

HRD/HBT/AL/001240

16th April, 2024

Mr. VIPIN PATANKAR

Flat No. 103, Amrut Residency, 12,
Vinay Nagar, Kesarbag Road,
Indore, Madhya Pradesh - 452009

Appointment Letter

Dear VIPIN,

Please refer to your application and our offer letter no. HRD/HBT/OL/001794 dated OL date 5th February, 2024 and subsequent discussions you had with us. We are pleased to appoint you in Band VI in HIGHBAR TECHNOCRAT LTD. Your present functional designation will be **Senior Consulting Manager**. The detailed terms and conditions of your employment are as under:

- 1.0 Your date of appointment is effective from **16th April, 2024**.
- 2.0 Presently, you are being posted at our **Bahwan Engineering Company LLC - Muscat**. However, based on the needs of the company, you can be transferred to any branch, site (or project), group (or associate) companies or a joint venture entered into by the Company, located anywhere in India or abroad.

Depending on the above, your functional designation may change accordingly.
- 3.0 Your compensation details will be as under:
 - 3.01 You will be paid a Basic Salary of **Rs. 66250.00/- (Rupees Sixty Six Thousand Two Hundreds Fifty Only)** per month.
 - 3.04 You will be paid a Special Allowance of **Rs. 103743.00/- (Rupees One Lakh Three Thousand Seven Hundreds Forty Three Only)** per month.
 - 3.07 All other components of your compensation will be regulated as per the compensation structure attached at **Annexure - A**.
- 4.0 You will retire from the services of the company on attaining the age of 58 years. Your date of birth as recorded with the Company on the basis of your declaration in your application form is **11th September, 1979**, and the Company will not accept any change on this account in future.
- 5.0 You will be governed by the Company's rules and regulations in force from time to time.
- 6.0 The Company will expect you to devote your whole time and attention to the duties entrusted to you and you will not engage yourself to work for any other person or firm or company in any capacity, nor will you do any private business without prior permission from the company in writing.
- 7.0 You shall not at any time or times, without the consent of the company disclose, divulge or make public except under legal obligation any of the secrets, processes, accounts, transactions, records, formulae, specifications, technical & patent information and know how.
- 8.0 (a) You hereby agree, declare and confirm that all copyrights, patents, and other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, drawings, models, designs, products, works of authorship discoveries and/or technical or business innovations discovered, conceived or created by you, solely or jointly with others, shall be considered "work made for hire" and shall belong exclusively to and be absolute property of the Company.

In continuation of Mr.VIPIN PATANKAR appointment letter dated 16th April, 2024

- (b) You shall disclose fully and completely to the Company, in relation to such inventions, discoveries or creations, including any and all information in your possession relating to their patentability and execute patent applications and other instruments considered necessary or desirable by the company or required by statute to apply for any similar documents of foreign countries covering such inventions, discoveries or innovations.
- (c) You will co-operate with and assist the company in any proceedings necessary to obtain and/or enforce Patent, and/or other applicable intellectual property rights. You further agree, declare and confirm to assign and execute any other documents or instruments necessary to convey to the Company ownership and exclusive rights in such inventions, discoveries, patent applications and/or patents or other intellectual property rights associated with the company and the same shall be binding upon your heir, assigns, executors, administrators and other legal representatives.
- (d) You agree, declare and confirm to keep confidential all knowledge and information relating to any such inventions, discoveries or creations during the course of your employment and till such time that this information remains confidential and retains value for the Company and has not been made public. Similarly, you further agree that during the employment and thereafter, you will not, directly or indirectly, for yourself or as an agent of another person or entity, solicit and enter into any business relationship for the purpose of developing, maintaining and creating any similar invention, discovery or creation.
- (e) You agree, declare and confirm that you shall claim no right, title or interest in or over any inventions, discoveries or creations that you worked on, whether individually or as part of a team, during and beyond your tenure as an employee of the Company.

