

VAT/HRD-CON//268/2020-21

July 12, 2021

Mr. Md. Umer

37 2, Satadanga Nim Tala,,
Burnpur , Bardhaman,
Asansol,
West Bengal,
713325.

Dear Mr.Md. Umer,

SUB: ENGAGEMENT LETTER

With reference to your application and the subsequent discussions you had with us, we have the pleasure of availing your services as **Consultant** in our organization, VA Tech WABAG Limited, on the terms and conditions of this Engagement Letter and the Company Rules and Policies as may be applicable for Consultants from time to time including any amendment and/or modification thereof:

This engagement letter is valid from your commencement of your joining and shall be valid for a period of **24 Months** , unless terminated under the terms and conditions of this Engagement Letter.

REMUNERATION AND TAXES

1. You will be paid monthly Consultancy Fees as follows:

(A) Consultancy Fees	:	INR	44500 P.M.
(B) Insurance			
• Medclaim (hospitalization)	:	INR	916 P.M.
• Personal Accident Insurance	:	INR	139 P.M.
• Life Coverage thro' insurance	:	INR	108 P.M.
Total Consultancy Fees	:	INR	45663 P.M.

The Consultancy fees shall be inclusive of all benefits and you shall not be entitled to any other remuneration or amounts other than as mentioned in this Engagement Letter.

Sustainable solutions, for a better life

Payment of remuneration as hereinabove stipulated shall be subject to tax deductible at source (TDS) as per the Income Tax Act, 1961 and other statutory deductions as may be applicable from time to time during the term of service hereinabove set out. You shall obtain necessary tax registration as may be applicable and intimate to us.

2. TITLE FOR REPRESENTATION

- a. Considering the business requirement and importance of your representation of our Company to third parties including our Customers, you shall be entitled to represent the Company under the name and title of **Senior Engineer - QS (Site- Patna)**.
- b. During the term of service, the Consultant shall be an independent contractor and not an employee of the Company. The Company undertakes no liability for taxes, duties or other contributions payable by the Consultant in regard to the on the payment (consultancy fees) made under this Engagement Letter.
3. The payments made as per this Engagement Letter shall be inclusive of all taxes including Goods and Service Tax as applicable and no additional costs and expenses shall be borne by the Company, unless specifically mentioned/granted by the Company.

The Company shall not be responsible to pay any kind of costs and expenses, which the Consultant is supposed to bear in his private capacity. Further the Company shall not be responsible for any of the past liabilities of the Consultant, which has arisen prior to this Engagement Letter.

WORKING HOURS & LOCATION

4. You shall be provided office space for your functioning as Consultant with us. The working hours shall be as per the Company Rules as set forth for Consultants by the HR Department. You will be governed by the working hours, days of work, holidays and other conditions of service as per the Company Rules for Consultants. There may be occasions when you have to work beyond normal working hours/day due to exigency of Company's business and you shall not be entitled to claim any extra payment.
5. You shall, unless prevented by ill health, devote [such of your/full] time and attention to the services to be performed by you for the satisfactory completion of the assignment / project assigned to you from time to time by the Company. A detailed report of your work shall be submitted to the Company by you at periodic intervals as decided by you and the Company. You shall not, while in the services of the Company, undertake or concern

yourself directly or indirectly with any other employment or activity, which may conflict or jeopardize your performance and against the interest of the Company.

6. Your posting will be at our Chennai Office and thereafter your services shall be performed at any other place as may be agreed between you and the Company.

7. Your duties may be varied from time to time and your services are liable to be transferred either temporarily or permanently to any other location of the Company in India or abroad, at the discretion of the Company or to any of our facilities, subsidiaries or sister companies, or any of our branches or their branches and you shall comply with all the directions and instruction in that behalf. On such transfer you will be governed by the rules or regulations operating in the establishment to which you are posted. In case you are selected for a work assignment/training abroad, you will have to execute a bond which requires you to serve the company for at least a specific period of time. The terms of the bond shall be decided by the Company at the relevant time.

8. Should you during the course of your work be required to travel within India or abroad, which has been duly authorized by the Company, you shall undertake such travel as per the Company's travel policy.

ABSENCE

9. You will be entitled to a maximum of 12 days of absence for personal reasons from work in a year. In case of absence of two or more days due to sickness, production of medical certificate is needed. Also a maximum of 10 days shall be additionally permitted during in a Year, You shall inform our officer in charge in advance in case of absence from work.

