

SABARIGIRI
10, HARICHANDRAR STREET, POLLACHI, COIMBATORE, TAMILNADU - 642001
COIMBATORE
TAMIL NADU

Date : 04-Dec-2023

Sub: Letter of Appointment at Ceasefire Industries Pvt. Ltd.

Dear **SABARIGIRI**,

We are pleased to appoint you at the position of **SR. FIRE SAFETY SPECIALIST - SALES**. You are required to join us on **04-Dec-2023**. You shall be a part of the **CSD** based at **CHENNAI CORPORATE** and shall be governed by the terms and conditions of this Letter/Agreement. You shall be governed by the policies, rules, processes, handbooks, and regulations of the Company as applicable and amended or altered from time to time during the course of your employment (the "Company Policies"). The Statutory Laws enacted by the local Authority, State or Central Government as applicable to company from time to time shall also be applicable to you.

1) Compensation:

You will be paid the Compensation as per enclosed annexure(s). The Company reserves the right to revise/re-structure your Compensation at any time in accordance with the terms of its Performance management system and Compensation Framework Policy.

2) E-Joining & Induction:

You will be a part of e-induction & training for 10 days post which a test will be conducted to evaluate your understanding of the company and products. In case of unsuccessful training, Company reserves the right to withdraw this offer of appointment and will not be liable to pay any Compensation for the training period.

3) Probation Period:

You will be on probation for an initial period of 6 months from the date of your joining. Thereafter, your employment may be confirmed, or probation period may be extended by the Company in its sole discretion. Upon completion of the probationary period, you shall be confirmed and shall acquire status of a confirmed employee until extension of probation is communicated in writing within 30 days from completion of probation period. Non-communication of extension of probation shall not mean automatic absorption in permanent employment of the company. Your services during probationary period can be terminated without any notice, cause or assigning any reasons thereof.

4) Professional Commitment:

All employees are required to comply with Company Policies, which shall be simultaneously communicated to you upon your joining of the company through our internal HR portal – HRMS. You are expected to read, understand, and keep yourself apprised of the same and also keep yourself updated about the changes/amendments carried out in the company's policies from time to time. In case of any questions in respect of the Company Policies, you may reach out to the HR team for clarifications.

5) Conflict of Interest:

a) During your employment, you will not engage yourself in any business, trade, avocation or activity or investment, without the prior written consent of the management. The employee at no point of time shall carry out any activity that:

- i) conflicts with the Company's business interests,
- ii) occupies your attention so as to interfere with the proper and efficient performance of your duties and obligations towards the Company, or
- iii) Interferes with the independent exercise of your judgment in the Company's best interests.

b) You will devote your entire time to the work of the Company and will not undertake any direct / indirect (including as an employee, independent contractor, consultant, principal, agent, director, joint venture party, partner, trustee, beneficiary etc.) business or work, honorary or remunerator except with the prior written permission of the Company in each case.

c) During your employment and for a period of 12 months from the cessation of your appointment with the Company howsoever caused (whether your employment is terminated by you or the Company and whether with or without cause), you will not solicit, induce or encourage:

- i) Any customer or vendor of the Company to move his existing business with the Company to a third party or to terminate his business relationship with the Company.
- ii) Any existing investor to become associated with or perform services of any type for any third party.
- iii) You yourself or any of your family member should not start any business which is similar to the business of the company

6) Non-Solicitation of Clients and Employees; Non-compete

EXTENSIVE RANGE OF FIRE EXTINGUISHERS | SPECIAL APPLICATION FIRE EXTINGUISHERS | MICRO ENVIRONMENT FIRE SUPPRESSION | FIRE SUPPRESSION SYSTEMS
KITCHEN FIRE SUPPRESSION SYSTEMS | FIRE ALARM SYSTEMS | FIRE PROJECTS | ANNUAL MAINTENANCE CONTRACT | FIRE TRAINING | REFILLING | ACCESSORIES

