

**KALPA-TARU**

ISO 9001 CERTIFIED COMPANY

KALPATARU POWER TRANSMISSION LIMITED

INTERNATIONAL PROJECTS

KALPATARU SYNERGY, OPP GRAND HYATT

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CIN : L40100GJ1981PLC004281

KP/HR/TLI-PROJ/2018-2019
Date:19.09.2018

Mr. Sandeep Kumar
Subhash Nagar, Post Seorahi,,
Tamukuhi Road,,
Kushinagar-274406.

Dear Mr. Sandeep Kumar

We welcome you to "Kalpataru Power Transmission Ltd. and we are pleased to appoint you as **Sr. Engineer in Quality Assurance & Inspection** Department of our organization in grade **M-05** effective from **18.09.2018**.

Your appointment is according to the below terms and conditions and in addition to the joining formalities.

1. Emoluments :

Your emoluments shall be as per Annexure-I attached herewith.

2. Confirmation :

You will be on probation period of one year from the date of joining. After completing the period of probation (as deemed fit by your reporting manager) you shall be confirmed as a permanent employee after issuance of an official letter from KPTL. In case your services are not confirmed, then your services further extended for three months.

3. Working Hours :

Your regular working hours are as per company policy (decided in accordance with applicable law). You are requested to enquire about the working hours from the local Human Resource (HR) Department. However, the working hours may be changed from time to time as per business requirement. In case of an emergency you may be required to work beyond normal work hours.

4. Duties :

The management of KPTL reserves the right to assign/change/alter your designated duties, authorities and responsibilities (both inside and outside the office premises) as may be consider fit and necessary by KPTL Management from time to time.

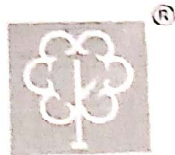
5. Vacation / Holidays :

You will be entitled for thirty (30) days of leave as per English calendar year on pro-rata basis. Leaves of employees are as per rules and regulations of KPTL existing/modified from time to time. You are requested to visit the HR Portal [www.kptlaccess.com] for more updates on leaves and holidays.

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6. Group Mediclaim Policy :

You will be covered under "Group Mediclaim Policy", along with your spouse and maximum two children, based on the Company's current medical insurance scheme.

7. Group Personal Accident Insurance Policy (GPAI Policy) :

You will be covered under KPTL's Group Personal Accident Insurance Policy (GPAIP) and you will be governed by the rules and regulations framed under the GPAIP as applicable from time to time.

8. Group Term Life Policy (GTL Policy) :

You will be covered under KPTL's Group Term Life Policy (GTLP) and you will be governed by the rules and regulations framed under the GTLP, as applicable from time to time.

9. Provident Fund :

You will subscribe to the Provident Fund Scheme operating in the company, and will be governed by the rules and regulations of the Provident Fund Act, 1952 as applicable from time to time.

10 . Gratuity :

If eligible, you will be entitled to gratuity in accordance with the Payment of Gratuity Act, 1972.

11 . Transfer :

Your services are liable to be transferred to any other department / branch / site / sister company of KPTL in India or abroad as the management of KPTL may deem appropriate. Upon your transfer, you will be governed by the company's rules applicable to such establishment where you have been posted. You shall abide by the Domestic/Foreign Travel Policy of KPTL as mentioned on the web portal [www.kptlaccess.com]. In the event of your transfer to any other country outside India the HR /administration policy of such respective country shall apply.

12 . Performance Review :

A discretionary performance review scheme is operated for employees joining on and before the 1st day of October of any calendar year. Any amount paid by KPTL will depend on your own performance along with the performance of your team and the performance of the business. Please note that to be eligible for performance incentives you need to be a permanent employee and on the rolls of the company.



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No incentive will be payable to any employee (for the relevant period) should there be a default from the employee's end in any contractual obligation relating to the employee's services. Such default will include employee not providing services to KPTL during notice period (as per applicable grade).

13 . Non-Solicitation :

You covenant and agree that during the term of your employment with KPTL and after the termination thereof, regardless of the reason for the employment termination, you will not, directly or indirectly, solicit or attempt to solicit any business from any of KPTL's customers, customer prospects or vendors with whom you had Material Contact during the tenure of your employment with KPTL. You also covenant and agree that during the term of your employment with KPTL and for sixty (60) months after the termination thereof, regardless of the reason for the employment termination, you will not, directly or indirectly, on your own behalf or on behalf of or in conjunction with any person or legal entity, recruit, solicit or induce or attempt to recruit, solicit or induce, any employee of KPTL with whom you had personal contact or supervised while performing your job duties to terminate their employment relationship with KPTL. For the avoidance of doubt "Material Contact" means personal contact or the supervision of the efforts of those who have direct personal contact with customers, customer prospects or vendors in an effort to initiate or further a business relationship between KPTL and such customers, customer prospects or vendors.