INSURANCE

10. You will be covered under the Group Personal Accident Insurance of the company, to a maximum limit of Rs. 10 Lakh(s) and Group Medical Insurance for 1 Lakh(s) during the term of your service with the Company.

COMPANY'S EQUIPMENT

11. On termination or sooner determination of your services or upon demand of the Company, you shall handover to the Company all keys, pass-card, identification-cards, listings, policies and procedure, manuals, invention records data, plans, design and drawing, drawing equipment's programs, magnetic tapes, card decks, laptops and all other accessories and correspondence, memos and all other related documents or materials in

your possession. Furthermore, you hereby warrant and undertake that you, or through a third person, shall not make, or allow to be made, any copy or records in any form of the above mentioned materials. You will be responsible for the safe-keeping and return in good condition and order, of all the Company's property which are entrusted to you for efficient discharge of your duties.

In case of any damage or loss caused to any of the property / equipment due to your negligence, you will be liable to compensate such damage or loss, the value of which shall be determined by the Company. A formal hand-over letter of all documents/ materials has to be submitted to the head of the concerned department, with whom you interact on daily basis for carrying out your services or to the HR department, without which no relieving letter will be issued to you.

TERMINATION

12. Under normal circumstances, your service can be terminated by giving **2 Months** notice on either side.

13. However, should you desire to get relieved earlier than the stipulated notice period, the Company will reserve the right to retain you for the required notice period, should it so desire. In the event you are relieved earlier on request, the shortfall in notice shall be suitably compensated by payment of corresponding amount to the Company by you.

14. Where the Company does not want to enforce the completion of notice period, the Consultant can be relieved earlier by the Consultant by way of pay in lieu of notice. This is entirely at the discretion of the Company and the Consultant has no right to claim this.

15. Notwithstanding what has been stated above, if at any time, in the opinion of the Company, you are found guilty of dishonesty, disobedience, disorderly behavior, negligence, indiscipline, irregularity, and unauthorized absence from duty without prior permission for a period of more than 5 days without any valid reason, or if you are found medically unfit by the Company's nominated Doctor/Physician to carry out the responsibilities assigned to you at any point of time during your service or of any other conduct considered by the Company to be detrimental to its interest or breach of any one or more conditions contained herein, your services shall be terminated without notice and/or compensation and/or any benefits.

16. The Company may by written notice terminate your term of service immediately without liability for compensation or damages if:

- a) The performance is not found to be consistently satisfactory and falls below the normal expectations of the Company required, after discussion and intimation by the officer In charge in the Company and the Company terminating your services by giving a notice of **2 Months** or compensation in lieu thereof.
- b) The Consultant becomes of unsound mind or a patient within the meaning of the Mental Health.
- c) The Consultant is convicted of a criminal offence other than an offence which in the reasonable opinion of the Company does not affect the relationship between the Consultant and the company;
- d) The Consultant becomes bankrupt, has a receiving order made against him, enters into any arrangements with his creditors or takes or suffers any similar action as a result of debt;
- e) The Consultant is guilty of any act/ offence which brings the Company into disrepute or which in the Company's reasonable opinion is prejudicial to its interest.

NON – COMPETE AND NON-CIRCUMVENTION

17. You shall not during the term of your service or for a period of 6 months from the date of termination carry on alone or in partnership or as an agent of any other person any business competitive with or similar to the Company's business.

18. For a period of 3 months from the date of termination, you agree not to entice or encourage or induce any employee or client of the Company to stop working with the Company or offer any employment or establish any business relationship with such employee or client of the Company.

INTELLECTUAL PROPERTY

19. Nothing in this clause shall detract from the provisions relating to intellectual property rights or the obligations owed by a Consultant to his Company in respect of intellectual property arising by common law or by statute on account of the relationship between the Consultant and the Company under the terms of this Engagement Letter.

a. In this clause the expression '**Intellectual Property**' means:

- i) Every invention, discovery, design or improvement done by the Company;
- ii) Every work in which copyright may subsist;

c) In the case of Intellectual Property, which is made or originated or invented or discovered wholly or substantially in the course of your normal duties or in the course of duties specifically, assigned to you and which relates to the affairs of the Company, the following sub-clauses of this clause will apply.

