

HRD Department

GITL/HRD/APPMT/2021/151

Date : 13th December, 2021

Ms. Rashmi Subhash Mhaske.
Room No-02, New Shivedarshan Apartment,
Suryanagar, Belapur Road, Near Jakat Naka,
Vitawa, Thane
Kalwa - 400605

Salary Code : 392473
BC/RC/CC : 10/952/GB
Location : PLANT-10
Date of Birth : 19/04/2000

LETTER OF APPOINTMENT

Dear Ms. Mhaske,

This has reference to our Offer Letter Ref.: GITL/HRD/OFFER/2021/289 dated 10th December, 2021 issued to you and your acceptance of the said offer. We are glad to appoint you as **SR. EXECUTIVE - OPERATIONS & TECHNOLOGY GROUP** on the following terms & conditions:

- Date of Appointment:** Your appointment dates from **13th December, 2021**.
- Job/Responsibility Band:** You are placed in the '**A**' Band.
- Place of Posting:** Your initial place of posting will be in our **Vikhroli Establishment**.
- Probation:** You will be on probation for a period of **12 months**. At the end of the probation period, if you are found suitable for confirmation, you will be informed regarding the same in writing. If no such letter of confirmation is issued to you, the probation period shall be deemed to have been extended till such time you are confirmed in writing.

Please note that the Management reserves the right not to confirm and discharge your services without any notice at the end of the probation period, if you are found lacking in terms of performance or habitual / long absence from work without prior intimation and/or sanctioned leave.

In the event of your resigning from the services prior to your confirmation, the Management reserves the right not to confirm your services although you may be serving the notice period.

5. Remuneration: As per the Summary of Remuneration issued to you along with the Offer Letter mentioned hereinabove. Your remuneration is strictly confidential and you are expected to maintain complete confidentiality of the same. Any breach on this count will be viewed with utmost seriousness by the Company. Taxation will be governed by the Income Tax rules as applicable from time to time. The Company will be deducting tax at source as per the prevailing income tax guidelines. You are required to submit your PAN Card, Aadhar Card and Universal Account Number (UAN) details to the Company within thirty days from your date of joining, if not submitted earlier.

- Leave Entitlement:** You will be eligible for leaves as per the Leave Rules of the Company.
- Leave Travel Assistance:** You will be eligible for Leave Travel Assistance (LTA) upon your confirmation in service and upon completion of one year service in the Company. To avail LTA, you will be required to take minimum four days' Earned leaves.

Contd. ... (2)



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8. Transfer of Services & Tour Entitlement:

- (a) You are liable to be transferred to any of the Company's Business Unit / Establishments / Project Site anywhere in India or abroad as per business need and exigencies. You shall not be eligible for any additional / further payment on account of such transfers except the entitlements, as applicable as per the Company's Transfer Policy. In case of such transfer, revision / modification in House Rent Allowance component, if any, applicable to your Job /Responsibility Band shall apply to you as per the Company's policy. Furthermore, you will be governed by the rules and regulations, service conditions and work practices which are prevailing in the new location where you have been transferred.
- (b) You may be called upon to undertake tours and/or other assignments anywhere in India / abroad in connection with Company's business. While on such tour, you will be entitled to travel, boarding & lodging expenses and other permissible allowances as per the Tour & Travel Policy of the Company.
- (c) For more information relating to Company's policies, rules & procedures and schemes which are applicable to the Management cadre employees, you are required to refer to the intranet site of the Company. It is expected that the employees visit the Company's intranet to know about the policies, rules & regulations of the Company as the changes related to Policies, Rules & Regulations are announced through Company's intranet.

