

**Date : 25th June 2019**

TMT/GPL/Appointment Letter/XI655

**Dear Babin Thoppil Babu,**

**Address :** Thoppil House  
Kairady Post Palakkad  
Pin - 678510  
Kerala ( India ) .

**Dear Babin THoppil Babu,**

We take great pleasure in appointing you in our Company as **Field Engineer at TMT GRANITES.PVT.LTD-Mangalam Dam**

Please note that the employment terms contained in this letter are subject to company policy.

## **APPOINTMENT**

### **1. Employment**

- a) Your date of appointment is effective from the date of joining which shall be as soon as possible but not later than **28th June 2019**.
- b) Your posting at the site explained is purely performance based. You may be transferred to other projects, as and when required by the company. You shall observe 6 working days per week or as applicable to the project site assigned to you.
- c) You will have to work with TMT Granites Pvt.Ltd for minimum of 1 year.
- d) In event of leaving the organization after completion of 1 year, a notice period of minimum of 60 days need to be provided else you will be deprived of the relieving from the company and the Final dues would not be provided.
- e) On account of resignation before completion of One (1) year, you would be deprived of the Full and Final settlement.

- f) After joining, you will be on probation for a period of three months. The probation period may be extended by a further period of up to three(3) months at the sole discretion of the company.
- g) During the probation period, in case of any performance issues or on grounds of disciplinary reasons, company can terminate this agreement by giving a notice of one month.
- h) On completion of your probation period, your employment with the company will be deemed confirmed and you will continue to be governed by the terms of your employment agreement. In case of extension of the probation period the company will issue a formal letter to notify the period of extension.

## **2. TERMINATION**

### **a) Termination for Breach of Code of Conduct**

The company may terminate this agreement at any time for breach of code of conduct with immediate effect, without giving any notice of termination to you, and without paying you any severance. The code of conduct shall be deemed as having been breached by any or all of the following:

- i. Conviction by, or entry of a plea of guilty in a court of competent and final jurisdiction for any crime involving moral turpitude or punishable by imprisonment;
- ii. Commission of an act of fraud, whether prior to or subsequent to the date of employment;
- iii. Continuing, repeated or willful failure or refusal to perform agreed duties in the company;
- iv. Gross negligence, insubordination or violation of any duty of loyalty to the company;
- v. Commission of any act which is detrimental to the company's business or goodwill or in breach of the company's ethical code of conduct;
- vi. Violation of any other provision of this agreement or company policies;
- vii. Providing false information on your application for employment or to the company at any time during the hiring process;

- viii. Failure to meet the expectation of the job as demonstrated by poor performance or absenteeism;
- ix. Failure to appear for work for three(3) consecutive days without obtaining the company's approval
- x. Omission or failure to highlight any information relative to prior employment, which would form part of the evolution by the company, to confirm your employment here; and
- xi. Failure to submit the requisite certificates and documentations as prescribed in the checklist within the pre-defined timelines. See Annexure – II

#### **b) Termination at the Company's discretion**

The Company may terminate this Agreement at its sole discretion by providing you Thirty (30) days prior notice. In lieu of prior notice, the Company shall only be required to pay you a maximum severance payment equal to One (1) month of Net Salary as mentioned in the Offer letter or the Increment letter whichever is latest.

#### **c) Full and Final Settlement**

On Willful resignation, relieving cannot be done without the approval of the reporting manager.

The relieving documents should be collected on the last day of employment, but not later than 15 days. If you fail to collect the documents on or before 15 days from the day you leave the company, the relieving shall be deemed incomplete and the company will close its records.

The final dues has to be collected in person on the date specified by the HR department which shall be within 45 days from the day you leave the company.

### **3. NON LIABILITY OF THE COMPANY**

If this Agreement is terminated by you or the company for any reason whatsoever, you shall not be entitled to any action or claim against the company before any court or arbitrator, on the grounds of wrongful termination of employment, or any other grounds whatsoever.

### **4. COMPANY PROPERTY**

The Company will provide you with infrastructure and tools as deemed necessary and in the management's sole and absolute discretion, for carrying out your duties. All such tools provided by the company will be the property of the Company and the Company will be responsible for regular maintenance, unless specified otherwise.

All such property of the company that is given to you, shall be returned to the designated person in the company, upon the termination of this Agreement and prior to the effective last date of your employment in the company.

## **5. LEAVE**

- Leave, holidays and working hours are as applicable to your category of employees and the location of posting .See Annexure I.
- Absenteeism without prior intimation or permission is considered as misconduct, which might reflect on your appraisals and promotions.

## **6. RESPONSIBILITIES**

- a) In view of your position and office, you must effectively, diligently and to the best of your ability perform all responsibilities and ensure results. You will be expected to work extra hours to achieve the above whenever the job so requires. In this connection, you are required not to engage in activities that have or will have an adverse impact on the reputation / image and the business of Info Services whether directly or indirectly.
- b) If you are required to undertake travel on Company work for which you will be reimbursed travel expenses as per the Company policy applicable to you.

## **DECLARATION BY Babin Thoppil Babu**

I have carefully read and understood the terms of this Agreement and accept the same unconditionally. I agree to be bound by rules and regulations of the Company as may be amended from time to time.

**Employee**

**Signature :**

**By: Babin Thoppil Babu**

**Date : 28<sup>th</sup> June 2019**

**For TMT Granites and Pvt.l.t.d,**

**Signature :**

**By: Tom George  
Managing Director**

**Date:28<sup>th</sup> June 2019**

## **Annexure-I**

### **LEAVE AND PERMISSION:**

**Casual Leave:** 8 days in year. But casual leave cannot be availed beyond 2 days. It cannot be enjoyed between 2 declared holidays. If availed, the same will be treated as privilege leave. Casual leave cannot be accumulated and has to be availed with prior intimation. Casual leave is entitled to all members.

**Medical Leave:** 6 days in a year, if the leave taken exceeds 2 days a medical certificate from a registered medical practitioner is a must. Absence of such certificate is treated as leave without salary.

**Privilege leave:** 8 days in year. This has to be availed with prior written permission. Those who have completed minimum 6 months can enjoy privilege leave. Only Privilege leave carry forward to next year and be accumulated for 3 years. PL can be encashed with minimum balance of 20 days to credit after 3 years of Service. Encashment of PL is calculated on the average Basic salary only. PL is applicable to permanent employees only.

**Late coming & permission:** Every two permissions, taken in a month will be considered as ½ day leave. Late coming for more than 2 days in a week will be considered as ½ day leave

## **Annexure – II**

### **CHECKLIST OF DOCUMENTS TO BE SUBMITTED ON THE DATE OF JOIN**

1. School & Graduation certificates
  2. Age Proof - Passport copy, Driving license, voters Id, Photo PAN Card
  3. Service Certificates of all prior employers
  4. Relieving letters of last 3 employers
  5. Last drawn pay slip
  6. PAN (Permanent Account Number) details
  7. Passport size photos – x 5 Nos.
  8. Post Card Size photo – x 2 Nos. ( If applicable)
  9. Proof of identity – Passport copy, Driving license, voters Id, Photo PAN Card , Photo Ration Card
  10. Proof of Address – Copy of passport, Voters ID, Driving license, Ration Card, LIC Policy, Electricity Bill
  11. Copies of any other certificates declared by you, while gaining employment with the company.
- All the above certificates must be submitted latest on the date of joining.