9.0 You will be entitled to leave as per Company's rules as applicable from time to time.

10.0 You will work under the supervision of such officers as may be decided by the company from time to time. You shall diligently and faithfully carry out instructions given to you by your superiors in connection with the work assigned to you to the best of your knowledge, skill and ability and you shall further the business and interest of the company. Your hours of business shall be regulated to suit the duties entrusted to you from time to time.

11.0 In the event of your resignation from the services of the Company, you need to serve a notice of three months and you are expected to work as per the regular official schedule during that period.

During the period of notice you will not be entitled for leave. Your absence during such period will be treated as leave without pay and as per the guideline under the Separation Policy of the Company.

In the event of your resignation, if the company in its discretion decides not to use your services, the Company will relieve you anytime during the notice period by paying the notice pay amount comprising of Basic Salary proportionately for the remaining period from the completion of the Notice Period.

IMPORTANT NOTE:

The decision of Notice period buy-out by the employee is not a part of the company's standard policy. However, management may consider a request based on the specific situation and in this case the employee shall have to pay the short-fall in the Notice period prior to his/ her Last Working Day. The employee must note that the Approval on the employee's request for Notice Period Buy-out is at the sole discretion of the management of the company and the employee shall have no right to force the company (management) to exercise this option.

In continuation of Mr.VIPIN PATANKAR appointment letter dated 16th April, 2024

In case you are eligible for the PLP scheme and you resign before the payment of the Performance Linked Payment (PLP), then the PLP scheme would stand void while you are service notice period.

In case you resign before the completion of the financial year, then the PLP calculation would not be carried out for you. Nor will you be eligible for the Appraisal Process.

If you resign after the completion of the financial year, but before the payout of the PLP, then the scheme would stand void and you shall not be eligible for the PLP.

If you resign and then retract the resignation, then you shall be eligible for a reconsideration for the inclusion in the PLP scheme/ process. However, the final payout would be at the discretion of the Management.

- 12.0 Your services are liable to be terminated by serving three calendar months' (90 days) notice or paying three calendar months' (90 days) salary in lieu thereof. During the period of notice you will not be entitled for leave. Your absence during such period will be treated as leave without pay and the Separation Policy of the company.

In case of dismissal or termination for misconduct, you will not be entitled to any such notice or payment / salary in lieu of notice thereof

Three calendar month's (90 days) salary mentioned in this clause means Basic Salary only.

- 13.0 In the unlikely event of loss of lien or your abandoning the services, the Company will recover notice pay as per the terms stipulated in the previous paras, in addition to taking any other action, as deemed appropriate.

- 14.0 During your period of service with the Company, you may be deployed at projects of our various clients, whether on-site or off-site. You are prohibited to join the services of any such client, directly or indirectly, within a period of 6 months from the date of your exit from any such project with the client(s).

- 15.0 The Company, in its absolute discretion, can terminate your services without notice and notice pay if:

- a. You are convicted by the Court of Law for any criminal offence; or
- b. You are found guilty of gross misconduct such as theft, fraud, misappropriation, assault which is serious and grave in nature.

- 16.0 Your appointment is subject to:

- a. Submitting a medical fitness certificate issued by the Civil Surgeon/Registered MBBS Doctor at the time of reporting.
- b. Submitting copies of your all certificates, testimonials and passport size photographs.

- 17.0 Your continuation in employment with the company is and will be subject to:

- a. Your remaining medically fit. The Management will have a right to get you examined or re-examined from any registered medical practitioner / surgeon / physician of management's choice whose decision shall be final and will be binding on you.
- b. Satisfactory verification of your particulars, credentials, testimonials, etc provided by you and not having concealed any material information from us or having given false particulars in your application. During employment, at any time, if it is realized that the particulars, certificates, testimonials and the information furnished by you at the time of your selection, appointment and during employment are false or fabricated; your services will be liable to be terminated on that account without any notice or notice pay thereof.

