as an integral part of the growth of our Company. If these terms of appointment are acceptable to you, please confirm your acceptance by signing and returning the enclosed copy of this letter.

Yours sincerely,
For Venus Garments (India) Limited


(Tarun Jain)
Director
DIN: 00468048
R/o B-328/1,
Dr. Sham Singh Road,
Civil Lines, Ludhiana



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21st March, 2015

To,
Sh. Mayank Dhasmana
231-F, Kitchlu Nagar,
Ludhiana- 141001

Dear Sir,

Re: Your Appointment as the Independent Director of Venus Garments (India) Limited

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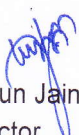
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