

Ref.ASBSP/HR/0810/851

Date – 17/03/2024

To,
Mr. Nitesh Manik Thakre

Dear Nitesh,

We have pleasure in appointing you to the position of “**Sales Officer**” in **Dry Mix** with AS Building Solutions Private Ltd. We look forward to a long and mutually beneficial relationship.

The position will be based in **Akola**, India and reports to the **Area Sales Manager**. Your date of joining the company shall be on or before **18/03/2024**. The terms and conditions of appointment are detailed below:

1. Salary and Pay Structure

1.1 Your remuneration package shall be as per Schedule A, attached to this letter.

2. Annual Review

2.1 The salary review is normally done on calendar year basis. The salary review shall be based on performance of individual, company performance, industry development as well as any other economic developments and will be done at the sole discretion of management.

3. Probation

3.1 The initial period of probation will be **6 months** but the management reserves the right to extend this period, if necessary. If at the end of the period of probation you are found suitable, your appointment will be confirmed by us in writing.

4. Learning and Development

4.1 During the course of your employment, the Company may provide you any need based training, education and/or development programs. The Company is expected to incur substantial costs to provide such training. Therefore, you may be required to enter into a service agreement as per the policies of the company prevailing at that time.

5. Place of work

5.1 You will be located in **Akola**, India. The Company, at its sole discretion, may transfer you to any of its offices in India.

6. Confidentiality

6.1 You acknowledge, agree and undertake as on date of appointment that you shall keep all the terms of this Appointment letter, including but not limited to salary package, confidential. Further you shall keep all the information received, accessed by you, either directly or indirectly,

ASBUILDINGSOLUTIONSPVT. LTD.

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during the course of your employment with the Company, confidential and refrain from divulging such information to any third party. In the event of your separation with the Company, you shall return all documents and property of the Company including but not limited to manuals, customer list or any material relating to Company's business obtained by you during the course of the employment.

7. Intellectual Property

- 7.1 You acknowledge, agree and covenant that all Intellectual Property Rights in any work done or arising out of, developed by you during the course of this employment shall belong to and vest solely in the Company.

For the purposes of this letter, the terms "Intellectual Property Rights" and "Know How" is defined as follows:

"Intellectual Property Rights" shall mean all rights, title and interests, vested and/or arising out of any industrial or intellectual property, whether protected at common law or under statute, which includes (without limitation) any rights, title and interests in inventions, patents, copyrights, designs, trademarks, service marks, trade-names, Knowhow, business names, logos, commercial symbols, processes, developments, licenses, trade secrets, goodwill, manufacturing techniques, patterns, drawings, computer software, formulae, technical information, research data, concepts, methods, procedures, designs and any other knowledge of any nature whatsoever throughout the world, and including all applications for the aforesaid, rights to apply and any amendments/modifications, renewals thereto; and all other intellectual property rights which shall be developed during the period of rendering of the Services by the Employee to the Company.

"KnowHow" shall mean all the scientific and technical documents, literature, papers and technical data, specifications, improvements including future improvements, developments and instructions concerning the methods, formulae and standards including but not limited to such written description, techniques, processes, flow sheets, work forms, technical specifications, manufacturing methods, documentation and any information pertaining to ancillary activities connected with the Services provided by the Company to the Employee.

8. Termination of Employment

- 8.1 The notice period, in the event of resignation by the employee or termination by the Company shall be **One** months or salary in lieu.
- 8.2 Notwithstanding the terms as per clause 8.1 above, the Company, at its sole discretion, reserves the right to terminate your services without notice or salary in lieu thereof for reasons including but not limited to, misconduct, negligence of duty, disloyalty, dishonesty, misrepresentation, indiscipline, disobedience, breach of confidentiality obligations, Intellectual Property Right obligations, irregular attendance, inefficiency, poor performance, provision of incorrect / false information to the Company about your past employment / experience / education / qualification or suppression of any material fact in this regard, or any act detrimental to the interests of the Company.