14 . Non-Disclosure and Confidentiality :

You acknowledge and agree that you will be exchanging information from the date of joining (as mention in the appointment letter) and you further acknowledge and agree that all information that shall be exchanged by you from the date of joining (as mention in the appointment letter) shall be deemed as Confidential Information. For the avoidance of doubt "Confidential Information" shall means and includes any and all information exchanged by the employee including (a) information relating to present and future business activities (including, without limitation, agreements and other business arrangements) of KPTL, its affiliates and each of its employees, customers or third-party contractors; and (b) information relating to strategic, business, marketing and other plans, pricing, methods, methodologies, processes, financial data, lists, inventions, customers, suppliers, apparatus, statistics, programs, research, development, technology, network designs, personnel information and/or usage data of KPTL, its employees, its affiliates and each of its customers or third-party contractors. Employee receiving and exchanging Confidential Information from another party shall maintain the Confidential Information in strict confidence and not, without the prior written consent of the other party disclose the Confidential Information to anyone. Upon expiration or termination of any employee's term at KPTL, the obligation to protect Confidential Information and the restriction on use of the Confidential Information shall survive for the duration of minimum sixty (60) months or more as communicated by KPTL in writing. You acknowledge and agree that any disclosure of Confidential Information during the term of your employment at KPTL shall in no way be construed to be an assignment, transfer, or conveyance of title to or ownership rights in such Confidential Information.



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15 . Non Violation :

You represent that by accepting the terms of this Agreement that you will not be in violation of the terms of any agreement with your previous employers or third parties.

16 . Code of Business Conduct :

Any time during the term of your employment, you are required to comply with all applicable laws, regulations and the KPTL Ethics & Code of Conduct, as may be amended from time to time. Please find the Code of Conduct attached. You are requested to read thoroughly, sign and handover the same to the HR Dept for company records.

The company expects the highest standards of integrity in relation to employee's dealing with all the parties including but not limited to company's customers, suppliers, agents and subcontractors and with any government official. Adherence to the company's anti-bribery and corruption policy is a fundamental condition of your employment. Any breach of this policy will be regarded as a serious violation of the terms of employment leading to disciplinary and legal consequences.

17 . Access to Communication System :

You shall use internal e-mail, voice mail, computer systems, etc. for work purposes and refrain from using them for personal purposes. Further, you agree that KPTL may access or examine these systems, from time to time, pursuant to KPTL's business requirements and in order to maintain compliance with KPTL rules and regulations, as amended from time to time. KPTL reserves the right to seize communication systems provided by KPTL to you in case of any suspicion on you to be involved in any illegal or improper affairs.

18 . Notice Pay :

If Company has supported you at the time of your joining by compensating the expenses like joining Bonus, Notice pay reimbursement, relocation expenses, or any other payment over and above your monthly salary then such payment shall be liable for recovery at the time of full & final settlement of your accounts in case you leave the organization within 02 Years from the date of disbursement of such payments.

19 . Resignation of Service :

You shall be relieved from KPTL only after due completion of resignation formalities i.e., by (i) you serving full notice period three months, (ii) you completing all Hand Over Take Over activities, and (iii) you obtaining no objection certificate from concerned departments (if your job requires the same to be obtained). Your notice period would start from the date your letter of resignation is received by HR or your reporting manager. During notice period employee will not be entitled to any leave unless expressly



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sanctioned in advance and/or in writing. In exceptional cases, KPTL at its sole discretion may choose to relieve an employee at an earlier time before the completion of the notice period. In the event employee's notice period is shortened by KPTL, the employee will be paid for the balance period of notice remaining. Communication of early termination by KPTL will be sent to the employee in such an event.

- For employees on Probation / Training: One month
- For employees working in grade S-03 & below: One Month
- For Employees working in grade M-04 & above: Three Months
- The prerogative of accepting notice pay in lieu of the notice period lies with the employer.
- The Notice period will be deducted on Gross Salary

20 . Termination of Services :

During Probation period, your services can be terminated with one month notice on either side without assigning any reason.

Upon Confirmation, your services can be terminated with Three month notice on either side without assigning any reason.

Adjustment of unavailed Privilege Leave against Notice Period is not permissible. In the event of shortfall in Notice Period, recovery shall be effected on the basis of Gross Salary per year.

The provisions of HR Policy in this regard shall govern resignation/termination of services.

