



Date: 08.10.2014

To,
Mr. Milind Gandhi
1001, Crescent Heights
V. N. Naik Marg, Forjett Street
Mumbai - 400036

Sub: Appointment as Independent Director

Dear Sir,

On behalf of the Company, I wish to inform you about your appointment as an Independent Director by the Members of the Company in the Annual General Meeting held on Tuesday, 30th day of September, 2014 for 5 (Five) consecutive years with effect from 30th September, 2014 to 31st March, 2019, the terms of the Appointment, which shall, in any event be subject to the Articles of Association of the Company, are set as below.

APPOINTMENT

1. Your appointment will be for a term up to 31st March, 2019 unless terminated earlier or extended, as per the provisions of this letter or applicable laws ("Term"). Re-appointment for another term of maximum period of five years at the end of the current term shall be based on the recommendation of the Nomination and Remuneration Committee and subject to the approval of the Board and the shareholders by way of Special Resolution. Your re-appointment would be considered by the Board based on the outcome of the performance evaluation process and you continuing to meet the independence criteria.
2. Your appointment as a Non Executive Independent Director on the Board of Directors of the Company is subject to the provisions of the Companies act, 2013.
3. In compliance with provisions of Section 149(13) of the Companies Act, 2013, your directorship is not subject to retirement by rotation.

4. Notwithstanding other provisions of this letter, the appointment may be terminated in accordance with the provisions of the Articles of Association of the Company 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 Companies Act, 2013.
5. As per the Board's current assessment, you will be the Chairman/ Member of the following Board Committees:
 - I. Audit Committee
 - II. Nomination & Remuneration Committee
 - III. Stakeholders Relationship Committee

The Board may reconstitute the composition of any/all Committees, from time to time, and any such change shall be promptly communicated to you. In such an event you may also be required to serve on other Committees of the Board.

TIME COMMITMENT

As a Non - Executive Independent Director you are expected to bring objectivity and Independence of view to the Boards 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. The board generally meets 8 (Eight) times in a year. The audit committee generally meets 4 (Four) times in a year. Besides, there are other committees like Nomination & remuneration Committee, Stakeholders Relationship Committee and Management Committee of Directors meetings which are ordinarily convened as per requirements. You will be expected to attend meetings of Board and Board Committees to which you may be appointed and Shareholders Meetings and to devote such time to your duties, effectively.

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.

ROLE AND DUTIES

Your role and duties will be those normally required of a Non Executive Independent Director under the Companies Act, 2013. There are certain criteria duties prescribed for all Directors, both executive and non executive, which are fiduciary in nature and as under:

1. You shall act in Accordance with the Company's Articles of Association as may be amended from time to time.
2. You shall discharge your responsibility as a Non executive Independent Director as outlined in Clause 49 of the Listing Agreement.
3. You shall act in good faith in order to promote the objects of the Company for the benefit of its members as a whole and in the best interest of the Company.
4. You shall discharge your duties with due and reasonable care, skill and diligence.
5. You shall not involve yourself in a situation in which you may have a direct or indirect interest that conflicts, or possibly may conflict, with interest of the Company.
6. You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.
7. You shall not assign your office as Director and any assignments so made shall be void.

In addition to above requirements the Board of Directors also expect you to perform the following functions

- i. You should constructively challenge and help develop proposals on strategy for growth of the Company.
- ii. You should evaluate the performance of management in meeting agreed goals and objectives.
- iii. You should satisfy yourself on the integrity of financial information and that financial controls and systems of risk management are effective and defensible.
- iv. You are responsible for determining appropriate levels of remuneration of Executive Directors and have a prime role in appointing, and where necessary, removing Executive Directors and in succession planning.
- v. You will take responsibility for the processes for accurately reporting on performance and the financial position of the Company.
- vi. You should keep governance and compliance with the applicable legislation and regulations under review and the conformity of Company's practices to accepted norms.

STATUS OF APPOINTMENT

8. You will not be an employee of the Company and this letter shall not constitute a contract of employment. You will be paid such remuneration by way of sitting fees for meeting of the Board and its Committees as may be decided by the Board
9. The sitting fees presently paid to the Non-Executive Independent Director is Rs. 2000/- per meeting of the Board or a Committee thereof.
10. You will have no entitlement to any bonus during the appointment and no entitlement to participate in any employee stock option scheme operated by the Company or any Group Company.

REIMBURSEMENT OF EXPENSES

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

INDEPENDENT PROFESSIONAL ADVICE

12. There may be occasions when you consider that you need professional advice in furtherance of your duties as a Director and it will be appropriate for you to consult independent advisors at the Company's expense. The Company will reimburse full cost of expenditure incurred in accordance with the Company's policy.

INSURANCE

13. The Company has Directors and Officers' liability insurance and it is intended that the company will assume and maintain such cover for the full term of your appointment.

CONFLICT OF INTERST

14. 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.

15. 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 Company Secretary.

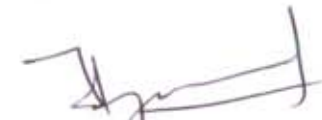
EVALUATION

16. The Board of Directors will carry out an evaluation of the performance of the Board as a whole, Board Committees and Directors on an annual basis as per Company's policy. Your appointment and re appointment on the Board shall be subject to the outcome of the Yearly evaluation process.

DISCLOSURE OF INTEREST

17. Any material interest that a director may have in any transaction or arrangement that the company has entered into 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 contract with a particular person, firm or company is acceptable.

For Glance Finance Limited



Tushar Agarwal
Director
DIN: 00043184