



**REGENCY
HEALTHCARE**

ENSURING WELLNESS · ENRICHING LIVES

Date: 10th October, 2014

Dear Mr. Anil Kumar Khemka,

Sub: Appointment as Independent Director

We thank on behalf of Regency Hospital Limited (the "Company") for your confirmation that you meet the "independence" criteria as envisaged in Section 149(6) of the Companies Act, 2013 ("2013 Act") [and Clause 49 of the Listing Agreement as amended vide circular issued by Securities and Exchange Board of India ref no. CIR/CFD/POLICY CELL/2/2014 dated April 17, 2014 and effective from October 1, 2014] and also for your consent to hold office as a Independent Director of the Company.

Pursuant to your confirmation, we are pleased to confirm that upon the recommendation of the Nomination Committee, the Board of Directors and shareholders of the company 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 (i) applicable laws, including 2013 Act and Clause 49 of the Listing Agreement (as amended from time to time) and (ii) Articles of Association of the Company ("AOA").

1. Appointment

Your appointment will be for an initial term up to 5 (Five) years and shall take effect from 30.09.2014 unless terminated earlier or extended, as per the provisions of this letter or applicable laws ("Term").

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

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www.regencyhealthcare.in CIN No. : L85110UP1987PLC008792

Re-appointment at the end of the Term shall be based on the recommendation of the Nomination Committee and subject to the approval of the Board and the shareholders. Your re-appointment would be considered by the Board based on the outcome of the performance evaluation process and criteria of independent Director.

As per the Board's current assessment, you will be a Chairman / member of the following Committees:

- Audit Committee – Chairman
- Stakeholders' Relationship Committee – Chairman
- Corporate Social Responsibility Committee - Chairman
- Nomination and Remuneration Committee - Chairman

The mandates of the aforesaid Committees are provided as Annexures I. 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.

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:

- Requirements under the Companies Act, 2013,
- "Responsibilities of the Board" as outlined in the Corporate Governance requirements as prescribed by Stock Exchanges under Clause 49 of the Listing Agreement,
- Accountability under the Director's Responsibility Statement,
- Overseeing the maintenance of high standards of Company values and ethical conduct of business,
- Overseeing the Company's contribution to enhancing the quality of life of communities,
- Protecting and enhancing the Companys' brand.

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.

C. You will also be responsible for providing guidance in the area of your expertise.



3. Time Commitment

Considering the nature of the role of a director, it is difficult for a company to lay down specific parameters on time commitment. You agree to devote such time as is prudent and necessary for the proper performance of your role, duties and responsibilities as an Independent Director.

4. 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.

The sitting fees payable to you are as follows:

- Board – Rs. 10,000 for every meeting
- Audit Committee – Rs.5,000 for every meeting

Further, the Company may pay 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.

5. Insurance

The Company may take an appropriate Directors' and Officers' Liability Insurance policy 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. A copy of the policy document will be supplied on request.

6. Regency Code of Conduct

As an Independent Director of the Company, you agree to comply with the Regency Code of Conduct for Non-Executive Directors (NEDs). For your reference, the Code of Conduct for Non- Executive Directors is outlined below:



