

Letter of Appointment

MR. SHASHIKANT GAIKWAD
B-10, ARU VIHAR, BHEKARI NAGAR
FURSUNGI, PUNE-412308

Dear Mr. Shashikant,

With reference to our discussions, we have pleasure in appointing you as "**Estimation Engineer**" with effect from **18-August-2017**.

Your address mentioned above will be deemed to be correct for the purpose of sending any communication to you. In case of any change in your address, status of family, you will inform Fabtech Projects & Engineers Ltd. (hereafter referred to as 'Company') in writing about the same within seven days. Any communication sent to your last recorded address would be deemed to have been duly served upon you.

Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history and medical fitness report. Your employment is also contingent upon ability to work for the company without restriction.

The terms and conditions of your appointment will be as follows:

1. Remuneration

• **Fixed Cost to Company:**

In consideration for the service and obligation agreed to be rendered by you to the Company you shall be entitled to CTC as per attached annexure. Statutory Earnings and Deduction in CTC are indicative only. They will be governed by prevailing government Act (i.e. PF, ESIC, PT, Bonus, Gratuity, etc.) TDS will be deducted as per IT norms.

All earning codes in attached annexure above 300 are indicative only and by prevailing company policies. Upon changes in company policy codes above 300 will be automatically be adjusted accordingly.

2. Working Hours

You shall adhere to company attendance policy which is in effect from time to time. However, these working hours may vary depending upon the requirement at site.

Company expects you to adhere to strict punctuality and working hour requirements of the project, as directed by the management. Being responsible personnel of the project, you are also expected to drive a culture of punctuality among staff.

Being responsible personnel in the project, you may be expected to be stationed at site for longer durations as per the requirement of the project. While stationed at site, your

attendance policy shall be governed as per the site's attendance policy.

3. Leave Policy

You will be eligible to leave benefits as per the company leave rules. The same are elaborated in the leave policy of the company. It is expected of you to inform the top management when you shall be going on leave. Prolonged absence is to be avoided. Management reserves the right to postpone your leave when workload is high or some critical activity is taking place that requires your presence.

4. Provident Fund and Gratuity

You will be covered under the Employees' Provident Fund Act & Scheme 1952 and will be governed by the rules therein.

You will be covered under the Payment of Gratuity Act, 1972 and will be governed by the rules applicable therein

5. Probation Period

You will on probation for a period of six months. The probation period could be curtailed or extended at the discretion of the management. However, completion of six months of probation does not entitle or result in automatic confirmation of your employment, company confirms your employment in writing

6. Notice Period

During your tenure, if you wish to discontinue your services, you are liable to provide a 1-month advance notice period to the company. In case of failure to provide this notice period, you shall be required to pay compensation equivalent to two months in lieu of notice.

However, company reserves the right of not accepting the notice pay compensation in lieu of notice period from and you may have to provide service during the entire notice period at the discretion of management to safeguard the business interest of the company. You shall not join any organization or start any business or profession before the expiry of notice period.

Upon cessation of your employment, company shall settle your all legal dues only when you hand over the charges of papers, materials, documents, or equipment which may be in your possession and after vacating Company accommodation, if provided, in a proper condition.

7. Confidentiality

You will hold confidentiality with respect to:

- Any knowledge concerning the affairs of the Company which you may acquire in the course of your employment with the Company;
- Any knowledge relating to secrets or secret process and any knowledge relating to the structure or working of any machinery used by the Company;
- Any knowledge relating to the source of supply of any goods used in the business of the Company and any special or secret knowledge relating to the purchase of the aforesaid goods;
- Any knowledge relating to the Company's sales department, including special methods of selling, special methods of working territories, sales systems or any information

contained in any of the Company's confidential sales department papers and documents.

