

6th Floor, Signature Towers-B
South City - I, Gurgaon - 122001
Haryana, India
tel: (91-124) 2383566 - 74
fax: (91-124) 2383224/5/6
www.bd.com/INDIA



Helping all people
live healthy lives

September 9, 2015

Salil Tripathy
C 61, Vijaya Ratan Vihar
Sector 15 Part II
Gurgaon, Haryana.

Dear Salil

LETTER OF APPOINTMENT

I am pleased to offer you the position of **Plant Controller** based in Bawal, India. In your position, you shall report to Navneet Dogra - Manager - Financial Control.

The terms and conditions of our offer are as follow:

Date of Appointment

Your start date is **September 22, 2015**.

Salary and Adjustment

On joining, your compensation and benefits will be as specified in the annexure. You will be governed at all times by the policies, procedures and rules of the company related to the salary, allowances, benefits and perquisites which are specified in this appointment letter. Further, the company may modify or change such allowances, benefits and perquisites from time to time in accordance with its policies.

Job Group

Your position is classified as Job Group 4. Positions are assigned to Job Groups according to the scope and impact of the position.

Duties and Responsibilities

You will have the responsibility for efficient, satisfactory and economical operations in the area of responsibility that may be assigned to you from time to time by the company.

You will act within the framework of the organizational structure, policies and directions laid down by the company from time to time.

Company personnel are full time employees and cannot undertake any other business, work or public office, honorary or remuneratory, except with the prior written permission of the company in each case.

Probation

This offer is conditional upon satisfactory completion of a probationary period of 6 months. This period enables both you and BD to establish whether the position meets your expectations and whether you meet the requirements of the position. At the end of the probationary period, provided that your performance has been found satisfactory, your appointment will be confirmed in writing by the

Becton Dickinson India Private Limited
Regd. Office : 204, Tolstoy House, 15, Tolstoy Marg, New Delhi-110 001, INDIA

*Supplied,
(SALIL TRIPATHY)*

Company. The terms and conditions of your employment will remain the same unless mentioned in the confirmation letter.

During the probationary period, employment may be terminated by either you or the Company giving 30 days' notice in writing or salary in-lieu of notice.

Joining Incentive

You will also be eligible for a one time joining bonus of **Rs.200,000/- (Rupees Two Lakhs Only)**, which will be paid to you along with your first month payroll. This payment will be subject to deduction of applicable taxes. The same amount will be 100% recoverable in case of severance of your employment with Becton Dickinson India Private Limited, voluntarily or involuntarily, before completion of 12 months from the date of this one-time payment.

Leave

In all matters not specifically covered by this letter, you will be governed by such rules as may be applicable to the employees of your category in the company from time to time. However, as per the current policies of the company, you will be entitled to an annual leave equivalent to **22 working days** per year after the completion of probation with the company. Sanction of annual leave will be subject to exigencies of the company's business. Casual / sick leave will be granted at the discretion of the management.

Retirement

Your services would come to an end automatically on your attaining the age of 58 (fifty eight) years only. Your date of birth as per the record submitted by you is **June 26, 1975**, which shall not be changed at any time in future.

You will also be liable to an early retirement, if you are found to be physically or mentally unfit to carry out your duties, by any Medical Officer appointed by the company for the purpose.

Termination Notice

BD maintains an employment at-will relationship with its employees. This means that both you and the Company retain the right to terminate this employment relationship at any time. Upon confirmation of your services, employment may be terminated by either you or the Company, giving **90 days' notice in writing or salary in-lieu of notice**.

On cessation of your employment with the Company, you must immediately return all properties of the Company, of its associated companies and its customers/clients

If at any time you shall, by your conduct, render yourself incompetent to perform your duties or if you are disobedient, intemperate, irregular in attendance, commit any breach of the terms of your employment of any of the stipulations, herein contained the company shall, without prejudice to any of its rights under the terms herein, terminate your employment forthwith without notice or payment, if any, then due to you.

In case you remain absent from your duty without prior express permission in writing of the company or if you proceed on leave without prior sanction or overstay the sanctioned leave without first getting it sanctioned, for a continuous period of eight days, your services would be liable to be terminated purely at the discretion of the company, without any further reference to you.

This appointment is being offered to you on basis of the particulars furnished by you in your application for employment. However, if at any time, it emerges that the particulars furnished by you were false/incorrect or if any material or relevant information has been suppressed or exaggerated, concealed, this appointment will be considered to be ineffective and irregular and would be liable for termination by the company forthwith without notice or salary in lieu thereof.

Further the company shall have the right to terminate the services of the employee without liability for compensation or damages, upon the happening of the following events:-

Salil Tripathi
(SALIL TRIPATHI)

- i. If the employee is unable or prevented, through incapacity or any other cause, for any period or periods exceeding 26 (twenty six) weeks in any period of 12 (twelve) consecutive months, from carrying out his duties; or
- ii. If the employee is convicted of any criminal/penal offense, other than an offense, which in the reasonable opinion of the company does not affect his position as an employee of the company.

Without prejudice to the rights of the Company or anything contained herein, all or whatever benefits and perquisites that are being enjoyed by the employee, by virtue of his employment with the Company shall be handed over/surrendered to the Company, a week before the relieving date as mentioned in notice (unless the company waives off this condition in writing), or by any other such date which the company might stipulate in the termination/relieving letter.

