



No.RVIL-DIR-149:2014-15
Bhopal: Jan 20 2015

To,

Mr. Abdul Tahir,
A-36. Vijay Nagar Colony,
Lalghati,
Bhopal-462032

Dear Sir,

Sub: Appointment as Independent Director

We thank you for your confirmation to Reliable Ventures India Limited (RVIL) that you meet the "independence" criteria as envisaged in Section 149(6) of the Companies Act, 2013 and Clause 49 of the Listing Agreement as amended till date. and also for your consenting to hold the office as an independent director of the Company.

Pursuant to the above, we are pleased to inform you and confirm that shareholders of the Company in their General Meeting concluded on 24th Dec., 2014 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 Companies Act, 2013 read with provisions contained under the Clause 49 of the Listing Agreement as amended till date and as may be amended from time to time, besides the Articles of Associations of the Company.

1. Appointment

Your appointment will be for a term of five consecutive years commencing from 30th day of Sept., 2014 unless terminated earlier or extended, as per the provisions of this letter or applicable rules and laws.

As an Independent Director you will not be liable to retire by rotation.*

As per the Board's current assessment, you will continue to serve as member of the Audit and other Committees of the Board.



-2-

2. Role, duties and responsibilities

A. As member of the Board you, along with the other Directors, will be collectively responsible for meeting the objectives of the Board which include: compliance of requirements under the Companies Act, 2013, responsibilities of the Board as outlined in the Clause 49 of the listing agreement

B. You shall abide by the 'Code for Independent Directors' as outlined in Schedule IV to section 149(8) of the 2013 Act, and duties of directors as provided in the 2013 Act (including Section 166) and in Clause 49 of the Listing Agreement .

3. Remuneration

As an Independent Director you shall be paid sitting fees for attending the meetings of the Board and the Committees of which you are a member as fixed by the Board from time to time.

Further, the Company shall pay and/or reimburse to you such fair and reasonable expenditure, as may have been incurred by you while performing your role as an Independent Director of the Company. This could include reimbursement of expenditure incurred by you for attending Board/ Committee meetings, Annual General Meetings, Extraordinary 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 prior consultation with the Board, professional advice from independent advisors in the furtherance of your duties as an Independent Director.

4. Insurance

The Company will take an appropriate Directors' Liability Insurance policy in due course of time and pay the premiums for the same. It is intended to maintain such insurance cover for the Term of your appointment, subject to the terms of such policy in force from time to time. And provide you a copy of the policy for your record.

5. Secrecy and Non-disclosure of information

Unless specifically authorized by the Company, you shall not disclose company and business information to public constituencies such as the media, the financial community, employees, shareholders, agents, franchisees, dealers, distributors and importers.

We would also like to draw your attention to the applicability of both, Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 1992 and the Tata Code of Conduct on Prevention of Insider Trading Policy, prohibiting disclosure or use of unpublished price sensitive information.

Additionally, you shall not participate in any business activity which might impede the application of your independent judgment in the best interest of the Company.



-3-

6. Induction and Development

Since you have already served as Director on the Board of RVIL for sufficient period of time, the company does not feel any; necessity for any formal induction program for you... However, on need basis, the Company shall, support Directors to keep updating their skills and knowledge and improve their familiarity with the company and its business. The Company will fund/arrange for training on all matters which are common to the whole Board.

7.. Performance Evaluation

As a member of the Board, your as well as the performance of the entire Board and its Committees shall be evaluated annually. Evaluation of each director shall be done by all the other directors. The criteria for evaluation shall be determined by the Nomination and Remuneration Committee and disclosed in the Company's Annual Report. However, the actual evaluation process shall remain confidential and shall display a constructive approach to improve the effectiveness of the Board / Committee.

8. Disclosures of other directorships and interests

During the currency of your tenure with the Company, you agree to promptly notify the Company of any change in your directorships, and provide such other disclosures and information as may be required under the applicable laws. You also agree that upon becoming aware of any potential conflict of interest with your position as Independent Director of the Company, you shall promptly disclose the same to the Chairman and the Company Secretary. Please confirm that as on date of this letter, you have no such conflict of interest issues with your existing directorships.

During your tenure with the Company, you agree to promptly provide a declaration under Section 149(7) of the 2013 Act, every year and upon any change in circumstances within 20 days which may affect your status as an Independent Director

9. Changes of personal details

During the term, you 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.

10. Cessation of Directorship

Your directorship on the Board of the Company shall terminate or cease in accordance with law.

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



-4-

If at any stage during your tenure with the Company, there is a change that may affect your status as an Independent Director as envisaged in Section 149(6) of the 2013 Act or, if applicable, you fail to meet the criteria for "independence" under the provisions of Clause 49 of the Listing Agreement, you agree to promptly submit your resignation to the Company with effect from the date of such change.

11. Co-operation

In the event of any claim or litigation or any other proceedings against the Company, based upon any alleged conduct, act or omission on your part during your tenure you agree to render all reasonable assistance and co-operation to the Company and provide such information and documents as are necessary and reasonably requested by the Company or its counsel.

12. Miscellaneous

This letter constitutes an agreement in relation to your appointment and supersedes any previous agreement if any on the subject and that no waiver or modification of this letter shall be valid unless made in writing and mutually agreed upon by you and the Company.

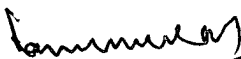
As per the provisions of the Companies Act, 2013 and Clause 49 of the Listing Agreement, this letter along with your profile shall be disclosed on the website of the Company in term of listing agreement.

13. 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. Please confirm your acceptance by signing and returning the enclosed copy of this letter.


We thank you for your continued support and commitment to the Company.