- You will not at any time hereafter without the consent in writing of the Company divulge or make known any trusts, secrets, accounts or dealings of or relating to the Company's business.
- You undertake that you will not disclose the information or knowledge relating or any part thereof disclosed to you or gained by you by reason of your employment. This obligation shall continue to remain in force even after your leaving the service of the Company.
- You shall upon termination of your employment for any reason, voluntary or involuntary, with or without cause, return to the Company any property, information plans, data, documents including copies thereof, in whatever from stored belonging to the Company within your possession or made or compiled or delivered to you during your employment and shall not at any time thereafter copy or reproduce or use the same.
- You shall not divulge any details (monetary, or otherwise) of your association with the company with anyone within the company or outside without written consent from the company
- During the period of your employment you shall not engage yourself directly or indirectly with or without monetary benefits in any other employment or activity which FPEL or their client may in its sole discretion consider contrary or inconsistent with your duties and obligation hereunder and/or which may in its sole discretion deem prejudicial to its interest, and further shall not divulge any of the affairs & secrets of the FPEL or their clients to any persons, firm and organization without the previous consent in writing or nor shall you use or attempt to use any information which may injure or cause loss be calculated to injury or cause loss to FPEL or their client.

We will suffer irreparable harm should you violate our policies and procedures relating to maintaining the confidentiality of our & our client's materials, designs, software, techniques, or other trade secrets or start competing with us. In such event, you agree that we are entitled to injunctive relief, from any appropriate court, in addition to damages, and reasonable legal fees and expenses.

8. Company's Property

You may be provided some equipment/ activities/property for Official Purpose

You will be responsible for safe keeping and return in good condition and order all our property which may be in your use, custody and charge.

You will return forthwith, as and when called upon to do so, in good condition and order, all notes, sketches, designs, drawings, charts, documents, etc. which may have come into your possession during the course of your employment.

9. Termination

If at any time, in our opinion, which is final in this matter, you are found guilty of dishonesty, disobedience, disorderly behavior, negligence, indiscipline, absence from duty without permission or any other conduct considered by us detrimental to our interest or violation of one or more terms of this letter, your services may be terminated without notice.

The company also reserves the rights with or without cause to terminate your employment, with or without notice on the occurrence of any following events:

- You are convicted of any criminal offence or of an act, deed or thing which in the opinion

of the Management of the Company affect your position and business development of the Company or Cost a doubt upon your future, integrity or ability or fitness to perform your duty.

- You are in breach of your obligation of confidentiality to the Company.
- You are guilty of persistent unpunctuality
- You commit any conduct considered by the Management to be contrary to the best interests of the Company
- You are in breach of code of conduct of the company given in this letter

Upon termination of your employment with the Company for whatever reason:

- You shall forthwith and without any claim for compensation for loss of the office shall have been deemed to resign from office.
- You shall not at any time thereafter represent yourself as being in any way connected with the business of the Company or any customers / vendors of the Company.
- You shall not be entitled for any amount except the salary accruing till the date of termination, subject to adequate recoveries.
- You will be responsible for safekeeping and return in good condition and order all company property, which may be in your use, custody and charge.

10. Non-Compete

During the term of your employment and for 24 months thereafter, you shall not, without the Company's prior written consent, be directly or indirectly engage or show interest in any activity that may compete with the business of the Company or which would be prejudicial to the legitimate business, and trade interests of the Company. You also agree to report to the Management any employee solicitation that you might receive from the Company's competitors, client or partners if any.

11. Non Solicitation

You shall not for a period of 24 months after termination of your employment without prior written consent of the Company solicit or endeavor to entice away from the employment with the Company, any person who is employed with the Company in semi-skilled, skilled or managerial work.

You shall not for a period of 24 months after the termination of your employment, without the prior written consent of the Company, solicit any person or entity who or which was or is a customer / client of the Company at any time during a period of 24 months immediately prior to termination of your employment with the Company

12. Disputes

Any dispute arising on any of the terms of the employment with the Company shall be settled within the jurisdiction of Courts at Pune.

13. Transfers & Deputation

You are liable for transfer to any site anytime during your employment, branch, division or department of the Company or be sent on deputation to any of our Sister Concerns within FABTECH in any part of India at no increase in the remuneration

14. Roles & Responsibilities

Roles and responsibilities assigned to you are attached along with; However they are subject to change from time to time based on the job requirement.

Code of conduct

All directors, senior management and employees have the obligation to conduct themselves in an honest and ethical manner and act in the best interest of the Company at all times. They are expected to demonstrate exemplary personal conduct through adherence to the following:

Avoidance of Conflict of Interest

All directors, senior management and employees must avoid situations in which their personal interest could conflict with the interest of the Company. This is an area in which it is impossible to provide comprehensive guidance but the guiding principle is that conflict, if any, or potential conflict must be disclosed to higher management for guidance and action as appropriate.

