



Ref: HR/HO/APL/5298/2021

Date: 13/04/2021

**Mr. Shubham Pandit Bade**  
**Vill.- Warni, Shirur Kasar,**  
**Beed, Maharashtra - 413249.**

### APPOINTMENT LETTER

**Dear Mr. Bade,**

With reference to your application for employment and subsequent interview with us, we are pleased to offer you an appointment in the services of the company on the following terms & conditions:

1. You will be designated as "**Assistant Manager**"- **Quality Assurance** in "**Unit I**".
2. Your appointment will be commencing from the Date of Joining the duties i.e. **03.03.2021**.
3. Your annual gross salary shall be **Rs. 4,80,000 (Rupees Four Lakhs Eighty Thousand Only)** per annum. However, the management reserves the right to bifurcate the salary merging or bifurcating with any other allowance/allowances from time to time without giving any notice.
4. You shall be functionally reporting to the **Unit Head** or the person nominated by him.
5. Your place of posting will, at present, be at **Siyana**. You are liable to be transferred to another branch, shift, post or place or to sister or associate or any other concern whether in existence or which may come in to existence hereafter. Your terms and conditions of service and the emoluments will not be adversely affected when you are transferred to sister or associate or any other concern. When required to work in the sister concern during your normal working hours, no additional payment will be made for such work. It will be your responsibility to make agreements for your residential accommodation / other arrangements, if any. Also the management can shift the place / places of working anywhere in India and in that event you will have to make compliance for working at the new place of work and your salary and other benefits will remain intact. Also the management can shift the premises anywhere in India and you will report for work at the shifted place. On transfer the premises anywhere in India and you will report for work at this shifted place. On transfer you will be paid wages as per the minimum rates either



fixed and/or revised by the prescribed authority under the Minimum Wages Act of that state which may be lesser or higher than your wages being drawn at the time of the transfer.

7. In the first instance you will be on probation for a period of six months from the date of your joining, where after the probation period may be either extended at the discretion of the management or may be dispensed with either earlier or on completion or thereafter till confirmation. Unless confirmed in writing you will be deemed as probationer after the expiry of the initial or extended period of probation. Your services are liable to be terminated without any notice or wages in lieu thereof during the initial or extended period of probation.
8. After confirmation, your services are liable to termination at one month's notice on resignation or forfeit one month's gross Salary. In case you are incapacitated by illness, accident or any other cause and cannot perform your duties, the company may at its option grant leave for reasonable time on full pay or half pay or without pay or terminate your services. Also, if you are found suffering from any infectious/contagious diseases, the company may at its discretion to terminate your services.
9. You shall bear your own taxes that shall be deducted from your salary and/or other dues. For going on duty outside place of employment, you shall be governed by TA/DA rules of the company, if applicable in your case.
10. That during the course of employment, you will not apply or seek employment elsewhere without written permission from the management and in case it is so detected about your seeking of employment, it will amount to breach of trust on your part.
11. That on cessation of your employment with us, you will be under an obligation not to join, for period of six month, any competitor unless written permitted by the management.
12. You will work under the supervision of such officers as may be decided upon by the management from time to time. You shall diligently and satisfactorily carry out instructions given to you by your superiors in connection with the work assigned to you to the best of your skills and ability.



13. You must be punctual during your employment and should adhere the attendance and leave policy etc. However if it is not followed by you at any point of time then disciplinary action will be initiated.

14. You will employ yourself efficiently to the best of your ability, will devote your whole time to the work of the organization and will not engage yourself directly or indirectly either honorary or on remuneration in any service, trade, business, vocation or occupation (including agency of an insurance company or in advisory capacity). Also, you will not appear in any examination or attend classes without prior and written approval of the management.

15. Any notice, memo or other communication required or permitted hereunder by either party shall be effective and shall be deemed to be received.

- (a) Upon delivery when delivered by hand. (Refusal to receive any communication sought to be delivered personally will amount to insubordination).
- (b) Upon delivery, if sent by an express courier with a reliable system for tracking delivery to the address mentioned hereinabove.
- (c) Sent by certified or registered mail, postage prepaid, return receipt requested, to the address as mentioned hereinabove.
- (d) Upon delivery if sent to the email address mentioned on the employment application from of the candidate.
- (e) Upon verbal communication or SMS sent on the mobile contact number provided by the parties.
- (f) When transmitted, if sent by confirmed facsimile.

It will be your duty to intimate in writing to the management whenever there is any change of your address. Also, you will not refuse to accept any communication as offered to you for personal delivery.

16. During your employment with the company, management may use your personal Email ID for any official communication which will be deemed lawful communication to you. However you are prohibited to use your personal email id for business purposes / communication during your course of employment. In case of any urgency, the personal email id can be used subject to the prior approval by the Management.



17. You are not allowed to collect any payment in cash from the trade market on behalf of the company. All payment is to be collected by "Account Payee" Draft / Cheque drawn in favor of the company which must be deposited with the company immediately.
18. You shall be responsible for the safe keeping and returning in good order of all the properties such as Laptop / Computer, Mobile, SIM, Data Bank, Dongle, ID Card, Company Vehicle, Petro Card, POS, Stock etc. which may be in your possession, custody, care or charge. The management shall have the right to deduct the money value of such thing from your salary/dues and take such other actions as it deems fit in the event of your failure to account for such properties whether during the course of service or otherwise.
19. Absence for a continuing period of 8 days including absence when leave though applied for but not granted and when over-stayed for a period of 8 days would make you to lose your lien on the service and the same shall automatically come to an end without any notice or even intimation. In such eventuality, the management will draw an irresistible presumption that by remaining absent continuously and unauthorized, you have abandoned your job.
20. Earned leave shall be allowed as per law. Grant of leave will depend on the exigencies of work and shall be at the discretion of the management. Before proceeding on leave, you will have to apply for leave 15 days in advance to the appropriate authority and seek the prior sanction of leave. Similarly, for extension of leave, an application will have to be made in advance so as to reach positively before the expiry of leave originally granted. Mere submission of application will not mean that the leave has been sanctioned. The casual/sick leave will be given as provided under the law depending upon the justification of the ground for availing of leave and the genuine medical certificate supported with the application of leave. Entitlement of sick leave, when covered under the ESI Act will be only when your application will be supported by ESI slip. The management will be within its rights to get you medically examined to verify your alleged sickness.
21. You will be bound by rules and regulations enforced by the management, from time to time in relation to conduct, discipline leave, holidays or any matter relating to service conditions which will be deemed as rules, regulation and orders in the part of these terms of employment. The management reserves the right to modify, alter or delete the existing service rules or to introduce fresh service rules which will be binding upon you.



