

SEPC/APPOINT/03/2020
 12th March, 2020

MR.MD UMER

Nimtalla, Burnpur,
 Dist. – Burdwan,
 State – West Bengal
 Asansol - 713 325.

Dear Md Umer.

APPOINTMENT LETTER

With reference to your interview with us, we are pleased to appoint you in our organization with effect from **12.03.2020** under the following terms and conditions:-

Remuneration details:

Your designation and salary structure will be as under:-

DESIGNATION : ENGINEER – PLANNING

| Components | Monthly CTC | Yearly CTC |
|------------------------------------|--------------------|-------------------|
| Basic | 16,000 | 1,92,000 |
| HRA | 4,800 | 57,600 |
| Educational Allowance | 200 | 2,400 |
| Special Allowance | 250 | 3,000 |
| Telephone & Internet Reimbursement | 1,500 | 18,000 |
| Books & Periodicals | 1,000 | 12,000 |
| Sub Total (A) | 23,750 | 2,85,000 |
| PF Employer Contribution | 1,920 | 23,040 |
| Bonus | 1,000 | 12,000 |
| Sub Total (B) | 2,920 | 35,040 |
| Total CTC (A) + (B) | 26,670 | 3,20,040 |

The Management reserves the right to change the different components/allowances in the total emoluments package, at its own discretion at any time in future. All the above payments will be made to you, subject to deduction of tax at source at applicable rates.

Contd...2..

Shriram EPC Limited

Regd. Office : 4th Floor, 'Sigapi Achi Building', No.18/3, Rukmani Lakshmi Pathi Road,
 Egmore, Chennai - 600 008. Ph : +91 44 4900 5555, 4901 5678 Fax : +91 44 4901 5655
 E-mail : info@shriramepc.com, website : www.shriramepc.com
 CIN : L74210TN2000PLC045167



1. Probation Period:

You will be on probation for a period of six months from the first of the calendar month following the date of your joining, after which you will be confirmed if your work is found satisfactory. The probation period can be extended if found necessary. You shall continue to be on probation, till your services are confirmed in writing by a letter of confirmation.

2. Medical Fitness:

Your being declared and remaining medically fit by a Medical Officer or by a Doctor specified by the Company. The Management has the right to get you medically examined by any certified Medical practitioner during the period of your service. In case you are found medically unfit to continue with the job, you will lose your lien on the job.

3. High Standard work:

The Company will expect you to work with a high standard of initiative, efficiency and economy. You will comply with the duties, directions and instructions assigned or communicated to you by the company and those in authority over you.

4. Non Disclosure:

You will devote whole time and attention to your duties to promote the interests of the Company and you will undertake herewith not to divulge or utilize any information, which may become known to you in the course of your duties concerning the Company's trade secrets or affairs.

5. Confidentiality

You undertake and agree, that in consideration of the employment with the Company and the remuneration that you shall receive during the employment, that you shall abide with the following;

- a. You will not, either directly or indirectly, both during and after the Term, without the Company's prior written permission, disclose, divulge, disseminate, publish, lecture upon, sell or transfer to any Person, or permit any Person to examine or make copies of, any documents, writings, drawings, materials or records that contain or are derived from any Confidential Information
- b. You will comply, and do all things necessary to permit the Company to comply, with all applicable laws and with the provisions of contracts executed by the Company relating to intellectual property or to the safeguarding of information, including the signing of any confidentiality agreements required in connection with the performance of his duties and function.
- c. Confidential Information shall be solely and absolutely vested in and owned by the Company and you shall not have or claim any right, title or interest therein.

6. Professional Ethics:

You will not, without previous written permission of the company, carry on any business or engage yourself in the services or employment of any other Company/Firm/Person.

7. You will keep the Company informed of any change in your residential address.

8. Job Prioritisation:

You will be required to attend to your work according to the exigencies and urgency of the various jobs, from time to time and you will adhere to the requirements of the Company.

9. Service Conditions:

You will be governed by the service conditions, regarding leave, bonus, incentive etc, applicable to the employees of the company as mentioned in the employment agreement and as amended from time to time and you will abide by the same as well as by the terms of the undertaking on confidentiality and non-competition.

10. Training

You may be selected and sponsored by the Company for familiarization / training assignments with our technical collaborators or any other institutions / organizations in India and / or abroad. You will diligently and beneficially take part in the training and such assignments. The cost of any such training shall be borne by the company and you may be required to sign a Service Bond for a minimum time for which you will serve the company. The company can recover the liquidated damages on the event of your voluntary resignation before the time as mutually agreed upon in the bond.

