

APPOINTMENT LETTER

REF : Sodexo/43016431/2019/315351

Date :03-Oct-2019

Dear Philomina S ,
Emp Code : S0041863

We are engaged in the business of providing man power for rendering certain maintenance, cleaning, catering & housekeeping service contracts awarded to **Sodexo Technical Services India Pvt. Ltd.** we have a temporary vacancy of The continuation of this vacancy is uncertain, depending upon the status & duration of various contracts received by us from time to time.

Pursuant to your application for appointment with us, we are pleased to inform you that you have been selected for the appointment of the post of **Executive - Finance & MIS Executive** and your initial place of posting will be at **GRINDWELL NORTON** Under **Sodexo Technical Services India Pvt. Ltd.** to our clients in their premises on the following terms and conditions:

1. This appointment with **Sodexo Technical Services India Pvt. Ltd.** , will commence / has commenced on 03-Oct-2019 & shall continue up to 02-Oct-2020. Your appointment shall automatically come to an end at the close of working hours on 02-Oct-2020. When this contract of fixed term employment shall stand terminated by efflux of time.

2. Your total remuneration and other details are as mentioned below.

Particulars	per month
Basic	15423.00
Dearness Allowance	878
House Rent Allowance	6521
Site Allowance	1333
Gross Salary	24155

Your above wages will not be less than the minimum rate of wages fixed as per the enactment applicable to your employment in the respective State where you will be required to work and suitable adjustments will be made, if contingency so demands.

3. The vacancy in which you are being appointed is not a permanent vacancy & has arisen only because of certain additional contracts obtained by the Company, which are for the time being to be fulfilled by the company. Hence, your services shall stand automatically terminated in accordance with this clause in the event of the said addition contracts, or any of them being cancelled or withdrawn or otherwise coming to an end during the tenure of your appointment. In such event, you shall be informed in writing that your appointment stands terminated due to any of the aforesaid circumstances. You shall not be entitled to any compensation if your appointment is terminated under this clause.
4. During this contract of appointment, your services are liable to be terminated at any time by giving one month notice by either side, or without any notice by the company upon payment of one month wages in lieu of notice.
5. You are liable to be transferred to another branch, shift, post, place, city anywhere in India or to sister concern whether existence or which may come into existence hereafter. When required to work in the sister concern during your normal working hours, no additional payment will be made for such work. In case of such transfer, you will abide by the working hours of the shift, department, office or establishment etc. concerned without demanding any compensation or extra remuneration. On transfer you shall be governed by the conditions of service or rules and regulations that may be prevailing in the place to which you may be transferred.
6. You will be eligible for Privilege / Earned leave and compulsory holiday as per the law applicable to the State. Grant of leave will depend on the exigencies of work and shall be at the discretion of the management
7. During the period of your contract with our Company you shall be bound by the Sodexo Code of Conduct and the rules and regulations of the Company which are as per the Model Standing Orders applicable to the state.
8. Besides above conditions, you will abide by the Rules and Regulations of the Client where you will be posted.
9. You shall devote full time and energy in the interest of the Company. You shall not, while on contract with the Company concern yourself directly or indirectly with any other work or outside duties whether for gain or not without the express written permission from the management.

This is system Generated letter/signature is not required/digitally signed.

Registered Office:

1st Floor, Gemstar Commercial Complex, Ramchandra Lane Extension, Kanchpada, Malad(West), Mumbai - 400064, India