CEASEFIRE INDUSTRIES PRIVATE LIMITED

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CIN No. U29193MH2002PTC136108



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a) You agree that you will not at any time during your employment with the Company and the Restraint Period (i.e., the period of 12 months from the date of termination of your employment with the Company howsoever caused (whether your employment is terminated by you or the Company and whether with or without cause)):

i) either individually or through any Company controlled by you and either on your own behalf or on behalf of any person, directly or indirectly, canvass, solicit or endeavor to entice from the Company any client or customer(s) of the Company, or any person(s), who at any time during of your employment, are the clients or employees or customers of the Company, or had a relationship with the Company.

ii) either individually or through any Company controlled by you and either on your behalf or on behalf of any other person, directly or indirectly solicit for employment, or endeavor to employ or to retain as an independent contractor or agent, any person who is an employee of the Company as of the date of termination of your employment or was an employee of the Company at any time during the Restraint Period.

iii) Counsel, induce, interfere, or otherwise assist any person to do any of the acts referred to in sub- paragraphs (i) and (ii) of this clause.

b) You agree and undertake that you shall not accept, continue or engage in, whether directly or indirectly, through being on rolls of or as a consultant and / or third party outsourced and / or in-sourced and whether on a part time or full time basis, any job, profession, business, service or vocation of any kind whatsoever, which is in competition with the Company, whether individually or in a Company, firm, sole proprietorship or other entity, for a period of 12 months from the date of termination of employment with the Company.

c) You agree that since your employment will make you privy to sensitive and confidential data, including costing sheets, vendor and customer details, tender quotations etc, the restrictions set out above are reasonable & valid, and all defenses to the strict enforcement of this covenant by the Company are waived by you.

7) Intellectual property:

Any and all copyrightable works prepared by you within the scope of your employment by the Company will be works made for hire, that the Company will own all rights under copyright in and to such works, and that the Company will be considered the author of all such works. If and to the extent that any applicable jurisdiction should fail to deem any copyrightable work prepared by you during your employment with the Company to be a work made for hire owned by the Company, you hereby irrevocably assign to the Company all rights, title and interest in and to such work to the extent permissible under applicable laws.

8) New Inventions:

You will promptly and fully disclose to the Company any and all inventions, discoveries, designs, developments, improvements and trade secrets, whether or not patentable (collectively Inventions) that you solely or jointly (with the Company) may conceive, develop, reduce to practice or otherwise produce during your employment with the Company. Subject to the 'Notice' below, you agree to grant, and you hereby grant, transfer and assign to the Company all your rights, title and interest in and to such Inventions. You waive any claim towards the Company of any nature whatsoever that you now or hereafter may have for infringement of any patent application, patent, or other intellectual property right relating to any Inventions so assigned to the Company.

Notice: Your obligation to assign rights shall not apply to any Invention that:

a) Was developed entirely on your own time without using any equipment, supplies, facilities, or trade secret information of the Company.

b) Does not relate:

i) Directly to the business of the Company or

ii) To the actual or demonstrably anticipated research or development of the Company; or

iii) Does not result from any work performed by you for the Company.

c) You will assign to the Company or its designee all your rights, title and interest in and to any and all Inventions, full title to which may be required to lie in the India government by law or by any contract between the Company and the Indian government (or any of its agencies). It is clarified that unless expressly required by law, the Company is not required to designate you as an author of any design, computer program, process or related documentation, or other work of authorship assigned, nor it is obligated to seek your consent for any modifications here to or for any other acts in relation thereto. You accordingly waive any and all rights to authorship, including but not limited to any rights to identification of or claiming authorship of the aforementioned works, and all rights of approval of or limitations or modifications to the same and all rights to restrain or claim damages in respect of any distortion, mutilation, modification or other acts in relation to the aforementioned works of authorship.