In the event of your quitting the services of the company prior to completion of one year service in the country where you are posted or, may be posted in future then the following recoveries shall be effected:

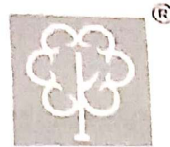
1. Cost incurred by the company in arranging your visa
2. Travel cost from India or present country of posting to the country where you are being posted or transferred.

Additionally, the return journey cost from your country of posting to wherever you might choose to go, shall be borne by you.

Breach of any of the above terms and conditions will result into immediate termination of your services without any notice or pay in lieu of the notice or assigning any reasons.

21 . Age of Retirement :

You will retire from the services of KPTL on reaching the age of fifty eight (58) years. KPTL reserves the right to amend or alter the terms and conditions of your employment.



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at any time before your retirement. You agree that KPTL has the right and your consent to debit your salary account for any erroneous transaction and/or money due.

22 . Governing Law :

This letter shall be governed by the laws of the Union of India without regard to its principles of conflicts of laws. Notwithstanding the foregoing, KPTL reserves the right to invoke the jurisdiction of any competent courts in India (more particularly labour courts) or in any other country or jurisdiction (whether concurrently or not) to remedy or to prevent violation of or enforce any provisions in this appointment letter. To the greatest extent permitted by applicable law, you waive any objection which you might now have to such courts being used as a forum to hear and determine any claim or suit.

23 . Amendments :

KPTL reserves the rights, subject to applicable law, to amend the terms of this appointment letter from time to time as per requirements that require new guidelines for doing business.

24 . Rules & Regulations :

You shall abide by all the rules and regulations of KPTL including HR policy as applicable to the employees (as per your grade) and subject to revision from time to time. You agree to read and accept the terms and conditions of all HR policies including Anti-Sexual Harassment Policy of KPTL. All HR policies are accessible on the HR portal [www.kptlaccess.com]. You are requested to check, read and understand the amendments/alteration on the existing policies and any new policies that are available in the HR portal.

25 . Fitness :

Your appointment and/or continuance of service with KPTL is subject to your remaining medically, physically and mentally fit and healthy.

26 . Taxes :

Income tax and other taxes as applicable will be as per company policy.

27 . Ethics & Code of Conduct :

You will abide by Ethics & Code of Conduct applicable for employees of KPTL, as per details attached in Annexure - II

28 . Jurisdiction :

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Any Dispute arising out of this contract will be subject to the jurisdiction of court of laws at Gandhinagar in the state of Gujarat.

29 . Back ground verification

KPTL is committed to providing a safe and productive working environment. Please be informed that KPTL shall carry out a proper background verification and reference check of yours which shall deal with, including but not limited to, educational background, prior employment history civil / criminal antecedents(if required) and other related information and activities.

In the event of any unsatisfactory result/information, of whatever nature, transpires from such background verification or reference check then KPTL may take necessary action as per KCOC policy. In this regard KPTL's decision shall be final and binding on you.

Please sign the duplicate copy of this letter and return it to us, signifying your acceptance.

We wish you a successful career with the Kalpataru.

Thanking you,

For Kalpataru Power Transmission Ltd.

S. MUKHERJEE
PRESIDENT - INTERNATIONAL PROJECTS

Enclosed as above :

- | | | |
|---|--------------|--|
| 1 | Annexure I | - Compensation Details |
| 2 | Annexure II | - Entitlement during your posting at Overseas Location |
| 3 | Annexure III | - Code of Conduct |
| 4 | Annexure IV | - Job Description |

I accept the Appointment of Employment with the Company on the Terms & Conditions Stated above

Signature _____ Date _____
Name _____



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ANNEXURE-1

Name	: Mr Sandeep Kumar	
Designation / Grade	: Sr. Engineer - Quality Assurance & Inspection M-05	
Date of joining	: 18.09.2018	
Appointment Type	: Permanent	
Location	: Mauritania	
Components	Monthly Rs.	Annual Rs.
	15,750.00	189,000
Basic Pay	6,300.00	75,600
HRA(40%)	1,600.00	19,200
Transport Allowances	800.00	9,600
Education Allowances	23,653.00	283,836
Other Allowances	350.00	4,200
Leave Travel Compensation	48,453	581,436
Gross Salary		
Annual Benefits	1,400.00	16,800
Bonus	757.00	9,084
Gratuity -As per Gratuity Act - Payable after 5 yrs continuous service		
	1,890.00	22,680
Company's Contribution to PF	52,500	630,000
Total Gross Salary		

Overseas Allowances - (U.S. Dollar Per Month)	800.00
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Authorized Signatory

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Sandeep