

## **STRICTLY PRIVATE & CONFIDENTIAL**

**Date:-**

To,

**Mr. XYZ**

Lalbaug, Mumbai – 400 012

### **APPOINTMENT LETTER**

Dear Mr. xyz,

,

This has reference to your application and the subsequent discussions you had with us. **Sep 27, '07** on the following terms and conditions:

1. **Position:** You are being appointed as “**Accountant**”.
2. You will initially be based at **Mumbai**.
3. Your appointment is subject to your being medically fit at all times.
4. **Compensation and Benefits:** You will receive compensation of **1,80,000/-** per annum as outlined in the attached sheet. Income Tax or any other statutory deductions will be done at source. You will receive a performance based variable incentive that will be discretionary & based strictly on performance. You will be eligible for leave and other such benefits in accordance with the Company's rules and regulations. The perquisites applicable to your grade are subject to alteration and amendment, and you will be entitled to the same as per the rules of the company.
5. **Posting & Transfer:** Your place of work, in the first instant, is as indicated above. However, you can be transferred temporarily or permanently for duty anywhere in India, depending upon the needs of the organization. Your service may be transferred to any office of the Company or its associate organizations in India or abroad depending upon the exigencies of work. You will be governed by the transfer rules prevailing in the company at any given point of time.
6. **Probation:** You will be on probation for a period of 6 months, from your date of joining, after which your performance will be appraised. You will be confirmed in your appointment in writing on successful completion of the said probationary period. It may get extended by further period of 6 months if your performance is not found satisfactory. If no confirmation is made in writing at the end of the probationary period, it will be deemed to have been extended until the company confirms you in writing.
7. During the probation period either party may terminate this agreement by giving 15 days notice or salary in lieu thereof is given.
8. **Notice period:** After confirmation, either party, by stating their intention to do so, in writing may terminate this employment at any time, provided that at least 1 months' notice or salary in lieu thereof is given.
9. However, in the event of your being guilty of misconduct or inattention or negligence in the discharge of your duties or in the conduct of the Company's business, or such misdemeanor which is likely to affect,

or affects the reputation of the Company's working or of any breach of the terms and conditions herein, the Company reserves its right to terminate your services at any given point of time, with immediate effect, without any compensation or notice.

10. **Date of Birth:** The date of birth declared by you is **September 26, 1974** and you will be bound by such date of birth in all service matters with the Company.
11. **Retirement Age:** You will retire from the services of the Company on attaining the age of 58 years.
12. You will treat matters pertaining to the Company's business interests with utmost confidentiality and such confidentiality has to be maintained during your employment with the Company and thereafter.
13. During your services with the company, you will be governed by the rules and regulations in respect to conduct & discipline and other matters as may be framed by the company from time to time.
14. You will undertake, that while in the employment of the Company, and for a period of 12 months after separation from the Company, for any reason whatsoever, you will:
  - I. Keep confidential and not disclose to any unauthorized persons
    - (a) All Company information, business and financial interests,
    - (b) Company intelligence, consisting of sensitive research, either acquired or in the process of being carried out
    - (c) Technical capability and
    - (d) Commercial intelligence disclosed to you and/ or acquired by you in the course of your employment
  - II. Not employ, use and/ or engage the confidential information for any purposes other than the business of the Company and only during the course of your employment with the Company.
  - III. Not seek or obtain employment or consultancy directly or indirectly with any other Company entity/ organization or their associates/ affiliates, which is in competition with Subhkam Group.
  - IV. Solicit or endeavor to entice any employee or person involved, directly or indirectly, from any of the Company's operations.
15. You are employed in the Company full time. You will not be employed by any other Company or offer your services with or without pay to any physical person, legal entity or public authority or to be occupied in your own business without the prior written permission of the Company.
16. Amendments to the above terms and conditions, if any will be made in writing.
17. Please sign and return the duplicate copy of this letter of appointment (initialing each page) as a token of your having accepted the above terms and conditions.

Wish you all the very best in your new assignment.

Thanking You.

Yours faithfully  
For **Public / pvt ltd**

Accepted  
Accepted & Agreed

( **President** )

Sing:.....  
Name: **Mr. ABC**

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