9) Excluded and Licensed Inventions:

You must list and describe all Inventions that you are currently developing and all Inventions belonging to you and made by you prior to your employment with the Company that you wish to have those excluded from this Agreement. If no such list is provided, you represent that there are no such Inventions. As to any Invention in which you have an interest at any time prior to or during your employment, if you use or incorporate such an Invention in any released or unreleased Company product, service, program, process, machine, development or work in progress, or if you permit the Company to use or incorporate such an Invention, the Company is hereby granted and shall have an exclusive, irrevocable, perpetual, royalty-free, worldwide license to exercise any and all rights with respect to such Invention, including without limitation the right to protect, make, have made, use and sell that Invention without restriction and the right to sublicense those rights to others.

10) Documentation of Intellectual Property Rights:

To the extent permissible under applicable laws, you agree to execute, acknowledge, verify and deliver to the Company, or cause the same to be accomplished, any and all further documents required under applicable laws (including without limitation patent applications, certificates of authorship, and other instruments appropriate for the protection and enforcement of intellectual property rights throughout the world) that the Company may reasonably deem necessary or appropriate to carry out, evidence or effectuate the purposes or intent of this Agreement. If for any reason whatsoever you fail to execute, acknowledge, verify or deliver any such document reasonably requested by the Company, you hereby irrevocably appoint the Company and its duly authorized officers and agents as your agent and attorney in fact, to act in your stead to execute, acknowledge, verify and deliver any such document (as applicable) with the same legal force and effect as if done by you. In furtherance of this Agreement, you will testify at the Company's request and expense in any legal proceeding arising during or after your employment.

11) Leave Entitlement:

Your leave entitlement shall be as per the Company's Leave Policies formulated from time to time. Absence for a continuous period of four days without prior approval of your superior (including overstay of leave / training), would automatically terminate your services without any notice or intimation unless the Company communicates in writing to the contrary.

12) Collection of Company's Outstanding (Applicable for Sales Division)

12.1) You shall be responsible to collect the payment for the material supplied to the customer against the order procured by you, and the same shall be deposited in the office within 24 hours failing which it will be presumed that you have retained the collection willingly and the management shall be at liberty to take any punitive action, as it may deem fit, against you and shall also charge an interest @ 2% per month for the period you would have retained the money of the company with you.

12.2) In the event of your leaving the services of the company, the company shall recover the said amount, retained by you as mentioned in above clause, along with the interest from your dues which may become payable at the time of your leaving. In the event of your leaving you shall be responsible for collecting the payment of the outstanding for the goods supplied against the order procured by you failing which the same shall also be deducted from your full & final settlement.

12.3) Where after deducting the said payments from your dues if any amount still left to be paid by you to the Company then you shall pay such recoverable amount to the Company immediately on demand failing which the company shall take an action, both legal or otherwise, as it may deem fit to recover the said amount.

13) PSP Norms/KRA Criteria:

As an organization, we believe in providing continuous support to the employees during induction period, handholding period and subsequent months. This support will be provided through a Performance Support Program (PSP) from first month of your joining. You will be required to fulfill KRA criteria as defined in PSP clause which are a combination of both qualitative and quantitative norms. For further details of the policy, you may refer to the PSP policy as available on HR portal.

14) Working Days:

The Company works on a 24*7 environment and hence you may be placed on rotational shifts depending on your role, and exigencies of work.

15) Relocation /Transfer:

The Company may transfer you for work at any of the Company's other offices or its affiliates' offices, anywhere in India, whether existing or to be opened in future, as it may deem necessary. Refusal to obey transfer orders shall constitute gross misconduct and shall make you liable for stern disciplinary action, including dismissal from service.

16) Touring / Traveling:

You are liable to travel as required by the Company from time to time and you shall be governed by the Travel rule of the company applicable as of today or as amended by the company from time to time.

17) Role & Responsibility:

The Company may change your role & responsibility for work, at its discretion as it may consider necessary from time to time and in accordance with relevant Company Policy.

