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March 01, 2005

Mr.Aliasgar Hozaifa Lokhandwala Surat

Dear Aliasgar

Sub: APPOINTMENT & DEPUTATION LETTER

This has reference to your application and the subsequent interview you had with us, we are pleased to offer you appointment in our organization as Associate based at Surat on the following terms and conditions:

- 1. You will join the services of the Company effective 1.3.2005.
- 2. You will receive monthly emoluments as detailed in the annexure.
- 3. You will be covered under the Employees Provident Fund, Employees State Insurance etc, and other enactments as per your applicability.
- 4. You will be covered under the Company's Group Personal Accident Insurance Scheme and Medical Insurance Scheme as applicable to your level.
- 5. Your salary / compensation will be subject to applicable tax laws and any other statutory deductions as applicable from time to time.
- 6. Your employment may be terminated by either party giving the other Seven days notice or basic salary in lieu of such notice.
- 7. Please note that this appointment with ProLease will continue as long as we function as a service provider for Sify Limited and it is strictly understood that your appointment will stand terminated if and when ProLease ceases to operate as service provider for Sify Limited for any reason whatsoever. During your period of service with us, termination will be by either party giving the other seven days notice or seven days basic salary in lieu of such notice.
- 8. Notwithstanding what is stated above, your appointment may be terminated forthwith without any notice or payment of any kind in case of:
 - A. Your committing any act of dishonesty, disobedience, moral turpitude, insubordination, fraud, misappropriation, misconduct of duty, irregularity in attendance, neglect of duty, refusal to work, breach of confidentiality or being in breach of any of the terms and conditions contained herein.
 - B. Your being found guilty by a competent court of any offence.
- 9. You will required to undergo all periodic training / tests as specified and stipulated by Sify Limited from time to time. If you fail to appear for these training / tests or do not attain the required proficiency as determined by Sify Limited, your appointment is liable for termination without any notice or compensation in lieu of notice.
- 10. During the period of employment you are liable to be transferred from one branch/business unit/function/location to another as and when required by the company.
- 11. Your appointment is subject to your being found medically fit at all times by our Company's Medical officer or any other Officer as approved by the Company.

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