Tel.: +91 22 4421 4421 | Fax: +91 22 4421 4422

www.sodexo.com

10. You shall be responsible for the safe keeping and returning in good order of all the properties such as tools, equipment, instrument, uniform etc., which may be in your possession, custody, care or charge. The management shall have the right to deduct the money value of such thing from your dues and take such other action as it deems fit in the event of your failure to account for such properties whether during the course of service or otherwise.
11. During your employment with the Company, management may use your personal Email id for any official communications which will be deemed lawful communication to you.
12. You shall not disclose or divulge any secret or confidential information of the Company which may come to your knowledge directly or indirectly as an employee or otherwise to any one whether an employee of the Company or an outsider while in the service of the Company or otherwise unless compelled to do so by law.
13. You will be abiding with all Safety rules and regulations of the Company and the client where you will be posted. Any violation of Safety rules and regulations by you, will be treated as gross negligence on your part.
14. During the subsistence of this contract of employment, you shall at all times, work solely for the business and benefit of the company, and whether assigned to work in the company's own establishments or in the establishment, factory or office of any other principal employer, you shall at all times remain an employee of the company only. You shall not at any time during the subsistence of this contract of employment, claim direct employment or absorption in the services of any of the company's principal employer's or client's or of any establishment factory or office to which you are assigned, you shall maintain complete fidelity, trust and faithfulness towards Sodexo Technical Services India Pvt. Ltd. and any breach of this clause shall entitle the company to automatically terminate this appointment without any notice or pay in lieu thereof.
15. The company will not be responsible for any compensation on account of death or injury resulting in partial or total disablement, which is directly attributable to your negligence, disobedience, working under the influence of the alcohol or drugs or not following the safety instructions.
16. If you remain absent from duty without prior written permission of the management for 8 consecutive days or more, you shall be deemed to have voluntarily terminated this contract with the Company of your free will. Your services will be automatically terminated without notice or notice pay in lieu of notice under this clause. However, if you are aggrieved by an order under this clause, you may make an appeal to the manager within 15days of receipt of any order under this clause. The manager or any person authorized in this behalf will give an opportunity to give an explanation if any and may rescind, modify or after the order of discharge under this clause. However, this benefit will not be available to any person who has already availed of this clause in his employment with the company. For valid reasons, where an order is entered, the manager or authorized person shall treat the period of absence as leave without wages.
17. This appointment is based on the information given by you to us in your employment / personal data form and otherwise, and shall be considered null and void if a material error / suppression or false details is discovered therein at any time. In that eventuality, the management can recover the payment made to you towards your remuneration during employment and terminate your appointment forthwith.

Your services are liable to be terminated without any notice if you engage in any acts of insubordination misconduct defined in the Model Standing Orders or acts prejudicial to the interests of the company. You will endeavor to also ensure that your personal habits, grooming and hygiene are as per the organizational requirements and you will consistently maintain this during your employment tenure.

Your services can be also discharged on grounds of loss of confidence if by your action or conduct you have floriated the confidence or trust of the company or the client where you are deputed to work. The company will pay you one month's notice in lieu of notice if it decides to discharge you under these circumstances.

If for any reasons such as riots, earthquake, floods, civil commotion, or any other reasons whatsoever beyond the control of the company, the contract with the company is terminated by the customer, this fixed term employment will also come to an end automatically on payment of one-month's notice to you by the company.

18. Your appointment and continuance in employment will always be subject to your being found medically fit and the management will have the right to get you examined / re-examined from any Registered Medical Practitioner / Surgeon, whose finding shall be final and binding upon you. Your non appearance for medical examination, will treated as non-cooperation to the management and your services are liable to be terminated without any notice or notice pay in lieu of notice.
19. Your contract of employment shall be liable to be terminated without notice or payment in lieu of notice at any time during the

period of your employment:

- i. As and when the Company comes to know of your any previous conviction by a court of law or if you are convicted by a court of law at any time before the expiry of the stipulated period.
- ii. If you are found staging, encouraging or instigating any forms of coercive actions as wilful "go-slow", squatting on the work premises during or after working hours or "gherao" of any of the members of the managerial or other.
- iii. Indulging in act of force & Violence or to hold out threats of intimidation with an intention to illegally strike work or using force, violence or intimidate non striking workmen and or against managerial or other staff.

20. Any dispute in respect of any issues arising out of this contract will be taken up only with the judicial or quasi-judicial authorities within the territorial jurisdiction of the city of Mumbai in Maharashtra.

21. Any notice, request, consent, waiver or other communication required or permitted hereunder by either party shall be effective and shall be deemed to be received

- i. upon delivery when delivered by hand,
- ii. upon delivery, if sent by an express courier with a reliable system for tracking delivery to the address mentioned hereinabove,
- iii. sent by certified or registered mail, postage prepaid, return receipt requested, to the address as mentioned hereinabove
- iv. upon delivery if sent to the email address mentioned on the application form of the candidate
- v. upon verbal communication or SMS sent on the mobile contact number provided by the parties
- vi. When transmitted, if sent by confirmed facsimile.

You are requested to return the enclosed copy duly signed as a token of your acceptance of the terms and conditions of the contract of your employment with us.

For and on behalf of

Sodexo Technical Services India Pvt. Ltd.

Authorized Signatory

The terms and conditions of contract of my appointment hereinbefore mentioned is read and explained to me in Hindi / Local language and understood by me and I accept the said terms and conditions of my contract of employment.

Employee's Signature_____

Date_____

This is system Generated letter/signature is not required/digitally signed.\n\n\n