**APPOINTMENT LETTER REGARDING APPOINTMENT AS COMPANY SECRETARY**



**Small and Medium Enterprises Development Authority Ministry of Industries & Production**

**Government of Pakistan**

**www.smeda.org.pk**

**HEAD OFFICE**

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**JUNE, 2018**

**INTRODUCTION OF SMEDA**

The Small and Medium Enterprise Development Authority (SMEDA) was established with the objective to provide fresh impetus to the economy through the launch of an aggressive SME development strategy. Since its inception in October 1998, SMEDA had adopted a sectoral SME development approach. A few priority sectors were selected on the criterion of SME presence. In depth research was conducted and comprehensive development plans were formulated after identification of impediments and retardants. The all-encompassing sectoral development strategy involved overhauling of the regulatory environment by taking into consideration other important aspects including finance, marketing, technology and human resource development.

After successfully qualifying in the first phase of sector development SMEDA reorganized its operations in January 2001 with the task of SME development at a broader scale and enhanced outreach in terms of SMEDA’s areas of operation. Currently, SMEDA along with sectoral focus offers a range of services to SMEs including over the counter support systems, exclusive business development facilities, training and development and information dissemination through a wide range of publications. SMEDA’s activities can now be classified into the three following broad areas:

1. Creating a Conducive Environment; includes collaboration with policy makers to devise facilitating mechanisms for SMEs by removing regulatory impediments across numerous policy areas.
2. Cluster/Sector Development; comprises formulation and implementation of projects for SME clusters/sectors in collaboration with industry/trade associations and chambers.
3. Enhancing Access to Business Development Services; development and provision of services to meet the business management, strategic and operational requirements of SMEs.

SMEDA has so far successfully formulated strategies for sectors, including fruits and vegetables, marble and granite, gems and jewelry, marine fisheries, leather and footwear, textiles, surgical instruments, transport and dairy. Whereas the task of SME development at a broader scale still requires more coverage and enhanced reach in terms of SMEDA’s areas of operation.

# DISCLAIMER

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**APPOINTMENT LETTER REGARDING APPOINTMENT AS COMPANY SECRETARY**

**(To be on Company Letterhead)**

Mr.\_\_\_\_\_\_\_\_\_\_\_\_\_ son of\_\_\_\_\_\_\_\_\_\_

Resident of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Subject: Appointment as Company Secretary**

Reference your application dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the post of Company Secretary in M/S.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (write name of the company) and your interview dated\_\_\_\_\_\_\_\_\_.

We are pleased to inform you that you have been selected to be appointed as a company secretary in our company subject to following terms and conditions:

1. That your appointment shall be for a period of three years from the date on which you take charge of the post on or before \_\_\_\_\_\_\_\_\_\_\_\_ (enter date).
2. That you shall be entitled to a monthly salary and other emoluments during the period of your employment with the company as follow:
3. Basic Pay: Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
4. Utilities: Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
5. Conveyance Allowance Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. That in addition to the above salary you shall also be entitled to receive other emoluments and allowances as may be admissible to you in accordance with the service rules and employee policies for the time being in force of the company.
2. That you shall be entitled avail leave of absence with pay for a period not exceeding \_\_\_\_\_\_\_ months in each year during the tenure of your office besides other privileges available to the officer of the company as per the service rules and employee policies for the time being in force of the company.
3. That you shall abide by all the rules, regulations or policies of the company that are in force for the time being.
4. That your employment shall be subjected to a probationary period of three months. Upon satisfactory completion of the probation period your employment shall stand confirmed unless otherwise informed by the company.
5. During probationary period your employment shall be subject to termination by you or the company without service of any notice or payment of any compensation in lieu of such notice.
6. Following confirmation of your employment any party hereto may terminate the employment by giving to the other party not less than \_\_\_\_\_\_\_\_\_\_\_\_ calendar months’ notice in writing.
7. That payment of salary unto you shall be subject to deduction of applicable taxes as may be imposed by the federal or provincial government as the case may be.
8. On termination of this Agreement, the Employer shall pay to the Employee all payments and entitlements due for provident fund, insurance, pension rights and gratuity payments, if any, as per the applicable company rules and policies.
9. Upon completion of the employment term in terms of this letter and to the satisfaction of the management about your performance your employment contract may renewed for such further period as the management may deem appropriate.
10. That you shall perform your duties to the best of your abilities to protect and promote the interest of the company.
11. That you shall not divulge any information pertaining to the business of the company that is declared as confidential. That you hereby further agree that non-disclosure or withholding of material information that would otherwise have resulted in the company not entering in to this Agreement shall result in this Agreement being null and void and may, at the discretion of the Employer, lead to prosecution under the relevant civil and criminal laws of Pakistan.
12. All notices hereunder to be effective, if they are meant for the company, be sent by registered post at the following address:

### \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (enter name of the company)

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (enter address of the company)**

and if they are meant for you, be sent by registered post at the following address:

##### **«Title».** (Name)

##### **Address……………**

##### **City…………………...**

or to such other address as the addressee shall hereafter have notified to the other party in writing as the address for services of notices.

1. Acceptance of **Terms and Conditions**:
2. This Letter of Appointment is conditional subject to your acceptance of the terms and conditions as stated above.
3. You shall sign this letter in token of your acceptance of the said terms and conditions by (date). After this date this Letter of Appointment will be invalid.
4. The terms and conditions mentioned in your Appointment Letter be treated as **Confidential**.

### \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (enter name of the company)

## ………………

Chief Executive Officer

#### ACCEPTANCE

I, **Mr.\_\_\_\_\_\_\_\_**(name)**«LastName»** hereby declare that I fully accept the terms and conditions of employment as set out in my Appointment Letter, of which this is a true copy.

Signature

Acceptance Date:

Joining Date: