

Corporate Office:

2nd Floor, Premdeep Building, Above latur urban co-op. Bank Ltd.,
Lullanagar Chowk, Camp-Kondhwa Road, near Zahir Khan's Restaurant,
Pune, Maharashtra 411040
Email : enquiry@cian.co, cianhealthcare@yahoo.co.in,
web : www.cian.co

Registered Office:

Milkat No. 3339, Block No.1 From South Side, C.S. No. 227/2+3A, Harpale Park,
Opp. Berger Paint, Phursungi, Tal. Haveli, Dist. Pune 412308, Maharashtra, India.
Tele-Fax.: 020-26982792

Factory:

Kh. No.248, Village Sisona, Bhagwanpur, Roorkee, Haridwar,
Pin- 247661 (Uttarakhand), India. Tel: +91-133-2235352

CIN: L24233PN2003PLC017563

To,
Mr. M. R. Sheikh
213, Azad Nagar, Goli - Karkhana,
Indore, Madhya Pradesh-452001

Date: 30th September, 2020

Sub.: Appointment as Non-Executive Independent Director under the Companies Act, 2013.

Dear Sir,

We are pleased to inform you that the Members of the Company at their 17th Annual General Meeting held on September 30, 2020 have approved your appointment as a Non-Executive Independent Director of the Company to hold office from June 02, 2020 to June 01, 2025 on the terms and conditions as set out below:

1. Appointment

Your appointment is for a term of 5 years consecutive years from June 02, 2020 to June 01, 2025, 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.

2. Committees

As per the Board's current assessment, you will be the Chairman of Audit committee and Nomination and Remuneration committee and member of Stakeholder Relationship Committee and of the Board

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.

3. Duties and Responsibilities

The duties and liabilities that come with your appointment would be as per the Companies Act, 2013 including Schedule IV to Companies Act, 2013 and Rules thereunder, SEBI (LODR) Regulations, 2015, Company's policies and the Articles of Association of the Company.



4. Directors and Officers Insurance

The Company has in place the Directors and Officers (D&O) Liability Insurance Policy and it is intended to maintain such cover for the term of your appointment, subject to the terms of such policy in force from time to time.

5. Code of Conduct

As an Independent Director, you will abide by the Company's Code of Conduct for Board Members and Senior Managers ('Code of Conduct') and the Code of Conduct for Prevention of Insider Trading ('Insider Trading Code') as attached herewith.

You are requested to make timely disclosures under the Code of Conduct and the Insider Trading Code and ensure compliance with all the requirements under the same.

Further, you are also requested to refrain from doing such acts/ activities as may be prohibited under the aforesaid Code of Conduct and the Insider Trading Code.

6. Remuneration

You will be entitled to sitting fees for attending the meetings of the Board and Committee in which you are Chairperson/Members as fixed by the Board from time to time , thereof either personally or through Video Conference or other audio visual means. The remuneration and fee payable shall be subject to applicable tax deduction at source.

In addition to the above, you will be entitled to reimbursement of all expenses for participation in the Board and other meetings.

7. Disclosures, other directorships and business interests

During the Term, 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 directorship. During your term you agree to promptly provide a declaration under Section 149(7) of the Act, upon any change in circumstances which may affect your status as an Independent Director.

8. 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 detail provided to the Company.

9. Termination

Your directorship on the Board of the Company shall terminate or case 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. 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. 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 or if applicable, you fail to meet the criteria for “Independence” under the provisions SEBI(LODR), 2015, you agree to promptly submit your resignation to the Company with effect from the date of such change.

10. Cooperation

In the event of any claim or litigation against the Company, based upon any alleged conduct, act or omission on your part during your Term, 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.

11. Confidentiality

You will keep the Information of the Company acquired during the term of your directorship, confidential during the tenure as an Independent Director of the Company and till 3 years from the

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date of vacation of your office of director of the Company.

12. Miscellaneous

This letter represents the entire understanding, and constitutes the whole agreement, in relation to your appointment, without prejudice to the generality of the foregoing, excludes any warranty, condition or other undertaking at law or by custom.

No waiver or modification this letter shall valid unless made in writing and signed by you and the Company.

As per the SEBI (LODR), 2015, if applicable, this letter along with your detailed profile shall be disclosed on the website of the Company and the relevant stock exchange.

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. 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 Cian Healthcare Limited

Sd-

(Suraj Zanwar)

Managing Director

DIN: 01304850

Encl.:

- (a) Code of Conduct
- (b) Insider Trading Code