



21st Aug. 2017

Ms. Baishakhi Kundu
8, Krishnapur Raod,
South Dumdum,
Kolkata-700028.

APPOINTMENT LETTER CUM SERVICE CONTRACT

Sub: APPOINTMENT FOR THE POST OF PROSTHETIST & ORTHOTIST FOR MARKETING

Dear Baishakhi,

With reference to your application for employment and subsequent interview with us, we are pleased to offer you appointment in our company as Prosthetist & Orthotist for Marketing on total monthly emoluments of Rs. 23,500/- plus other benefits as per policy and rules of Company on the following terms and conditions. Break up of monthly emoluments will be Basic Salary Rs.10,575/- H.R. Allowance Rs. 5,875/- Transport Allowances Rs. 1,175/- LTC Rs. 3,525/- & other Allowances Rs.2,350/- (other Allowances include Education Allowance, Books and Magazines Allowance etc).

1. Your appointment will take effect from the date of your joining i.e. 21.08.17.
2. You will be on probation for a period of One Year from the date of your joining. If found necessary, probation period may be extended. The Management may at its discretion extend the Probation Period either during or at the end of original or extended probationary period. Unless confirmed in writing, you will be deemed as probationer after the expiry of the probation period or the extended period of probation.
3. During the period of initial probation or extended period of probation, if your services are not considered satisfactory or up to the mark, or are not required for any reason whatsoever, the same shall be liable to be terminated without any notice or without payment of any compensation in lieu thereof, and in such an event you will be paid only for the days you have actually worked. However if you wish to leave the job during probation period, you will have to give one month notice.

ENDOLITE INDIA LIMITED

Registered Office : A-4, Naraina Industrial Area, Phase-I, New Delhi-110028

CIN : U74899DL1995PLC074425

CENTRES AT :

New Delhi, Mumbai, Chennai, Kolkata, Hyderabad, Bangalore, Ahmedabad, Jaipur, Lucknow, Indore, Raipur, Patna, Ernakulam, Mangalore, Ranchi, Coimbatore, Vishakapatnam, Nagpur, Ludhiana, Madurai, Bhubaneshwar, Bhopal, Vadodara, Guwahati, Vijayawada, Varanasi and Gurgaon

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4. After the completion of the Probationary period the only upon the company being satisfied about successful completion of your probation, the company at its sole discretion may confirm you. On successful completion of probation, or extended period of probation, you will be put on regular basis and a letter in confirmation or the regular appointment will be issued to you.
5. After confirmation, your services are liable to termination at three month's notice or payment in lieu thereof. You shall also give a similar notice or resignation or forfeit three month's salary in lieu thereof. However, relieving date can be extended by the management for a reasonable period of time depending on the pending jobs in hand and to train suitable replacement by the company. No notice shall however, be effective if it is given during the leave period and that you will not be entitled to proceed on leave during the notice period. In the event of your leaving the office without being relieved, the company reserves the right to take legal action as deemed fit and to claim suitable damages as per law.
6. Your services after confirmation can be terminated without any notice or pay in lieu thereof if the Management finds after due process of enquiry that you have furnished incorrect particular(s) in your application/you have suppressed any material information and that you have indulged in gross misconduct, misbehavior, indiscipline and misappropriation of funds of the company.
7. After joining your duty you shall be whole time employee of the company and shall not engage yourself in any other work, profession or employment either honorary or otherwise during the period of your employment without obtaining explicit written permission from the Management.
8. The normal working hours of the Department/Division of the company to which you are attached shall be applicable to you. However, the company reserves the right to modify/after your hours of work from time to time.
9. You are advised to have a valid passport all through your service life as you may be asked to undertake foreign travel for Company's work or for foreign training at collaborators/principal's work as decided by the Company from time to time. Not having a valid passport result in disqualification for trips abroad.