11. Transfers:

The company reserves the right to transfer you to any of our offices/ factories/ establishments/ Group companies, whether now in existence or to be set up hereafter.

12. Prohibition of Individual assignments

You are required to engage yourself exclusively in the work assigned by the Company and shall not take up any independent or individual assignments (whether the same as part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head. You will avoid any such issue which may result in a conflict between your personal interest and the interest of the company in dealing with suppliers, customers and all other organizations or individuals doing or seeking to do business with the company.

13. Safe custody of properties

You will be responsible for the safe keeping and return in good condition and order of all the properties of the company that may be in your use, custody, care or charge. For the loss of any property of the company in your possession, the company will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction. You will hand over the charge of letter of Authority or Power of Attorney issued to you or any property / material of the company in your possession at the time of cessation of your employment with the Company.

14. Disclosures

You will disclose to us forthwith any discovery, invention, process or improvement made or discovered by you while in our service, and such discovery, invention, process or improvement shall belong absolutely to and be the sole and absolute property of the Company. If and when required to do so by the Company, you shall at the Company's expense, take out or apply for the Patent, Licenses or other rights, privileges or protection as may be directed by us in respect of any such discovery, invention, process or improvement so that the benefit thereof shall accrue to us and you will execute and do all instruments, acts, deeds and things, which may be required by us for assigning, transferring or otherwise vesting the same and all benefits arising in respect thereof in our favor or in favor of such other person or persons, firms or companies, as we may direct as the sole beneficiary thereof.

15. Non - Compete

During the Term and for a period of at least three years after the Term of your employment, you shall not directly or indirectly carry on, assist, engage in, be concerned or participate in any business/activity (whether directly or indirectly, as a partner, shareholder, principal, agent, director, affiliate, employee, consultant or in any other capacity or manner whatsoever) which is similar to the business of the Company nor engage in any activity that conflicts with the Employee's obligations to the Company.

16. Ultravires acts

You will not enter into any commitments or dealings on behalf of the Company for which you have no express authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company or those in authority over you.

17. Indebtedness

If you become indebted to the Company for any reason, the Company may, if it so elects, set off the whole or part of such outstanding amount from any amount due and payable by it to the Employee (by way of remuneration or otherwise).

18. Voluntary Termination

If you absent yourself without leave or remain absent beyond the period of leave originally granted or subsequently extended, you shall be considered as having voluntarily terminated your employment without giving any notice unless you return to work within 8 days from the commencement of such absence and give an explanation to the satisfaction of the Management regarding such absence.

19. Termination with notice

Your services are terminable with **Thirty days' notice** on either side. However, the Company may at its discretion choose to terminate your services with Thirty Days Pay in lieu of notice period.

In the event of any Disability, there shall be an automatic and immediate termination of the employment without the Company being duty bound to give any notice of the same.

20. Termination without notice:

The Company shall have the right to terminate your service without notice, if the information given by you at the time of interview or given in the application is found incorrect or in case of any serious misconduct by you during your employment with the Company. The Company will also have the right to terminate you without notice if it is found that you are not complying with any instructions issued by your superior officer or in the event of any breach of the terms & conditions of this Employment Letter.

21. Harassment and Discrimination

The Company considers harassment and discrimination of any nature to be an unacceptable form of Behavior, which is not tolerated under any circumstances. All people have the right to work in an environment that is free from harassment and discrimination. Disciplinary action will be taken against anyone found to be guilty of harassing or discriminating against a fellow employee that may result in termination of employment.

22. Rules & Regulations

You will be covered by the service rules and regulations including conduct, discipline and administrative orders and any such other rules or orders of the Company that may come in force from time to time.

23. Ethics & Code of Conduct

You shall be required to sign and abide by the Policy on Ethics & Code of Conduct with the Company and shall undertake to sign such declarations that the Policy may demand from time to time.

24. Others

You are required to open/maintain a bank account with AXIS Bank or such other bank as specified by the company to enable us to process your salary and credit the same therein. You are also required to disclose your Permanent Account Number (PAN) under Income Tax along with a copy of the same, to enable us to have a record of the same.

You are requested to sign the duplicate copy of this letter as a token of your acceptance of the above terms and conditions, and return.

Thanking you,

Yours faithfully,

For **SHRIRAM EPC LIMITED**


(T. SHIVARAMAN)
MANAGING DIRECTOR & CEO