This appointment is in substitution for all previous appointments with the company, whether express or implied, between the company and the employee and the employee shall be deemed to have been terminated by mutual consent as from the date on which the employment under this appointment is agreed to commence.

Service Conditions

The company, may in its business interest, transfers you to any of its offices in India or abroad on such terms and conditions as are applicable to such transfer as per company rules. The company may place you on any assignment in any Unit/Department/Associate concern of the company, whether in existence of which may come into existence in future, in or out of your place of posting, as it may consider necessary in its discretion from time to time.

During the period of your employment with the company, you shall be governed by and bound by the service rules and regulations of the company and the amendments that may be brought into force from time to time and the rules governing business conduct and secret. You shall be governed by Conflicts of Interest Policy statement or any other amendments, rules and regulations of the company which may be brought into force from time to time. The company does not undertake, nor does it have any obligation to you whatsoever to provide or make available to you lodging facility or any furnishing or similar provision.

Any Income Tax applicable on your remuneration or any other payment made by the Company to you shall be borne by you and if required by law shall be deducted at source.

You shall not, except in so far as it is necessary and proper in the ordinary course of your employment, disclose to any person or organization by work of mouth or otherwise, any information as to the practice, technical data, know-how, plan, manufacturing process, businesses, business dealing or affairs of the company or its associates, or any other matters, whether directly or indirectly, which may come to your knowledge by reason of or during the course of your employment with the company or its associates. After you leave the employment of the company or your services are terminated for reasons whatsoever, you shall not put such technical data, know-how or special information etc., as referred earlier, to any commercial use, whether by yourself or on behalf of any other person or body corporate.

Upon leaving the employment of the company, you shall not take with you any document of whatsoever nature including any drawing, blue print or other representation or any data, tables, calculations, letter etc., pertaining to the business of the company or any of its subsidiaries/associates or affiliates of Group Company.

Validity of Contract

This contract is valid subject to satisfactory verification of your character, antecedents, testimonials and based on the details provided by you in the application form.

Any disputes arising out of and / or related to your employment with the company shall be subject to Delhi / Gurgaon jurisdiction.

Suraj Singh
(SALIL TRIPATHI)

Acceptance

This Offer Letter/ Appointment Letter constitutes our complete offer of employment to you. Any promises or representations, either verbal or written, that are not contained in this letter are not valid and are not binding on the Company.

This offer is contingent upon the completion of the following:

- i) Successful health evaluation
- ii) Satisfactorily background and employment reference inquiries
- iii) Approved work authorization

This terms and conditions of employment is governed by the laws of India.

On behalf of the Leadership team, I would like to welcome you to BD. We believe you will make outstanding contributions to BD India and are confident that this opportunity is one that will provide you with the kind of professional challenge you are seeking.

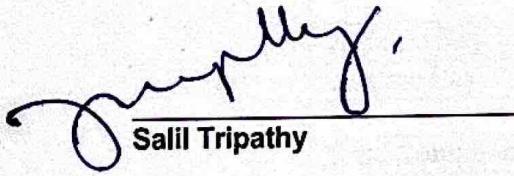
Please sign and return this letter to me, as acceptance of our offer. You may wish to keep a copy of this letter for your records.

Yours sincerely,

Ritu Kochhar
Director - Human Resources

OFFER AND ACCEPTANCE

This offer is hereby accepted as set forth on the preceding pages.



Salil Tripathy

16 - 09 - 2015

Date

Annexure (Private & Confidential)

COMPENSATION & BENEFITS SHEET

Salil Tripathy
Plant Controller

Total Compensation in INR per annum

<u>Compensation Details</u>	
Basic Salary	1,200,000.00
Allowances	
House Rent Allowance	720,000.00
Other Allowances	1,331,402.57
Conveyance Allowance	19,200.00
Reimbursements	
Medical	15,000.00
Retirement Benefits	
Provident Fund (12% of basic)	144,000.00
Gross per annum	
	3,429,602.57
Other Retiral Benefit	
Gratuity (as per rules/policy) - 5 year basis	121,702.05
Other Benefits	
Insurance Premium for Mediclaim & Personal Accident - as per policy	5,855.00
Variable Pay	
Variable Pay	492,840.39
Total Compensation	
	4,050,000.00

Entitlement / Coverage (Please refer to the policy for more details)

Mediclaim

- Self and 3 dependents (Spouse, Children or Parents) are covered @ INR 4.00 lacs per annum in total

Personal Accident

- Only for employee, your insurance amount is INR 15.00 lacs per annum

Variable Pay Target

- Payout depends on Individual, Country and Regional Performance.

Gratuity

- Gratuity shall be payable at the time of superannuation or earlier in case of resignation/termination of employment, provided the associate has completed 5 years of continuous service at the time of superannuation or resignation / termination of employment.
- Gratuity shall be calculated as follows -
(One month's basic + one month's other allowances)/26) * 15 * Number of years of service completed subject to a maximum of INR 1,000,000/-.

Telephone

- Telephone reimbursement will be as per company policy.

*Salil Tripathy
(SALIL TRIPATHY)*