10. Each time you will be sent abroad for training, you will be automatically under a service bond for a period of three years from the date of completion of such training meaning thereby that you will continue to serve the company for the specified period of 3 years thereafter. The value of such a bond for claim purposes shall be equal to 12 months salary for 36 months bond period or proportionate amount for balance period of bond subject to a minimum of six months salary. In addition you will also pay the entire cost incurred by the company on your foreign training. However this shall be enforced by the company in the event of violation of the terms of this contract on your account and shall be legal entitlement of the company without any contestation. Despite the payment of claim amount, Clause Nos.14, 16 in particular and all other terms of this contract shall apply in addition.
11. Your continuance in the Company employment will depend on your being found, and remaining, physically and mentally fit by the Company. You shall be liable for medical check up at all times by a registered medical practitioner of our choice. The management may terminate your appointment if you are found unfit physically / mentally or otherwise during the tenure of your appointment.
12. Your salary is confidential and known between you and the management. It should not therefore be discussed with anyone other than those who are so authorized. You will also not make yourself directly or indirectly interested in the details of other colleague/staff. The management will take a serious view in case of any violation.
13. You will stand retired from the services of the company on your attaining the age of 60 (Sixty) years.
14. After leaving employment of the company for whatever reasons and under whatever circumstances, you shall not take up for a minimum period of three years any employment in any capacity with any person, firm, company or organization, nor form or promote any business venture, trade, consultancy, which is selling, manufacturing, marketing or servicing any of the products handled by you during the period of your service with the company, which are similar or comparable or competitive to the company's products and/or services.
15. You will not indulge in any activity, which may be contrary to or inconsistent with or prejudicial to the interests of the company during the period of your employment.

16. You will not divulge or disclose technical know-how, administrative/ organizational matters, information or affairs transaction of the company, which may come to your knowledge during the course of your employment, to any outsider to the company at no point of time either during your employment or after you cease to be the employee for whatever reason or under whatever circumstances and that you will be governed by the law of restraint in Trade as stipulated under the Indian Contracts act. For this you will hereby give an undertaking by way of signing the confidentiality agreement which forms an integral part of this appointment letter cum service contract, so as to protect confidentiality of the work/information received by you during the course of your employment and in the event of violation of the undertaking given by you to the company, the company reserves its rights to enforce legal action for specific performance of contract and shall be entitled to claim damages as specified and as applicable in the terms of the attached confidentiality agreement signed by you, without contestation the terms of which are deemed to have been understood by you, upon signing the same.
17. Your initial place of posting will be at our Kolkata Centre for One month induction training. Thereafter, as per the requirement you will be posted to Guwahati Centre. you are liable to be transferred to any other post or place, whether in existence or which may come into existence herein after at the place of posting or at any such other place where the company may have any business interest or may presently have an establishment/office or where the company may establish/open its branch office later on and you shall do such other work which may be assigned to you by the Management from time to time. Refusal or inability to obey an order of posting/assignment of any work will render your employment with the company liable to termination without notice or compensation in lieu thereof.
18. You will be entitled to leave, traveling and other allowances, and benefits as per the Policies and Rules of the company. You shall not leave the station even on holidays without prior written information to the company.
19. Your increment will be based and granted on performance of your duty during the past years of service in terms of efficiency, punctuality, regularity, and discipline, and the same may be withheld if the performance is found unsatisfactory, and or accelerated in case of exceptionally good performance.
20. No communication by email/fax on any Personal/HRD matter of confidential nature will be entertained. Only a signed communication on any Personal/HRD matter will be considered as official. As a company policy, email/fax is not to be used for any HRD related matter.



21. Your appointment is subject to your being found medically fit, your submitting copies of your certificates and testimonials mentioned and relied upon in your application, salary certificate and relieving letter from your last employer, your reference being found correct and satisfactory by us, and your submitting two passport size photographs.
22. You will be bound by existing Rules and Regulations enforced (and any amendment that may be brought into force by the company from time to time) by the company in relation to conduct, discipline, leave, and matters relating to service conditions which will be deemed as service rules and regulations and form a part of the terms of your employment.

In case of any default/violation/dispute or interpretation of any part of this appointment letter or the rules governing your service or otherwise, however arising, and the decision of the Management thereon shall be final and binding. For enforcement of this agreement and the management decisions in that respect or in the event of any dispute arising out of breach of any terms and conditions stipulated herein will be governed by the courts of Delhi only.

You are requested to sign the duplicate copy of this letter as confirmation and acceptance of the above stated terms and conditions of your appointment.

For ENDOLITE INDIA LTD.,

A handwritten signature in blue ink, appearing to be "S. R. Manager", written over a horizontal line.

SR. MANAGER (P&A)