9. Separation / Termination:

- (a) In case of separation from service, notice period applicable is three months on either side. The same is applicable during the probation period as well. In the event of various assignments which you are required to complete and if not completed by you within the scheduled notice period, the Company will be at liberty not to accept the three months' notice period from you till such time the said assignments are completed by you.
- (b) In the event of the Management permitting you to leave without serving the full notice period, you will be required to pay for the balance notice period and the recovery will be calculated on monthly gross salary. Furthermore, if you are covered under any Service Agreement (Bond), you will be required to pay towards breach of the Service Agreement (Bond) prior to your last working day in the Organisation.
- (c) In case you leave the Company's service without serving the notice period and / or without being formally relieved from the services of the Company, your services will be terminated by the Company and you will be liable to be sued for damages.
- (d) The Company reserves the right to terminate your employment at any time without notice, if you are found guilty of absence from duty without prior intimation and / or permission for seven days or more, insubordination, non-performance, low productivity, disclosing confidential data or information pertaining to the Company, bonafide loss of confidence, misappropriation of Company's funds, causing damage to the property of the Company, non-compliance of Company rules & regulations besides omission / commission of any act on your part which may be prejudicial to the interest of the Company.
- (e) Whilst in the services of the Company, you will not undertake or concern yourself directly or indirectly with any other duties or outside work, either part time or full time, with or without monetary gains, without the express written permission of the Management. If you are found guilty of such misconduct, your services can be terminated by the Company immediately without notice or payment in lieu of notice.
- (f) Upon separation of your employment from the Company, you agree to deliver to the Company promptly all items which belong to the Company or which by their nature are for the use of the Company employees only, including, without limitation, all written and other materials which are of a secret / confidential nature relating to the business of the Company and /or its affiliates.

Contd. ... (3)



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- (g) Upon your separation from the services of the Company, you will not join or work in any capacity with the Company's competitors or Company / Firm in similar nature of business / trade or Client of the Organization for a period of one year. Any breach and/or non-compliance in this regard will be viewed seriously by the Company and you will be liable to be sued for compensation/damages.
- (h) Effective from the date of your resignation, you will not be eligible for any Variable Pay (such as Performance Pay, SIS, any other special pay-outs etc.) which the Company may declare and pay on or after the said date or any other variable pay-outs which the Company may have declared / agreed prior to the date of your resignation, although the same may be for the period when you were in the services of the Company. In the event of your service being terminated by the Company for whatsoever reasons, you will not be entitled to receive any Variable Pay-outs / Special pay-outs etc.

10. Work timings & working in shifts:

You will be governed by the general rules & regulations of conduct, discipline, leave, holidays, hours of work that are prevailing in the Company at the time of joining or may be brought into force from time to time at the discretion of the Management and you will be required to abide by the same. You may be required to work in shifts and/or extended working hours as permitted by law. Our Organisation follows a schedule of five days' working week.

11. Medical Fitness:

The appointment offered to you is subject to your being found medically fit by the Company's Medical Officer or a Medical Practitioner of Company's choice. The Management will have the right to get you examined / re-examined by the Company's Doctor or from any registered Medical Practitioner / Surgeon of Company's choice, whose finding shall be final and binding upon you. The Management reserves the right to terminate your employment if you fail to appear for Medical examination as called upon to do so by the Company or in the event if you are found to be medically unfit.

12. Submission of Educational Certificate / Marksheets:

If your appointment is made prior to the declaration of the final examination results for which you have appeared, you are required to submit the documentary proof of having passed in the said examination immediately upon declaration of the results by the Board / University. In case you are found having failed in the said examination, your appointment shall be terminated immediately without notice or payment in lieu of notice.

13. Submission of External Work Experience Certificates / Letters:

In case you have worked prior to joining our Company, your external work experience will be calculated on the basis of documentary proof submitted by you at the time of appointment and its relevance to the position offered to you. Contractual assignment, temporary nature of work / assignment, internship, articleship, self-employment etc. are not being considered for the purpose of calculating the external work experience. The decision of the Management will be final and binding on the employee. Please note that you will not be permitted to make any amendment in your external experience upon confirmation of your services in the Company.