18) Bonus:

You shall be entitled for the Bonus as declared by the Company every year as per the Payment of Bonus Act.

19) Gratuity:

You shall be entitled to payment of Gratuity as per the Provisions of the Payment of the Gratuity Act, 1972.

20) Termination & Notice Period:

a) As per company policy, any existing Confirmed employee/ resigned employee will be required to serve stipulated notice period as per the table below:-

Notice period	Levels covered for Sales staff	Levels covered for Support staff
One month notice period	Frontline Business Development profile till Sr. Branch Manager level/ HOL level	All employees till Manager level
Three month's notice period	Assistant Regional Manager (ARM) & above level	All Senior Manager & above level

b) Your employment will also be governed by Company Policies applicable from time to time. The Company reserves the right to terminate your employment without cause with a notice as per above grid or by paying proportionate Basic Salary in lieu of any short notice.

c) In the event of your leaving the service during probation period, you are liable to pay an amount of Rs.7500/- to the company as training expenses which are incurred by the company towards imparting of training and orientation.

d) Your employment /Services can be terminated forthwith (for cause) in the event of misconduct (which includes but is not limited to non-adherence of or breach of this Agreement / Code of Conduct without notice.

e) If you wish to terminate your employment with the Company, you shall be required to serve applicable notice period as per entitlement or pay proportionate Basic Salary (excluding variable) in lieu of any short notice to the Company. The Company in this event will not be liable to pay any amount for the remaining notice period.

f) The company at its sole discretion reserves the right to extent /waive / reduce or accept pay in lieu of notice period.

g) On termination of employment you shall immediately:

- Deliver to the Company or as may be directed, all Confidential Information; and
- Return to the Company all equipment, security keys, and other property belonging to the Company.

h) The Company reserves its right to place you under suspension in case any act of commission or omission constituting misconduct or misdemeanor, any act subverting discipline or violating Company Policies or Detrimental to the reputation or goodwill of the Company or prejudicial to the business, interests of the Company, etc., is alleged against you or is committed by you. In case of suspension you will be bound by the terms and conditions as contained in the letter of suspension including direction to mark your attendance at the directed place at the allotted time. During the suspension period you would be entitled to the subsistence allowance at the rate of 50 % of the monthly Basic Salary, if otherwise not governed or regulated by any other applicable legal requirement.

i) Your full time appointment is subject to your being declared medically fit by the company authorized Medical Officer. The company reserves the right to have you medically examined again after your joining or any time during the course of your employment with the company

j) During the duration of your employment the company policies and handbook shall be applicable to you. The company reserves the right to modify, revoke or cancel any policy at any point of time at its sole discretion.

k) It is clearly understood and agreed to by you that the management has the inherent right to invoke 'lay-off' in the event of break down, stoppage or closure of business due to a natural calamity, disaster, epidemic or government imposed lockdown or other Force Majeure conditions, resulting in stoppage of production for reasons beyond the control of the company. In such circumstances, you shall be liable to lay off (as understood under the Industrial Disputes Act) for such period or periods as the situation may require. You shall be paid 50% your salary during the period of lay-off. It is further understood and agreed to by you that you shall remain bound by this clause irrespective of the provisions of Industrial Disputes Act or other laws in force. The Parties agree that this clause shall supersede the relevant provisions of the Industrial Disputes act or other law, nor shall you be entitled to challenge the same before any court or authority of competent jurisdiction.

l) Post resignation or termination of employment, the employee is not eligible for incentive, reimbursement or any other variable pay-out.

k) It is clearly understood and agreed to by you that the management has the inherent right to invoke 'lay-off' in the event of break down, stoppage or closure of business due to a natural calamity, disaster, epidemic or government imposed lockdown or other Force Majeure conditions, resulting in stoppage of production for reasons beyond the control of the company. In such circumstances, you shall be liable to lay off (as understood under the Industrial Disputes Act) for such period or periods as the situation may require. You shall be paid 50% your salary during the period of lay-off. It is further understood and agreed to by you that you shall remain bound by this clause irrespective of the provisions of Industrial Disputes Act or other laws in force. The Parties agree that this clause shall supersede the relevant provisions of the Industrial Disputes act or other law, nor shall you be entitled to challenge the same before any court or authority of competent jurisdiction.

l) Post resignation or termination of employment, the employee is not eligible for incentive, reimbursement or any other variable pay-out.