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Vishwa Vimal Complex, Opp. Hyundai Kothari Showroom, Next to Titan I Plus, Kharadi, Pune-411014. Maharashtra, India.

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- 8.3 During the probationary period, either party may terminate the contract of employment by giving 21 (twenty one) days' notice in writing.
- 8.4 When the employment with the Company ceases, you shall return all documents, agreements, goods, credit cards, mobile phones, laptops, data cards, and any material / assets belonging to the Company issued to you, either at the time of appointment or during the tenure of service. The employee shall also be required to prepare a detailed handing over report and submit the same to his line superior. The contents of such handing over report shall be as per the sole discretion of the line superior.
- 8.5 Release from the services of the Company shall be given only on satisfactory completion of clause 8.4 and settlement of all liabilities to the company.

9. **Disputes**

- 9.1 Any dispute between yourself and the Company concerning or relating to or arising out of this contract shall be settled and/or otherwise dealt with within the jurisdiction of the Court of Pune.

10. **General**

- 10.1 You are not authorized to issue any communication on behalf of the company other than that which is specifically allowed to you in writing by the management or by permitted by the currently valid Authority Limits Policy of the company.
- 10.2 You will adhere to all rules and regulations of the Company. You agree and undertake to adhere to all policies issued by the Company whether current or future.
- 10.3 You will be responsible for administration of staff working under you.
- 10.4 You will not take interest or engage yourself directly or indirectly, in any business or do any trading, on your own account.
- 10.5 You will open a bank account in the nearest branch of Citibank / HDFC Bank within 7 days of your joining to facilitate transfer of your monthly salary through the banking channel.
- 10.6 Breach of any of the above conditions and any form of dishonesty and insubordination will render you liable for termination of your employment without notice and forfeiture of dues from the Company, if any.

11. **Modification of Terms of employment**

- 11.1 The Company shall have the right to alter/modify the terms of your employment at its sole discretion.

12. Documents to be submitted

12.1 The following documents shall be submitted to the Company on or before your date of joining:

- a) Two copies of your passport size color photograph.
- b) Copies of educational certificates (along with originals which shall be returned to you immediately after verification).
- c) Release letter from your immediately previous organization.
- d) Experience letters immediately preceding two employments.
- e) Name, address, relationship and telephone number of two persons who shall be contacted in any emergency
- f) Aadhar Card(Front and back)
- g) Pan Card
- h) Salary slip of last three months
- i) Address proof(Electricity bill/ Gas bill)

Yoursfaithfully
for **A S Building Solutions Pvt. Ltd**



**Shivam
Singh Head
– HR**


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I have understood the terms and conditions as set forth in the Appointment Letter and I undertake to abide by the same.

.....
(SIGNATURE)

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ENCLOSURE – A

Name		Nitesh Manik Thakre		
Designation		Sales Officer		
Location		Akola		
Sr. No.	Particulars	Monthly	Yearly	
A	Gross Salary			
a	Basic Salary (Includes DA)	9,800	1,17,600	
b	HRA	2,800	33,600	
c	Standard Allowance	2,800	33,600	
d	Education Allowance	4,200	50,400	
e	LTA	2,100	25,200	
	Bonus			
g	Other Allowances	5,075	60,900	
	Total Gross	26,775	3,21,300	
B	Annual Bonus		-	
B	Company Contributions			
a	Provident Fund - Employer Share	1,225	14,700	
b	ESIC - Employer Share	-	-	
c	Other - Employer Share	-	-	
	Total Retirals	1,225	14,700	
C	Total CTC (A + B)	28,000	3,36,000	
	Particulars	Monthly Gross	Monthly Deductions	Take Home Pay
	Gross Monthly Amount	26,775		25,399
	Provident Fund - Employee share		1,176	
	ESIC- - Employee share		-	
	Bonus		-	
	Profession Tax		200	
	Income Tax TDS			
<div> <div>Employee Sign</div> <div>Employee Name</div> </div> <div>  <div>Authorized Signatory</div> </div>				

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