14. Submission of False Documents:

If at any time in future, the documents submitted by you pertaining to your date of birth, residence, family details, educational qualification and/or external work experience etc. are found to be false / incorrect, the Company reserves the right to terminate your appointment immediately besides initiating necessary legal proceedings against you as per law.

Contd. ... (4)



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15. Retirement:

All employees in management cadre shall retire on attaining the age of 58 years as fixed by the Company. For determination of age, the documentary evidence submitted by the employee at the time of joining and verified by the Company shall be treated as final and authentic and, no further updation on the same shall be taken cognizance of.

16. Company Sponsored Training Program / Continuing Education Program / Overseas Assignment:

- (a) During the course of your employment, if you are deputed for any training program and / or Continuing Education Program sponsored by the Company, you will be required to execute a bond with the Company and abide by the terms & conditions contained therein. If you are on an international assignment, you will be required to sign the applicable Overseas Deputation / International Assignment Agreement and abide by the terms and conditions contained therein
- (b) In case you have entered into any Service Agreement during your traineeship period in the Organization, then your services shall be bound by the terms & conditions as enumerated in the said Service Agreement over and above the terms & conditions of this Letter of Appointment.

17. Code of Ethics & Business Conduct :

- (a) You are requested to read the 'Terms and conditions of Employment & Code of Conduct' on Company's Intranet. The Company prides itself as an Organization with highest order of ethical conduct in dealing with its customers, dealers, vendors, suppliers, subcontractors, staff or the like by whatever name called. As a part of your association with the Company, it is expected that you will fully understand this philosophy and the policies governing it. You shall maintain utmost discipline and good conduct in your dealing with your superiors, peers and subordinates, customers etc. The Company will not tolerate any objectionable behaviour including, however not limiting to, verbal abuse, sexual harassment, gender discrimination, misuse of Company's time / property, theft, accepting gifts / any gratifications, bribes or any such act by its employees. You shall, at all times, act diligently & honestly and in conformity with the ethical practices of the Company. You shall, at all time, be bound by the Code of Conduct as applicable, from time to time, to all employees.
- (b) The Company has a policy on prevention of sexual harassment at work place. Any form of sexual harassment as laid down by the Company in its policy, which is in consonance with the provisions of the Sexual Harassment of Women at Workplace (Prevention, Prohibition & Redressal) Act, 2013, shall be treated as a misconduct by the Management.
- (c) You are not authorized to represent the Company at any public forum, press meeting / conference, or publish articles in magazines / newspapers / social media unless otherwise authorized by the Management to do so.
- (d) You will, at all times, abide by the statutory and regulatory laws of the land and violation of any of these will attract strict disciplinary action, including termination of employment.

18. Confidentiality, Innovation & Proprietary Information:

- (a) You shall not, either during the course of your employment with the Company or at any time thereafter, divulge, disclose or publish or make known or use for your personal benefits or for the benefits of any other person, Firm, Company or any Corporate Body or post on Social Media, any particulars or details of our designs, specifications, processes of our products, innovations, technical know-how, administrative, organizational and / or financial matters of confidential nature which may be your privilege to know by virtue of being our employee. Any breach of the above conditions will render immediate termination of your services without notice, if in employment, and, also legal action, whilst in service or thereafter, in a Court of Law including any action for recovery of damages.
- (b) You will disclose and assign to the Company as its exclusive property, all inventions and technical or business innovations developed and/or conceived by you solely or jointly with others during the period of your employment that are along the lines of the business, work or investigations of the Company or its affiliates to which your assignment relates (or) as to which you may receive information due to your development (or) that result from or are suggested by any assignment which you may do for the Company (or) that are otherwise made through the use of Company's time, facilities or materials.