21) Restrictions for representing Company after relinquishment of service:

21.1) You shall not anywhere at any time after relinquishment of your services/employment either personally or through your agents, friends or relatives directly or indirectly represent yourself as being connected or interested in any way in the business of the Company.

21.2) You, in event of leaving the employment of the company, shall not for a period of 12 months from the date of such relinquishment enter in to the business identical to or competitive in nature to the business of the company. In event of you violating the said terms the company shall be entitled to initiate / press criminal proceedings, charges for recovery of the entire business losses suffered by the company, at present & in future, as the damages from you which you acknowledge and accept.

22) Retirement:

You shall automatically retire from the services of the Company on your completing the age of 58 Years or earlier if found medically unfit/unsound for the job assigned to you at the sole discretion of the Company. The age or date of birth as given by you in your Bio-data supported with birth certificate / Application of Provident Fund Record shall be identical and be treated as final and binding on you by the Company. The Company may at its sole discretion extend the period of employment beyond the age of superannuation on such terms and conditions as mentioned in company's retirement policy.

23) Confidentiality & Non-Disclosure

During your employment you will have access to confidential information relating to Company, shareholder, related and affiliated entities and client (collectively "Confidential Information"). Confidential Information shall include any confidential and proprietary information concerning or relating to the Company or the business of the Company, including but not limited to trade secrets, secret formulae, computer hardware, software programs and designs, databases, sensitive information regarding the Company, its shareholders, related parties, affiliated entities, vendors, employees and clients of the Company, specifications, financial and accounting information, customer and supplier details, correspondence, negotiations and / or contracts with customers and suppliers, market research or other reports pertaining to the Company, performance data, business plan and marketing strategies of the Company & research and development plans and expenditure, research databases and any other information or material that the Company in the future may indicate as confidential, or which may be prima facie confidential.

a) During your employment and at all times thereafter, you will neither disclose to anyone outside the Company nor use for any purpose other than your work for the Company any Confidential Information.

b) You will not disclose Confidential Information to other employees of the Company except on a 'need - to - know' basis.

c) If you have any questions as to what comprises such Confidential Information or to whom if anyone it may be disclosed, you will consult your manager immediately.

24) Company Property

a) You will be responsible for the safekeeping and return in good condition and order of all the property of the Company, which may be in your use, custody, care, or charge.. For the loss or damage of any property of the Company in your possession, the Company will have the right to assess on its own basis and recover the actual damages of all such material from you and to take such action as it deems proper in the event of your failure to account for such damages to material or property to its satisfaction.

b) You acknowledge and agree that you will have no ownership or interest in materials, data or information stored on or transmitted using the Company owned or the Company leased property or equipment, all of which shall be subject to access by the Company at any time without notice. When your employment by the Company ends or expires, you will immediately return to the Company all documents, notes, manuals, specifications, designs, pictures, devices, code, email, documents, CDs and tapes created during or related to your employment with the Company, as well as any other material in any form or media containing any Confidential Information. You will also return all keys, access cards, credit cards, identification cards and other property and equipment belonging to the Company.

25) Indemnity:

You shall indemnify the company for all the losses caused to the company, which shall be recoverable from you.

26) Jurisdiction:

That it is agreed by both parties (Employee and Company) that only the Delhi/ New Delhi Courts shall have the exclusive jurisdiction in respect of any matter, claim or dispute arising out of or in any way, relating to this letter.