Yours Sincerely,


X CHAIRMAN

AGREE AND ACCEPT

I have read and understood the terms of my appointment as an Independent Director of the Company and I hereby affirm my acceptance to the same.



Name: ABDUL TAHIR

Place: Date:

L22354MP1992PLC007295



No.RVIL-DIR-149:2014-15
Bhopal: Jan 20 2015

To,

Mr. Ranjay K.Dawar,
Plot No. 30, Nadir Colony,
Bhopal-462002

Dear Sir,

Sub: Appointment as Independent Director

We thank you for your confirmation to Reliable Ventures India Limited (RVIL) that you meet the "independence" criteria as envisaged in Section 149(6) of the Companies Act, 2013 and Clause 49 of the Listing Agreement as amended till date. and also for your consenting to hold the office as an independent director of the Company.

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The terms of your appointment, as set out in this letter, are subject to the extant provisions of the Companies Act, 2013 read with provisions contained under the Clause 49 of the Listing Agreement as amended till date and as may be amended from time to time, besides the Articles of Associations of the Company.

1. Appointment

Your appointment will be for a term of five consecutive years commencing from 30th day of Sept., 2014 unless terminated earlier or extended, as per the provisions of this letter or applicable rules and laws.

As an Independent Director you will not be liable to retire by rotation.

As per the Board's current assessment, you will continue to serve as member of the Audit and other Committees of the Board.



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2. Role, duties and responsibilities

A. As member of the Board you, along with the other Directors, will be collectively responsible for meeting the objectives of the Board which include: compliance of requirements under the Companies Act, 2013, responsibilities of the Board as outlined in the Clause 49 of the listing agreement

B. You shall abide by the 'Code for Independent Directors' as outlined in Schedule IV to section 149(8) of the 2013 Act, and duties of directors as provided in the 2013 Act (including Section 166) and in Clause 49 of the Listing Agreement .

3. Remuneration

As an Independent Director you shall be paid sitting fees for attending the meetings of the Board and the Committees of which you are a member as fixed by the Board from time to time.

Further, the Company shall pay and/or reimburse to you such fair and reasonable expenditure, as may have been incurred by you while performing your role as an Independent Director of the Company. This could include reimbursement of expenditure incurred by you for attending Board/ Committee meetings, Annual General Meetings, Extraordinary 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 prior consultation with the Board, professional advice from independent advisors in the furtherance of your duties as an Independent Director.

4. Insurance

The Company will take an appropriate Directors' Liability Insurance policy in due course of time and pay the premiums for the same. It is intended to maintain such insurance cover for the Term of your appointment, subject to the terms of such policy in force from time to time. And provide you a copy of the policy for your record.

5. Secrecy and Non-disclosure of information

Unless specifically authorized by the Company, you shall not disclose company and business information to public constituencies such as the media, the financial community, employees, shareholders, agents, franchisees, dealers, distributors and importers.

We would also like to draw your attention to the applicability of both, Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 1992 and the Tata Code of Conduct on Prevention of Insider Trading Policy, prohibiting disclosure or use of unpublished price sensitive information.

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7.. Performance Evaluation

As a member of the Board, your as well as the performance of the entire Board and its Committees shall be evaluated annually. Evaluation of each director shall be done by all the other directors. The criteria for evaluation shall be determined by the Nomination and Remuneration Committee and disclosed in the Company's Annual Report. However, the actual evaluation process shall remain confidential and shall display a constructive approach to improve the effectiveness of the Board / Committee.

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We thank you for your continued support and commitment to the Company.

Yours Sincerely,


X CHAIRMAN

AGREE AND ACCEPT

I have read and understood the terms of my appointment as an Independent Director of the Company and I hereby affirm my acceptance to the same.


Name: RANJAY K. DAWAR
Place: Date:



No.RVIL-DIR-149:2014-15

Bhopal: Jan 20 2015

To,

**Mr. Chandan Mitra,
H-33A, Lane W 10C,
Sainik Farms
New Delhi-110062.**

Dear Sir,

Sub: Appointment as Independent Director

We thank you for your confirmation to Reliable Ventures India Limited (RVIL) that you meet the "independence" criteria as envisaged in Section 149(6) of the Companies Act, 2013 and Clause 49 of the Listing Agreement as amended till date. and also for your consenting to hold the office as an independent director of the Company.

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We thank you for your continued support and commitment to the Company.

Yours Sincerely,


CHAIRMAN

AGREE AND ACCEPT

I have read and understood the terms of my appointment as an Independent Director of the Company and I hereby affirm my acceptance to the same.

Name: CHANDAN MITRA
Place: Date:



**DISCLOSURE OF CHANGES IN THE DIRECTORATE OF M/S.
RELIABLE VENTURES INDIA LTD. (RVIL)**

In term of clause 49 of the listing agreement, we are pleased to inform the shareholders of the Company that there has been following changes in the directorate of the Company after the last AGM of the Company concluded on 24th day of Dec. 2014.

1. Mr. Parkash Singh, one of the rotational directors, has ceased to hold the office of director of the company by resignation effective from 02.02.2015.
2. In term of requirement of the section 152 of Companies Act 2013. read with listing requirements, Ms. Sanober Bano, aged around 34 years (+) has been appointed as Woman Director effective from 02.02.2015.

Ms. Bano is the daughter of Mr. Sikandar Hafiz Khan, Managing Director of the Company and she does not hold any shares of the Company. Educationally she is O - level Cambridge and is a housewife only.

The Company has already reported these changes to BSE in the prescribed manner in term of listing requirements.

RAJENDRA MALPANI
EXECUTIVE DIRECTOR