In continuation of Mr.VIPIN PATANKAR appointment letter dated 16th April, 2024

- 18.0 The Terms & Conditions mentioned in this Appointment Letter are as per the existing policies of the company. The employee must note that Policies are subject to change and in such a case, the respective Policy Statements would supersede the Terms & Conditions mentioned in this letter (until and unless stated otherwise very specifically).
- 19.0 In the event of your resignation, before your separation from the services of the Company, you shall handover all movable / immovable / intellectual property of the Company and documents & information relating to it which is in your possession during your tenure of employment with the Company. Your relieving from the service of the Company shall be subject to proper handing over of responsibilities.
- 20.0 The contract of appointment will be deemed to have been arrived at in the Metropolitan City of Mumbai and you will be under the Administrative control of Head Office at Mumbai even though you may be posted outside. In case of any dispute or difference regarding terms and conditions of appointment or otherwise the cause of action would be deemed to have arisen in the Metropolitan City of Mumbai.
- 21.0 If at any time in future, your Residential address is changed, you will communicate the same to the Company in writing immediately.
- 22.0 The amount towards reimbursement of notice pay to your previous employer, if any, will be recovered from your final settlement dues, if you are separated from the Company due to any reason within one year of joining.
- 23.0 Similarly, if you are separated from the Company due to any reason within one year of joining, the entire joining expenses including the cost of transfer of personal luggage, if any, will be recovered from your final settlement dues. In case if you are reimbursed the family joining expenses (including the transfer of personal luggage and household goods etc.) the same will also be recovered from your dues.

In case the terms and conditions expressly enumerated above are acceptable to you, please sign the duplicate copy of this letter in token of your having understood and accepted the terms and conditions of employment.

We welcome you to our organization and look forward to a long and mutually beneficial association

Yours sincerely,
for **HIGHBAR TECHNOCRAT LTD.**
For Head- HR
Human Resources
03/05/2024 09:18:42 AM

I have read and understood the above terms and conditions of employment. All the conditions are acceptable to me and I hereby undertake to abide by all the above conditions, rules and regulations of the Company in force from time to time.

I have reported on _____

SIGNATURE Mr.VIPIN PATANKAR
03/05/2024 09:18:42 AM

**Enclosures:
Annexure A - Compensation.**

	Employee Name		Mr.VIPIN PATANKAR
	BAND		VI
	DESIGNATION		Senior Consulting Manager
	LOCATION		Bahwan Engineering Company LLC - Muscat
Monthly Payments - taxability as per applicable Income Tax rule	BASIC		66,250.00
	HOUSE RENT ALLOWANCE (HRA)		33,125.00
	SPECIAL ALLOWANCE		103,743.00
	TOTAL 1	Gross Payslip	203,118.00
Annual benefits - taxability as per applicable Income Tax rule	LTA	8.33 % of BASIC	5,519.00
	TOTAL 2		5,519.00
Retirals - taxability as per applicable Income tax rule	PF	12.00 % of BASIC	7,950.00
	GRATUITY b	4.81 % of BASIC	3,187.00
	TOTAL 3		11,137.00
Facilities not convertible into cash - notional figures	MEDICLAIM c		1,000.00
	GROUP ACC POLICY		60.00
	TOTAL 4		1060.00
	CTC PER MONTH		220,834.00
	CTC PER ANNUM		2,650,008.00
	PLP/VARIABLE PAY		450,501.00
	CTC PER ANNUM INCLUDING PLP		3,100,509.00

b - Applicable as per Payment of Gratuity Act.

c- As per applicable policy of the company covering upto maximum 4 family members i.e. Self, Spouse, 2 Children (subject to age limits)

The value of House Rent Allowance (HRA) is computed as per company policy. In case of transfer, the same will change as per policy applicable to the place of transfer.

For Head- HR			Mr.VIPIN PATANKAR
Human Resources			03/05/2024 09:18:42 AM
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