

January 01, 2007

Employee Name: Tarang Raghuvir Goyal Address: Neighbourhood CHS Ltd, Akruli Road, Lokhandwala Township, Kandivali (east), Mumbai, Maharashtra-400101

APPOINTMENT LETTER

With reference to your application and the subsequent discussion you had with us, we are pleased to offer you the position of the "Managing Director" for our location at "Integrated Personnel Services Ltd,". You are appointed for this position with effect from "January-01-2007" of the following terms and conditions:

- You will be on probation for a period of six months from the date of reporting to work. The period of
 probation may be further extended at the sole discretion of the company.
- 2. Your compensations are been mentioned in the attachment, which forms part of this letter.
- 3. Job description of your responsibilities and duties has already been discussed with you in detail.
- Statutory deductions such as TDS may be applicable from time to time would be made at source from your salary every month.
- You will be based in [Mumbai], but you will be liable to get transferred to any of the Group's establishment anywhere in India. In such a case, you will be governed by the terms and conditions of service as may be applicable at that location.
- You will be in the exclusive employment for the Group. You should not engage yourself alone or in the Company with any other person in any work or business conflicting with the interest of the Group or any of its Companies.
- You hereby undertake that without the written consent of the Management, you shall not at any time disclose or divulge or make public except on legal obligations, any information coming to your knowledge in the course of your employment in this Group.
- You shall comply with all rules and regulations of the Group in relations to your work. You will maintain
 and conduct discipline, leave and all other related matters as may be in force or modified from time to
 time.
- You will be liable to retirement on attaining the age of 58 years.
- 10. This contract of employment on the above mentioned terms and conditions can be terminated by either party by giving notice or salary in lieu thereof without assigning any reason, during the first year one month's and two months notice thereafter.
- 11. We will be having right to terminate your contract of employment during your probation period, without assigning any reason and by giving you seven days notice period only. But in probation the employee will still have to give one month notice incase he /she/decides to leave the company.



- The management however reserves the right; in its sole discretion; to terminate the employment contract at any point in time.
- Once employee resigns from his position, management has all the rights to relieve him or her on or before the notice period. Employee will be paid only up to his last working day with the company.
- 14. You cannot undertake any part time job while working with the company which may hamper your productivity and your presence at the time of requirement for the company's work.
- 15. You will undertake that subsequent to your separation from services in the company, pursuant to clause 11 and 12 above, you will not join /work / engage yourself in any manner, in any of the company's clients for the period of minimum two years from the date of separation.

1. Confidentiality agreement:

You shall, during the continuance of your services with the Company and for a period of two years after the termination thereof, observe strict secrecy with reference to the confidential affairs, dealings and concerns of the Company and shall not, during the validity of this contract of employment and for two years after its termination, without the prior written consent of the Company, divulge to any person or third party not employed by the Company, its subsidiaries and affiliates, and shall use your best endeavors to prevent the publication or disclosure to any person or third party not employed by the Company, its subsidiaries and affiliates of any confidential information pertaining to the business or operations of the Company including any confidential information concerning the business, accounts or commercial, financial plans or strategies of the Company, any confidential report or research commissioned by or on behalf of the Company in connection with the business or affairs of the Company, any trade secrets of the Company (all such information, reports, research, trade secrets and other information being herein called "confidential Information").

However, the provisions of this Article shall not apply to any Confidential Information that becomes part of the public domain without any violation by you of this Article.

2. Non-Compete:

(a) During your employment with the Company, except for the company, its subsidiaries and affiliates, you shall not directly or indirectly:

- (i) Carry on or engage in whether through partnership or as a shareholder, joint venture partner, collaborator, consultant, employee or agent or in any other manner whatsoever, or render services to or be employed by, whether for profit or otherwise any business which competes with the whole or any part of the business of the Company, ; or
- (ii) Have any equity or profit interest in, make any loan to or for the benefit of, guaranty the repayment of any funds by, or render services or advice to any person or entity that competes, directly or indirectly with the whole or any part of the business of the Company.
- (b) During your employment with the Company, and for a period of one year thereafter, you shall not, directly or indirectly either by yourself or through any firm or company or person;



- (i) Attempt in any manner to solicit from any client/customer, except on behalf of the Company, business of the type carried on by the Company, or persuade any person, firm or entity which is a client/customer (present) of the Company, to cease doing business or to reduce the amount of business which any such client/customer has customarily done or might propose doing with the Company, whether or not the relationship between the Company, its subsidiaries and affiliates, and such client/customer was originally established in whole or in part through your efforts; or
- (i) Employ or attempt to employ or assist anyone else to employ, except on behalf of the Company, its subsidiaries and affiliates any person who is in the employment of the Company, its subsidiaries and affiliates at the time of termination of this contract, or was in the employment of the Company or its subsidiaries or affiliates or its holding company at any time during the year immediately preceding such time.

If you accept this appointment on the above mentioned terms and conditions, please return the duplicate of this letter duly signed by you as a token of your acceptance.

We take this opportunity to welcome you to our Group and look forward to a long, happy and mutually beneficial association.

PATRICION MONTH	
ours sincerely	M
For Integrated	Personnel Services Ltd.
Ra	Next.
907	

Authorized Signature

I accept this employment on the above mentioned Terms and Conditions.

Signature	
Date	



Compensation Structure

Name: Tarang Raghuvir Goyal Designation: Managing Director

	Monthly	Yearly
	30000	360004
CTC		
	11000	132000
BASIC + DA	5500	66000
HRA	1250	15000
CONVEYENCE ALLOWANCE	1250	15000
MEDICAL ALLOWANCE	10084	121008
CCA		0
	29084	349008
TOTAL GROSS	2000	
ADD		
	0	0
PF	0	0
ESIC @3.25%	0	0
INSURANCE		1 10000
YEARLY BENEFITS	0	0
	20000	360004
TOTAL CTC	30000	360004
LESS;		
EMPLOYEE CONTRIBUTION	0	0
PF	0	0
ESIC @0.75%	200	2500
PT	0	0
INSURANCE	0	
TOTAL DEDUCTION	200	2500
	916	10996
Bonus		
NET SALARY	29800	357604