

APPOINTMENT LETTER

STRICTLY PERSONAL & CONFIDENTIAL

14 October 2021

Arun Kumar

Plot No-87

Samalkha

South West Delhi

Delhi- 110037

(PAN no- ELEPK7420M)

Dear Arun,

We are pleased to appoint you in Medikon India. The terms and conditions of your employment are as below:

1. You will be designated as **Executive- Operations**. Your initial place of posting will be at **Delhi** and your date of joining the company is **07 October 2021**.

2. Compensation Package

As mutually agreed, your cost to company (CTC), is in currency INR **3,77,354** (Rupees Three Lakh Seventy Seven Thousand Three Hundred Fifty Four Only) **per annum**. (break up is attached in annexure "A")

The details of your compensation is a confidential information, the sharing / disclosing of this information with any other individual will be viewed seriously by the Company. Hence, you are requested to comply with the same.

3. Probation Period

You will be on probation for a period of 6 months from the date of your joining. You will, however, continue to be on probation till you are expressly confirmed in writing by the Management. During the probation period your services can be terminated at any time in case your work or conduct is not found to be satisfactory. The notice period during the probation will be fifteen days on either side or payment of fifteen days salary in lieu thereof.

4. Notice Period

Post Confirmation notice period of resignation or termination is 1 months on either side or payment of one month's salary in lieu thereof. On receiving the notice, if in the opinion of the Company, it is not expedient to continue employment during the notice period, the Company may at its discretion relieve you before the expiry of the notice period and is not bound to give any reasons therefore.



5. Appraisal/Increment

Your Appraisal/Increment will be determined based on your Performance only and as per company policy.

6. Code of Conduct

A copy of the code of conduct of the organization shall be given to you at the time of your joining. You are expected to abide by the same. During service, you may be provided with or may have access to Company's confidential information to facilitate their work. This information includes trade related information, business secrets, confidential matters, customer information, business strategies, administration policies etc. The confidential information is the property of the Company and as such every Executive duty bound to safeguard the same. All confidential information must be used exclusively for the business of the Company only. In case the confidential information is to be disclosed to any business partner or associate such disclosure should invariably be made after careful consideration of its potential benefits and risk that too with the prior approval of the management.

7. Leave

You will be entitled to Earned, sick and casual leave as per the rules of the Company.

8. Transfer

Your services may be transferred to any other location in such capacity as per the Company may from time to time determine or any department, establishment, factory or branch of the company or its affiliate, associate or subsidiary company in India or abroad. Such transfers will not create for you any right to ask for revision in your salary or other terms and conditions of your service. In such case, you will be governed by the terms and conditions of services applicable to the new assignment.

9. Other work

Your position is a whole-time employment with the Company, and you shall devote yourself exclusively to the business of the Company. You will not take up any other work for remuneration (part-time or otherwise) or work in advisory capacity or by interested directly or indirectly (except as shareholder or debenture holder) in any other trade or business during the employment with the Company without written permission of the Management.

Without prior consent of the Management, you will not give lectures or speak at public meetings on the behalf of company or as a representative of the company.

10. Retirement

You will retire from the services of the Company on completion of 60 years of age. The actual date of retirement shall be the last working day of the calendar month in which your 60th birthday falls. However, you may be retired at any age before 60 years during your services in the establishment if you are unable to continue in service satisfactorily due to any form of physical or the mental infirmity or are not able to perform given work.

11. Travel

You will be required to undertake travel on Company work and you will be paid travel expenses for this as per the company rules.



12. Training

The Company strongly believes in training and development of its employees and your employment would require continuous updation of skills and knowledge. You will agree to undergo any training programme as identified by your supervisor either in India or abroad.

13. Confidentiality, Non-Disclosure and Assignment

You will not disclose or divulge or make public to any unauthorized person except on legal obligation, or use for any purpose other than the company's work during your employment with us or thereafter any information concerning your terms of employment, the Company's (or its associates') interests, operation, plant, know-how etc. that you may come to know as an employee of the company.

During the course of discharging your obligations while in employment with the Company if you make any invention of a new product or idea, or discover or improve the existing know-how formula, design, concept or other creation, you should transfer and assign such invention and or/discover or discovery and/or and/or improvement in the name of the Company. For this you shall sign an undertaking in favour of the Company.

14. Past Records

If any declaration given or furnished by you to the Company is found to be false or if you are found to have wilfully suppressed any material information, in such case, you will be liable to removal from the service without any notice.

15. Disclosure of Relation

In case, if you happen to be related to any member of 'Board of Directors'/Management/Employee of the Company, the same must be intimated to the Management & Human Resources in writing immediately.

16. On Separation

On acceptance of the separation notice, you will immediately hand over all correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings, effects before you are relieved and shall also not make or retain any copies of these items.

17. Other Applicable Policies and Regulations

You will be governed by all policies, rules and regulations framed from time to time as applicable to the employees of your cadre in the Company.

Your services to the Management will be terminated in case there is any breach of the conduct.

If at any time during your employment you are found guilty of any act of misconduct or willful breach or continuous negligence in terms of the appointment letter or rules or dereliction of duties, disobedience of the instructions given to you from time-to-time, the Management without any notice or without any payment in lieu of notice, put an end to your service and terminate the employment with the Company and you shall be liable for all the losses and damages caused to the Company and its payment thereof.

You shall be responsible and liable to pay your taxes and other levies which shall be deducted at source from salary and/or other dues.



18. Dispute Resolution

Any disputes and differences arising during the course of your employment with the company, would be referred to the Sole Arbitration of the Directors, would act as an arbitrator, or appoint any of his nominees for the purpose. It is clearly understood that no party (employee & employer) will have any objection to the appointment of any person as an arbitrator. The arbitration shall take place in Delhi in accordance with the provision of the Arbitration and Conciliation Act, 1996 as amended up-to-date. The award of the arbitrator shall be final and binding on both the parties.

19. Jurisdiction

All disputes shall be subject to the exclusive jurisdiction of the courts at Delhi alone to the ouster of any other court having jurisdiction in the matter.

Sincerely yours,

For **Medikon India**



Shweta Agnihotri
Manager- Human Resources

I **Arun Kumar** hereby accept the appointment on the terms and conditions of employment mentioned in this letter and by my signature hereto, I bind myself to abide by them.

(Signature of the Employee)

Annexure "A"

Salary Break-Up			
Name	Arun Kumar		
Designation	Executive		
DOJ	07-Oct-21		
BREAK UP OF EMOLUMENTS			
A	Monthly Emoluments	Monthly	Annualized
1	Basic Pay	15,000	1,80,000
2	House Rent Allowance	7,500	90,000
3	Special Allowance	4,200	50,400
Monthly Gross		26,700	3,20,400
B	Deduction		
4	Employee Contribution to PF	1,800	21,600
	Total Deduction	1,800	21,600
	Net Salary	A-B	24,900
C	Fixed COST TO COMPANY (FCTC)	28,500	3,42,000
D	Others		
	Gratuity	721	8,654
	Variable Pay**	-	26,700
	Total		35,354
E	Total Cost to Company (CTC)		3,77,354
*Gratuity will be paid as per Gratuity Act 1972			
** Performance linked incentive will be paid as per company policy			
***Income tax shall be born by you as per Income Tax Act 1961			
Medical Insurance: Provides a comprehensive insurance coverage for unforeseen medical exp for self, spouse and children.			
Travel Expenses will be paid as per company Travel Policy			

