

Personal & Confidential

15/07/2021

Kartik Murlidhar Paliwal

Bondgaon / Devi Arjuni Morgaon Gondiya MH 441701,,,

Employment Offer

On behalf of Abis Exports (India) Pvt.Ltd., we are pleased to make this Offer of Employment with the Company.

Designation	Executive
Role	Trainee Engineer
Grade	JM2
Department	Manufacturing-Food,Feeds & Edible Oils
Sub Department	Feed Plant
Date of Joining	16/07/2021
Reporting Person	Jai Prakash Markam
Location	Sira,Karnataka

We really hope that you decide to accept this offer and look forward to working with you in the future. To confirm your acceptance of this post, please sign both copies of this letter as indicated overleaf and return one copy on mail to us by **15/07/2021**. Please do confirm the date of joining so that necessary arrangements can be made for an effective induction.

Your appointment will commence with effect from your date of joining the Company, which should not in any case be later than the date of joining mentioned above. In the event of you failing to join by the aforementioned date, this employment agreement ('**Agreement**') shall stand terminated.

You can be transferred to any other office of the Company in any other location in India or outside India, as decided by the Company from time to time.

If the terms and conditions of this offer letter are acceptable to you, please confirm your acceptance by signing and returning a copy of this letter to the Company within the timelines specified by the HR at the time of joining, failing which, this offer stands automatically withdrawn by the Company without any further notice to you.

Your employment is subject to the following terms and conditions:

Terms & Conditions**A. Compensation**

Your annual fixed compensation will be **INR ₹ 300,000.00/Year**. The detailed break-up of the salary components, allowance and reimbursements which are offered as part of your compensation is mentioned in **Annexure 1**. The Company follows a system of annual appraisal of performance in the job to revise your compensation. The revision in your compensation post performance evaluation is subject to the discretion of the Company. The changes in your compensation (if any) will be communicated to you separately.

B. Background Verification

The Company may, at any time, (or as part of the joining formalities) conduct reference / background checks (including but not limited to previous employers, qualifications, etc.). In the event the statements / particulars furnished by you at the time of joining is found to be false or misleading or any information was suppressed, or if the Company, during the course of the check receives any adverse report against you that may be detrimental to the interests of the Company, the Company shall have the right to terminate your services forthwith without giving any notice, notwithstanding any other terms and conditions stipulated herein.

In the event there are any pending / closed legal cases against you in your professional and personal capacity in the courts of law, you shall disclose the same to the Company immediately.

C. Probation

You will be on probation for a period of 6 months, which may be extended by a maximum of another six months, at the sole discretion of the company. You shall be deemed to be on probation until a letter of confirmation in writing is issued to you. If during the probation period, your performance is not up to the mark, you may not be considered for confirmation and your service shall be terminated as per the decision of the management.

D. Miscellaneous**1. Working Hours**

You will be required to work as per the Company's working hour's policy applicable to you. The work timings, schedules and shifts may vary from time to time based on the business requirement. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

2. Leaves

You shall be entitled to Earned Leave in accordance with the Company policy subject to the applicable law. You are eligible to avail other leaves (maternity leave, compassionate leave) as per the Company policy.

3. Gratuity

You shall be entitled to payment of gratuity as per the Company policy and in line with the applicable law.

4. Medical Insurance

You shall be entitled to participate in the Medical Insurance Scheme, as per the Company policy.

5. Taxation

Any amount payable by the Company to you towards Compensation, other entitlements and payments shall be subject to deduction of withholding taxes and, or any other taxes.



6. Confidentiality of Information

For the purposes of this Agreement, 'Confidential Information' in relation to the Company means: -

- I. Trade secrets,
- II. Lists or details of its suppliers, their services, or customers and the services and their terms of business,
- III. Prices charged to and terms of business with clients,
- IV. Marketing plans and revenue forecasts,
- V. Any proposals relating to the future of Company or any of its business or any part thereof,
- VI. Details of its employees and officers and of the remuneration and other benefits paid
- VII. Information relating to business matters, corporate plans, management systems, investments, finances, accounts, marketing or sales of any past, present or future products or service, processes, inventions, designs, know how, discoveries, technical/financial specifications and other technical or financial information relating to the creation, production or supply of any past, present or future products or service of the Company, any information given to the Company in confidence by clients/customers, suppliers or other persons and any other information (whether or not recorded in documentary form, or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain, and
- VIII. Any other information which is notified to you as confidential.

You shall not, either during your employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential Information, which may have come to your knowledge at any time during the course of your employment with the Company. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault.

7. Employment Conditions

During the course of your employment, you will not be permitted to undertake any other employment (including self-employment), consulting assignments, or engage in any external activities of a commercial nature without prior written approval of the Company. You will be required to effectively carry out all duties, responsibilities and obligations assigned to you by your manager and/or others authorized by the Company to assign such duties and responsibilities.

**8. Travel**

You shall travel to such places, within or outside India, as the Company may from time to time require in relation to the Company's business.