Contd. ... (5)

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- (c) You will execute all necessary papers and otherwise provide proper assistance (at the Company's expenses), during and subsequent to your employment to enable the Company to obtain for itself or its nominees, patents, copyrights, or other legal protection for such innovations or inventions in any and all countries. You will be required to make and maintain for the Company adequate and current written / electronic records of all such inventions and/or innovations.
- (d) You will not use, publish or otherwise disclose, any secret or confidential information or data of the Company or of its Associates/Affiliates which the Company is obligated to maintain in confidence either during or subsequent to your employment in our Company.
- (e) You will not disclose or utilize in your assignment / work with the Company any secret or confidential information of others (including any of your prior employment) or any inventions or innovations of your own which are not included within the scope of this clause.
- (f) You will always maintain the highest degree of confidentiality and keep as confidential the records, documents and other Confidential Information which has been received from the Company or its clients / business associates as their Confidential Information including the business related to the Company which may be known to you or confided with you by any means and you will use such records, documents and information only in a duly authorized manner in the interest of the Company. For the purpose of this clause 'Confidential Information' means information about the Company's business including that of its clients/associates as received under any agreement or otherwise, which is not available to the general public and which may be learnt during the course of your employment. This includes, but not limited to, information relating to the Company, its customer lists, employment policies, personnel and information about the Company's products, processes, technology, manuals, drawing, designs, specifications and all papers, resumes, records and other documents, electronic gadgets containing Confidential Information.
- (g) You agree to safeguard and not disclose any Confidential Information even after the cessation of your employment with the Company.
- (h) You agree to defend, indemnify and hold the Company harmless from and against any and all claims, demands, damages, injuries, expenses, liabilities, suits and proceedings asserted or brought against the Company arising from or on account of your acts or omissions.

19. Updation of Personal Information:

Any change in marital status, residential address and / or acquisition of additional educational qualification should be intimated to the HRD Department to enable us to keep the records up-to-date.

All such terms and conditions as are mentioned in the Offer letter No. GITL/HRD/OFFER/2021/289 dated 10th December, 2021 issued to you and which are not expressly stated in this Letter of Appointment, shall remain applicable.

The Company reserves its right to add to, alter, amend or vary the foregoing terms and conditions as and when found necessary.

Any dispute, differences or disagreement arising out of the terms & conditions of this Letter of Appointment may be referred to a Sole Arbitrator nominated by the Company under the provisions of Arbitration & Conciliation Act, 1996, whose decision shall be final and binding. The language of the Arbitration shall be English and the location of the same shall be Vikhroli, Mumbai. Any dispute, differences or disagreement arising out of this Letter of Appointment is subject to the Courts in Mumbai jurisdiction only.

20. General

- (a) In case of an injury by an accident including certain occupational diseases arising out of and during the course of employment, you will be entitled for compensation payable under the provisions of the provisions of the employee's compensation act 1923 and its subsequent amendments thereto. However, if an employee is covered under the provisions of ESI Act 1948, then, he / she will not be entitled to get the compensation under the provisions of Employee's Compensation Act.

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(b) A woman employee will be covered under the provisions of the Maternity Benefits Act 1962 and its amendments thereto. The salient provisions of the said Act and benefits are given in the Company's Policy Manual on Intranet and Leave Policy.

The company reserves its right to add to, alter, amend or vary the foregoing terms and conditions as and when found necessary.

Any dispute, differences or disagreement arising out the terms and conditions of this letter of Appointment may be referred to a Sole Arbitrator nominated by the Company under the provisions of Arbitration & Conciliation Act, 1996, whose decision shall be final and binding. The language of the Arbitration shall be English and the location of the same shall be Vikhroli, Mumbai. Any dispute, differences or disagreement arising out of this Letter of Appointment is subject to the Courts in Mumbai jurisdiction only.

You agree that any breach of the above clauses will give a legal cause of action to the Company and to any of its shareholders to enjoin any improper actions on your part and recover damages.

Please confirm on the attached copy that you accept employment on the terms and conditions as stated in this Letter of Appointment and return the copy to us as a token of your acceptance.

We welcome you to our Organization and wish you a long & rewarding career with us.

Yours truly,
For Godrej Infotech Ltd.,


Ajay Pimparkar
Chief Executive Officer