27) General:

- a) You are appointed on the basis of your educational qualification, background, certification, and prior experience mentioned by you in your application / personal information form/resume and contingent on us receiving a positive reference check from your previous employers. In case the facts mentioned by you in your application and during the course of your interview are found to be incorrect and unsatisfactory, it will result in termination of your appointment without any notice or salary in lieu thereof.
- b) You will inform in writing to the Company any change of address or details impacting statutory benefits within a week from the change of the same, failing which, any communication sent on your last recorded address shall be deemed to have been served to you.
- c) The designation assigned to you may be revised depending upon work assignments/responsibilities being undertaken from time to time or as per Company's structural changes.
- d) You will comply, and do all things that may be necessary for the Company to comply, with the laws and regulations of the central government and all the state governments under which the Company does business, and with provisions of contracts between any such governments and the Company that relate to intellectual property.
- e) In case of any dispute between the parties, you are bound to first exhaust the remedy provided under the handbook. It shall only be the courts at Delhi/ New Delhi, which shall have the sole jurisdiction to entertain any dispute or claim arising out of this contract or your terms of employment. This agreement is subject to the laws of India.
- f) The terms of this Agreement detailed above are strictly confidential and should be treated as privileged information between you and the Company.
- g) In the event any clause or part thereof of this agreement is held to be unenforceable or invalid then said clause or part shall be severed and struck off and all remaining provisions shall remain in full force and effect.
- h) You acknowledge that the Company has provided you with a reasonable opportunity to review this Agreement and you accept & acknowledge that you understand the terms and conditions mentioned above.

We look forward to having you contribute to our business growth and wish you all the best in your new assignment. Please return us a signed copy of this letter as a token of your acceptance to the above Agreement on Date. In the meantime, do not hesitate to call us, if you have any questions.

FOR CEASEFIRE INDUSTRIES PRIVATE LIMITED



Arnab Kumar Das
Human Resource

Encl.:- Annexure A

Annexure A
SALARY STRUCTURE

NAME: SABARIGIRI
DESIGNATION: SR. FIRE SAFETY SPECIALIST - SALES
LOCATION: HYDERABAD FSS
DOJ: 04-Dec-2023

Particular	Amounts(Rs.)
Fixed Component	
Basic	15000
House Rent Allowance	7500
City Compensatory Allowance	1946
Advance Statuary Bonus	2509
Sub Total A	26955
Reimbursement	
Sub Total B	0
Variable Component	
Monthly Performance Linked Reimbursement *	6083
Performance Linked Reimbursement **	11230
Sub Total B1	17313
Annual/Retirement/Statutory Components	
Provident Fund	1800
Gratuity ****	722
Sub Total C	2522
Total Salary Package (A+B+B1+C)	46790
Total Salary Package Per Annum	561480

Deductions	Monthly TH	Annual TH
Provident Fund	1800	21600
Employee Welfare Trust	150	1800
Total	1950	23400
Total TH	31088	403164

Medical Insurance: Benefits available for self and family including spouse and upto 2 kids.

Leave Encashment: As per company's leave policy.

LTA: To be claimed post completion of 1 year of service with the company.

Medical Reimbursement: Medical Reimbursement can be claimed quarterly subject to submission of bills .

*Qualitative Performance Incentive /Reimbursement subject to achievement of the given objectives as per existing policy.

**Variable Incentive/ Performance Linked Reimbursement (PLR) is applicable as per company's policy. Actual amount may vary depending on the performance.

***Ex-Gratia / Statutory Bonus : Subject to completion of 1 year from date of joining.

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Connect SERVICES
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****Gratuity: As per the Provisions of the Payment of the Gratuity Act, 1972.

Note:-All taxes are applicable as per law.

With Best Wishes

FOR CEASEFIRE INDUSTRIES PRIVATE LIMITED



Arnab Kumar Das
Human Resource

Acceptance:- Confirm having Received, Read, Understood And Accepted

Signature:

Place:

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