9. Intellectual Property Rights

You acknowledge that the Company is the absolute, unrestricted and exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your employment with the Company. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

You acknowledge that the Company shall own all rights, title and interest including copyright in any work created by you in course of your employment with the Company. To the extent such rights do not vest immediately in the Company, you agree to and irrevocably and unconditionally assign to the Company all your rights, title and interest including copyright in such works for adequate consideration, receipt whereof you hereby acknowledge. You agree to execute such other documents, as may be required by the Company, for recording the Company as the owner of such works at the Company's cost and expense.

10. End of Service

During the Probation Period, the Company may terminate this Agreement without assigning any reasons upon thirty (30) days prior written notice or payment of salary in lieu thereof, at the discretion of the Company. Similarly, during the Probation Period you may also terminate this Agreement without assigning any reasons upon thirty (30) prior notice in writing or payment by you to the Company of the salary in lieu thereof. In such an event and in addition to the thirty (30) days written notice or salary in lieu thereof, you shall also be liable to reimburse to the Company any joining bonus/ sign-on bonus paid to you by the Company at the time of your joining the employment of the Company.

Upon your confirmation, either Party shall be free to terminate this Agreement at will and, at any time, with or without cause, upon 30 days prior written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Company. In case you have received or otherwise entitled to any joining bonus/ sign-on bonus and, you exercise the option of terminating this Agreement within the period agreed as per your joining bonus/ sign-on bonus letter, you shall be liable to refund to the Company such joining bonus/ sign-on bonus as paid to you by the Company which shall be in addition to the 30 days written notice or salary in lieu thereof or a combination thereof.



11. Breach or Misconduct

Notwithstanding anything herein, the Company shall be entitled to terminate this Agreement, without notice and with immediate effect, in the event you are:

- I. Found to have engaged in any act of misconduct or negligence in the discharge of your duties or in the conduct of the Company's business
- II. Found to have engaged in any other act or omission, inconsistent with your duties
- III. Found to have engaged in any breach of this Agreement, or the Company Policy or lawful orders given to you by the Company
- IV. Convicted of any criminal offence
- V. Found to have engaged in unauthorized absence or absconding from work beyond a period of seven (7) days
- VI. Found to have engaged in theft of any asset, information or proprietary documents and/or dissemination of any confidential/proprietary information to any third party or individual not authorized by the Company for receipt of such information

12. Return of Property

On the termination of this agreement by either party, you will be liable to return any Company property /assets assigned to you. Failure to return the same to the Company will be considered as an offence and value of the property will be recovered from your Full and Final settlement. In case the value of the property is greater than the Full and Final settlement, the Company may choose to withhold (wholly / partly) the payment of the entire Full and Final settlement amount.

13. Governing Law

This Agreement shall be governed and construed in accordance with the laws of India. The invalidity or unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement. This Agreement shall be concluded and will be deemed effective on the submission of a signed copy to us, provided that your Compensation and Other Entitlements shall not begin to accrue until you commence work for the Company.

14. Dispute Resolution

Your employment with the Company is subject to Indian laws. All disputes shall be subject to the jurisdiction of Rajnandgaon, Chhattisgarh only.

With best regards

For Abis Exports (India) Pvt.Ltd.

Mr. Ajith Mani

VP - HR

I accept the above terms and conditions and shall abide by the service rules of the company.

Signature _____



Joining Date _____

Annexure 1
Compensation Break Up
Kartik Murlidhar Paliwal [Executive]

Compensation Structure/Detailed		
	Per Month [in RS]	Per Annum [in Rs]
[A] Fixed Components:		
Basic	15000.00	180000
House Rent Allowance	6000.00	72000
Car Reimbursement Allowance	0.00	0
Leave Travel Allowance	0.00	0
Uniform Allowance	0.00	0
Special Allowance	3279.00	39348
Net Salary	24279	291348
[B] Benefit Components:		
Retention Gratuity	721	8652
Provident Fund (Emp'r Contribution)	0	0
Total:	721	8652
[A+B] Gross CTC Salary:	25000	300000
[C] Deductions:		
ESIC Contribution	0	-
Provident Fund (Emp's Contribution)	1800	-
Trust Contribution	0	-
Income Tax	(As Applicable)	-
Total Deductions:	1800	-
[A-C] Approx Take Home Salary:	22479	In Rupee (INR)

1. * Employees have the option to optimize their tax outgo by opting for certain tax friendly components which are part of the Flexi pay. The options are mentioned below:

- | | |
|----------------------------------|------------------------------|
| a. Children Education Allowance | b. Children Hostel Allowance |
| c. Gift Voucher | d. Meal Coupons |
| e. Newspaper / Journal Allowance | f. Gadget Reimbursement |

The remaining value after allocation flexi pay components will be considered as special allowance and taxed as per the existing laws.

2. ** The deduction for Aziz Trust will be as follows:

- | |
|--|
| a. For employees earning between INR 25,000 to INR 99,999 per month, 1% of the salary earned for the month |
| b. For employees earning more than INR 1,00,000 per month, 1.25% of the salary earned for the month |

Proof of Aziz trust will be given through a receipt which will be given annually after the end of financial year which can be used under Exemption U/S 80G of Income Tax Act.

3. *Employee's P.F Contribution of equal amount will be deducted from monthly salary.

Signature _____

Date _____