Transparency and Audit ability

All directors, senior management and employees shall ensure that their actions in the conduct of business are totally transparent except where the needs of business security dictate otherwise. Such transparency shall be brought about through appropriate policies, systems and processes, including as appropriate, segregation of duties, tiered approval mechanism and involvement of more than one manager in key decisions and maintaining supporting records. It shall be necessary to voluntarily ensure that areas of operation are open to audit and the conduct of activities is totally auditable.

Protection of Confidential Information

No director, senior management and employee shall disclose or use any confidential information gained in the course of employment/ association with the Company for personal gain or for the advantage of any other person. No information either formally or informally shall be provided to the press, other publicity media or any other external agency except within approved policies.

Company Facilities

No director, senior management and employee shall misuse Company facilities. In the use of Company facilities, care shall be exercised to ensure that costs are reasonable and there is no wastage.

Relationships with Suppliers and Customers

All directors, senior management and employees shall ensure that in their dealings with suppliers and customers, the Company's interests are never compromised. Accepting gifts and presents of more than a nominal value, gratuity payments and other payments from suppliers or customers will be viewed as serious breach of discipline as this could lead to compromising the Company's interests.

Non Adherence

We will suffer irreparable harm should you violate this code of conduct. In such event, company reserves the right to discontinue your services without notice and take further disciplinary / legal action as deemed fit.

Any instance of non-adherence to the Code of Conduct should be brought to the attention of the immediate reporting authority, with copies to the relevant project / department head and Head of Corporate Human Resources. In respect of senior management, any such instance should be brought to the attention of the Managing Director and Chairman of the company.

You will abide by the Company's Policies & Procedures applicable to you which are in force for the time being or may be framed from time to time.

Your appointment is on the clear understanding that the information furnished by you in your employment application form is correct and the certificates and references produced by you are genuine and bonafide.

Kindly confirm your acceptance of the above terms and conditions by returning the duplicate copy of this letter duly signed by you.

Yours truly,

For Fabtech Projects and Engineers Ltd.


Ameet Rupnar
(JMD)

Acceptance of appointment terms and conditions: -
Accepted and agreed to be legally bound by the agreement above

Name of Employee Shashikant P. Gadkward

Signature 

Date: - 26/08/2017

Employee No. FP01868
Mr. SHASHIKANT GAIKWAD

User Defined Information

Profit Center	FP01-Head Office	Expense WBS	Default
Userdefined 3		Userdefined 4	
Userdefined 5		Appt Ref No	
Userdefined 7		Userdefined 8	
Conf Ref No		Userdefined 10	
Userdefined 11			

Leave Details

	Casual Leave	Sick Leave	Privilege Leave
Per Year	0.00	0.00	0.00
Maximum Carryover	0.00	0.00	0.00

Event Details

Code	Details	Date	Remarks
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Bank Details

1. Bank Code & Name	00000	Account Not Opened,	IFSC Code
Account Number			
2. Bank Code & Name	00000	Account Not Opened,	IFSC Code
Account Number			

Salary WEF Date:18/08/2017

Earning/Deductions

Code	Head	Earning	Deduction	Annual Earning	Annual Deduction
001	Basic	5500	0	66000	0
002	House Rent Allowance	2750	0	33000	0
003	Conveyance Allowance	1600	0	19200	0
008	Supplimentary Allowance	1916	0	22992	0
300	EPFC@13.61-CTC	724	0	8688	0
301	ESIC@4.75-CTC	559	0	6708	0
304	BONUS-CTC	583	0	6996	0
305	GRATUITY-CTC	264	0	3168	0
503	Provident Fund	0	0	0	0
504	Profession Tax	0	0	0	0
505	E.S.I.C.	0	0	0	0
507	Labour Welfare Fund	0	0	0	0
515	Group Medclaim Insurance	0	130	0	1560
Total :		13896.00	130.00	166752.00	1560.00

Reimbursement Groups

Code	Head	Amount	Annual Amt.
Total :		0.00	0.00

Variable Components

Code	Head	Amount
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Reference Amount

Code	Head	Amount
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Position History

WEF Date	Grade	Designation
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