d) Such Intellectual Property (or in the case of Intellectual Property made or originated or invented or discovered by you jointly with another or others will be and will become the Company's exclusive property and will not be disclosed to any other person, firm or company without the written consent of the management of the Company being previously obtained which, if given, may be subject to conditions

e) You will, if and when required by us, and at our expense, execute such deeds or documents and do all acts and things as may be necessary or incidental, to substantiate the Company's rights in respect of such Intellectual Property in India or elsewhere, or to transfer to, or vest in the Company, or as the Company may direct, your entire right, title and interest to and in such Intellectual Property shall vest with the Company.

f) You will promptly disclose to us all works in which copyright or design rights may exist which you may make or originate or invented or discovered either solely or jointly with others during your term of service.

g) Any such copyright works or designs created by you in the normal course of your service, or in the course of carrying out duties specifically assigned to you which relate to our affairs, will be the property of the Company. This will apply whether or not the work was made by our direction or was intended for us, and the copyright in it, and the rights in any design, will belong to us. To the extent that such copyright or design rights are not otherwise vested in us you hereby assign them to us.

ASSIGNMENT

20. This Agreement is a personal one, being entered into in reliance upon and in consideration of the singular personal skill and qualifications of the Consultant. The Consultant shall therefore not voluntarily or by operation of law assign or otherwise transfer any of the obligations incurred on his part pursuant to the terms of this Agreement without the prior written consent of Company. Any attempted assignment or transfer by the Consultant of his obligations without such consent shall be wholly void and amount to a breach.

CONFIDENTIALITY

21. The Consultant acknowledges that he shall, while providing the services to the Company under this Engagement Letter, acquire valuable confidential information belonging to the Company relating to practices, business dealings or affairs of the Company or the Company's clients, or as to any other matters of the Company or its clients, and/or all other matters which come to the knowledge by reason of the Consultant's service with the Company, which may not be marked or tagged by the Company as Confidential. The Consultant shall not under any circumstances, divulge such confidential information to any person or third party. Further the Consultant agrees that disclosure of confidential information belonging to the Company in breach of this agreement may result in irreparable injury to the Company for which monetary damages alone will not be an adequate remedy. Therefore in such an event, the Company shall be entitled to specific performance, injunctive relief or other equitable relief prohibiting any such breach. Any such equitable remedy shall be in addition to and not in lieu of other equitable relief available at law to the Company.

GENERAL

22. You will carry out all the work assigned to you as per the instructions of the Company.

23. You hereby warrant and give an undertaking that you are not disbarred by any law or restrained by any other Contractual liability from carrying on the services under this Engagement Letter and your service shall not be in conflict with any prior consultancy agreement executed prior to this Engagement Letter.

24. You will adhere to the dress code prescribed in the Company Rules.

25. This Engagement is subject to production of necessary prequalification certificates/ documents in support of your qualification, experience & salary and you being certified medically fit for the services, by our nominated physician / laboratory. If anytime it is revealed that this consultancy has been obtained by you by furnishing false information or withholding pertinent information, the Company will be free to terminate your services at any time without notice and shall take appropriate legal action against you.

26. You will keep the Company informed of any change in your residential address or civil status. The local address as notified by you, to the Company and as mentioned above, shall be deemed to be the correct address for all official purposes. This engagement is subject to a positive reference check report submitted by the concerned department. In case the

Company receives any negative report against you from your previous employers or any other source, your engagement shall be terminated with immediate effect by the Company.

27. You hereby give an undertaking that you will neither disclose nor ask any employee/consultant of the Company, details of their salary/fees.

28. You are requested to return the copy of this Engagement Letter, duly signed as a token of your acceptance of all the terms and conditions of your term of service, mentioned herein.

29. Any dispute between the parties hereto, under this Engagement Letter, which cannot be amicably settled by the parties, shall be referred to Arbitration under the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be Chennai and the language shall be English. The award shall be binding on the parties.

30. This Engagement Letter has been executed and delivered in Chennai, and its interpretation, validity and performance shall be construed and enforced in accordance with the laws of India and the parties hereto hereby submit to the exclusive jurisdiction of the Courts in Chennai.

We take this opportunity to welcome you to our organization and wish you a successful and fruitful career with us.

Thanking you,

Yours faithfully,

For VA TECH WABAG LIMITED

PANKAJ SACHDEVA
CEO - INDIA CLUSTER



K.VENKATESAN
CLUSTER HEAD - HR & ADMINISTRATION

ACCEPTED

CANDIDATE SIGNATURE

DATE: