

[On the letter head of the Company]

[Date]

To,

[Director Name]

[Director Address]

Dear [Name of the Director],

On behalf of the Company, I write to you to confirm your appointment as a Director ("**the Office**") of Aashka Hospitals Limited ("**the Company**"). The terms of appointment are set out below:

Appointment

The appointment to the Office is with effect from **[insert date]** as the Additional Director to hold the office till the conclusion of forthcoming Annual General Meeting of the Company. Subsequently, your appointment as the Director of the Company shall be subject to the approval of members at the forthcoming Annual General Meeting of the Company.

The appointment to the office and the payment of compensation does not and should not be construed to create an employer – employee relationship between the Company and you.

By accepting the appointment to the Office, you confirm that you fulfil all the criteria to be eligible to be appointed to and hold the Office and you undertake on a continuing basis during the term of the Office to ensure you are not disqualified to be appointed to or hold the Office and in the event, you are aware of any such disqualification, you will immediately notify the Chairman of the Board and act (including resign from the Office) as appropriate to remedy the disqualification.

Committees

The Board of Directors ("**the Board**") may, if it deems fit, invite you to serve on one or more of the Board Committees. Your appointment on such Committee(s) will be subject to applicable regulations and charter of the respective committee.

Expectations of the Board

- **Time Commitment:** You are expected to bring objectivity and independence of view to the Board's discussions and to help in providing 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 meets at least four times in a year. You will be expected to attend Board, Board Committees to which you may be appointed and Shareholders meetings and to devote

such time to your duties, as appropriate for you the discharge your duties effectively. Ordinarily, all meetings are held in Ahmedabad.

- **Disclosure of Interest:** You should give us required disclosure as prescribed under the status. The staff of the Company will co-ordinate with you for getting such disclosures from time to time.
- **Confidentiality:** You must apply the highest standard of confidentiality and not disclose to any person or Company, whether during the course of Appointment or at any time after termination, any confidential information concerning the Company.

Role, Responsibilities and Duties

As a Director of the Company you shall act in accordance with the provisions of the Companies Act, 2013 and in accordance with the Articles of Association of the Company.

The fiduciary duties of Directors are as under:

- 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, its employees, the shareholders, the community and for the protection of environment.
- Exercise duties with due and reasonable care, skill and diligence and exercise independent judgement.
- Not involve in a situation where there is a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the Company.
- Not achieve or attempt to achieve any undue gain or advantage either to himself or to your relatives, partners or associates
- Not to assign your office as Executive Director.

In addition to the above, the role of the Director has the following key elements:

Strategy: You will constructively contribute in the development of the Company Strategy.

Performance: You should scrutinize the performance of management in meeting agreed goals and objectives and monitor the reporting of performance.

Risk: You should satisfy yourself that financial information is accurate and that financial controls and systems of risk management are robust and defensible.

People: You should determine appropriate levels of remuneration of executive directors, key managerial personnel and senior management and have a prime role in appointing and where necessary recommend removal of executive directors, key managerial personnel and senior management.

Offences: If as a Director of the Company you contravene any provisions of the Companies Act, you shall be punishable with fine, penalties or imprisonment under the statute and may also exposed to Civil Action, Criminal Action or Class Action Suit by the Shareholders.

Induction and Support

The services of the secretarial department are available to assist you with both day-to-day and specific matters in your role as a Director of the Company.

Other Directorships and Business Interests

The Company acknowledges that you may have business interests other than those of the Company (provided of course that is in accordance with the terms of your employment). In the event that you become aware of any potential conflicts of interest, these should be disclosed to the Board in accordance with Section 184 of the Companies Act, 2013 as soon as they become apparent or known to you.

During the Office, you must consult with the Chairman / Board prior to accepting any other (or further) directorships of publicly quoted companies or any major external appointments.

Fees and Remuneration

You shall be paid remuneration by way of Salary / Commission as approved by the Board from time to time. This remuneration will be linked to your presence at the Board and Committee Meetings and also on the basis of your position in various Committee of the Board, whether as the Chairman or a Member of the Committee(s). However, such remuneration by way of Salary / Commission shall be within the limits of the Companies Act, 2013. The proposed remuneration is as under:

Sr. No.	Particulars	Amount (in INR)
1.	Sitting Fees for Board per meeting	
2.	Sitting Fees for [Name of the Committee] per meeting	
3.	Commission	

Resignation

You may resign any time from the position of a Director by a written notice. It is desirable that you inform Chairman / Board in advance of your intention to resign.

This letter is governed by and shall be construed in accordance with the laws of India and the parties agree to submit to the exclusive jurisdiction of the courts of India.

This appointment letter constitutes neither a contract for services nor a service contract.

Please confirm your agreement to the above by signing and returning to us the enclosed duplicate of this letter.

Yours sincerely,
For, Aashka Hospitals Limited

[Name]
[Designation]

Acceptance

I agree to the terms and conditions of my appointment as a Director of Aashka Hospitals Limited as set out in this letter.

[Name]
[Date]