22. During the tenure of service, you will keep your emoluments secret from other members of this organization and will treat all information coming to you as strictly confidential and the information contained in all documents and papers and other matters relating to the company will not be divulged by you to any person other than those of the management.
23. You shall not take any paper, books, computer software, material, documents or any other property of the organization out of the work premises, nor shall you in any way at any time/s disclose, divulge to anybody or make public any information or matter concerning the activities, accounts, transactions, dealings, trade/business secrets, or information relating to or of the organization or its business or otherwise, whether the same may be confided in you or become known to you in the course of your employment or otherwise, not only during your service, but even after you cease to be in the services of our organization. You shall be responsible for and shall take proper care of all the books, computer software, materials, documents or any other property, etc., generally and specifically entrusted to you.
24. Your increments/promotion and demotion which includes no increment will depend at the sole discretion of the management depending upon your efficiency, intelligence, regular attendance, sense of discipline, loyalty and good behavior and also subject to the prosperity of the organization.
25. In case you are charged with any act of misconduct, you may be suspended from service pending enquiry. During suspension period, you will be entitled to 50% of your basic salary toward suspension allowances subject to your marking of attendance on the working days at any time during working hours. While claiming suspension allowance, you will give an undertaking or affidavit every month in writing that you were neither employed nor self-employed during such period.
26. That in case of resignation, the management reserves the right to accept it with immediate effect whereas during that period, you will not join any organization without written permission of the management.
27. That on resigning from the job, you will be required to give one month advance notice and acceptance of one month salary in lieu of notice will be at the discretion of the management.



28. All disputes arising in connection with this appointment letter shall be settled, if possible, by amicable negotiation of the parties, if the matter is not resolved by amicable negotiations within twenty (20) business days or such later date as may be unanimously agreed upon, then the dispute shall be submitted to arbitration before the sole arbitrator to be appointed by the Managing Director /Director in charge. The arbitration shall be conducted in accordance with the provision of the Arbitration and Conciliation Act 1996, as amended from time to time. Arbitration shall be held at Noida.

29. During the defined / written working hours if there is any mishap or untoward event occurred which is not expected or designed which may result in to partial or total disablement or could be fatal, any employee who will be victim of such accident, he/she or his/her dependents will be entitled to get compensation under Employees' Compensation Act, 1923. However, if an employee is member of the ESI then such obligation will be on part of the ESI Corporation. The compensation against the above will solely be depend on the clearance of medicals that the sufferer / victim is not under the influence of any drugs / alcohol etc. during the accident.

30. It is to be notified that this establishment is covered by the Maternity Benefits Act, 1961 as amended in 2017 and the eligible employees will have to adhere the norms of the above act and entitled to every benefit accruing under this Act. The abstracts of the Maternity Benefits Act have been exhibited in the conspicuous place of the establishment. However, the employee who will be covered by ESI would avail such benefit from the ESIC.

31. That no earned leave even due will be sanctioned during one month notice period on termination by the management or during one month notice period on resignation from the job.

32. Your appointment and continuance in employment will always be subject to your being found medically fit and the management will have the right to get you examined/re-examined from any registered medical practitioner/ surgeon, whose finding shall be final and binding upon you. Your non-appearance for medical examination will be treated as non-cooperation to the management and your services are liable to be terminated without any notice or notice pay in lieu of notice.

33. You will automatically retire without any notice on your reaching age of 58 Years as per the record mentioned in Adhaar Card / Passport. However your continuation in the services will be considered subject to the prior approval of the Management and thereafter the



new/fresh employment under the retainer-ship contract.

34. This appointment is based on the information giving by you to us in your employment/personal data form and otherwise, and shall be considered null and void if a material error/suppression or false detail is discovered therein any time. In that eventuality, the management can recover the payment made to you towards your remuneration during employment.
35. You shall not misuse the Company provided SIM card /mobile number, Company Email ID, Petro Card etc. at any cost and will strictly adhere the company policy pertaining to above and failing to that will attract disciplinary action against such misconduct.
36. Your appointment in the services is subject to the authentic documents towards the Police Verification submitted by you.
37. If any declaration given or furnished by the employee to the employer in any document submitted for employment proves to be false or if the employee has willfully suppressed any material / information, the employee will be liable to be terminated without notice.
38. Beside above conditions, you will abide by the service rules/regulation or standing as in operation besides office orders which are issued from time to time. The service Rules/Regulation can be modified / replaced by the certified standing orders which will be binding upon you.

In case the terms and conditions are acceptable to you, please sign the duplicate of this letter in token of your having understood and having accepted the same and return the same.

**Thanking You,**

**Y.S. Rathore**

**(AVP – HRD & Admin)**

**Declaration**

**I have read/understood the above terms and conditions are agreed to abide by them.**

**(Terms & Conditions Accepted)**

Signature:

Date: