

Appointment Letter

Date — 5th May 2021

To

Ms. Nutan Indulkar

E-04, Amardeep Co-op Housing Society,

Near Singh City Hospital,

Navi Mumbai 410208

Dear Nutan,

We refer to the personal interview you have had with us, and we wish to inform you as under:

This is to formalize our offer of appointment to you in our organization, DZ Fresh Foods Pvt. Ltd. (hereafter referred to as “the Company”), with effect from 5th May 2021 on the terms and conditions mentioned below. This appointment letter is highly confidential between you and the Company and any disclosure of the same to any third person will be viewed utmost seriousness.

- 1. Designation:** You are appointed as a “Trainee Graphic Designer” and you shall report to Ms. Rinku, Head of Marketing & Brand of the Company.
- 2. Date Of Joining:** You have joined us on 5th May 2021.
- 3. Salary:** Your Total Annual Employment Cost to the company would be Rs. 1,56,000 /- (1,56,000) lac only. The details of which is been given in the Annexure attached below.
- 4. Probation Period:** You will be on a probation period for the three months. Based on your performance your services will be confirmed with the company in written after three months.

During the probation period your services can be terminated with seven days’ notice on either side and without any reasons whatsoever. If your services are found satisfactory during the probation period, you will be confirmed in the present position and thereafter your services can be terminated on one month’s notice on either side.

Absence for a continuous period of ten days without prior approval of your superior, (including overstay on leave / training) would result in your losing your lien on the service and the same shall automatically come to an end without any notice or intimation.
- 5. Compensation:** You shall be paid an annual salary and benefits package as per letter given to you.
- 6. Working Hours & Duties:** Working hours is 9-10:00AM to 6-7:00PM. Sunday will be the weekly off.
- 7. Leave:** You will be eligible to the benefits of the Company’s Leave Rules on your confirmation in the Company’s Service.



During the period of your employment with the Company, you will devote full time to the work of the Company. Further, you will not take up any other employment or assignment or any office, honorary or for any consideration, in cash or in kind or otherwise, without the prior written permission of the Company.

8. **Exclusivity:** You shall devote yourself exclusively to the performance of your duties in the company and you shall not during the course of your employment with the Company, be engaged or concerned or interested in any other employment or business whether with or without remuneration. Further during the period of your employment with the Company, you shall not engage in any endeavor or activity which conflicts with the interests and business of the Company.
9. **Confidentiality :** You will not during the course of your employment with the company or at any time there after divulge or disclose to any person whomsoever including competitors and former employees, make any use whatsoever for your own purpose or for any other purpose other than that of the company, of any information or knowledge obtained by you during your employment as to the business or affairs of the company including development process reports and reporting system and you will during the course of your employment hereunder also use your best endeavor to prevent any other person from doing so. Failure to do so on your part may result in legal action against you and the person to whom the Information was divulged.
10. **Outside Employment:** While in the employment of the company, you are in no way allowed to be employed in any other company on a temporary or part time basis or offer your services with or without pay to any person, legal entity or public authority or to be occupied in your own business without prior written consent of the company.
11. **Performance Review / Appraisal:** The Company also has a policy annual (Joining to joining) salary appraisal based on performance. You will be eligible for salary appraisal under this policy based solely on the performance ratings achieved during the previous six months one year.
12. **Termination of Employment**
Subsequent to completion of the probationary term of employment referred to previously in this document, the Employer may terminate the employment of the Employee at any time for just cause, in which case the Employee is not entitled to any advance notice of termination or compensation in lieu of notice.
The Employer may terminate the Employee's employment at any time without just cause upon the Employer providing to the Employee at least one (1) month advance notice or one (1) month pay without notice
13. **Resignation & Termination:** Employee can terminate this employment by serving a notice of 2 months.
The Employer may terminate the Employee's employment at any time without just cause upon the Employer providing to the Employee at least one (1) month advance notice or one (1) month pay without notice.





Unauthorized absence or absence without permission from duty would make you lose your lien on employment; in such case your employment shall automatically come to an end without any notice of termination or notice pay.

You will be governed by the laid down code of conduct of the company and if there is any breach of the same or non-conformance of contractual obligation or with the terms and conditions laid down in this agreement, your service can be terminated without any notice: notwithstanding any other terms and conditions stipulated herein the company reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interest.

14. Suspension: This appointment letter is being issued to you on the basis of the information and particulars furnished by you in your application (including biodata), at the time of your interview and subsequent discussions. If it transpires that you have made a false statement (or have not disclosed a material fact) resulting in your being offered this appointment, the Management may take such action as it deems fit in its sole discretion, including termination of your employment.

15. Restrictive Covenant:

Following the termination of the employment of the Employee by the Employer, with or without cause, or the voluntary resignation by the Employee, the Employee shall, for a period of one year following the said termination or voluntary withdrawal, refrain from either directly or indirectly soliciting or attempting to solicit the business of any client or customer of the Employer for his own benefit or that of any third person or organization, and shall refrain from either directly or indirectly attempting to obtain the withdrawal from the employment by the Employer of any other Employee of the Employer having regard to the same business and temporal restrictions. The Employee shall not directly or indirectly divulge any financial information relating to the Employer or any of its affiliates or clients to any person whatsoever.

16. Intellectual Property Right: If during the period of your employment with us you achieve any invention process improvement operational improvement, or other process method likely to result in more efficient operation of any of the activities of the company, the company shall be entitled to use, utilize and exploit Improvement and you shall assign all rights thereof to the company for the purpose of seeking an patent rights or for any other purpose. The company shall have the sole ownership rights of all the intellectual property rights that you may create during the tenure of association with the company including but not limited to the creative concept that you may develop during your association with the company.

17. Company Property: You will be responsible for safekeeping and return in good condition and order of all Company property, which may be in your use, custody, or charge.

18. Non-compete: The Employees shall not join any other organization, indulged, in the same or similar line of business as the Client for a period of three (3) years from the date of termination of the Agreement.





19. Restrain: Use of company resources for personal use is strictly restricted. This includes usage of computer resources, Information Internet service mobile phone and working time of the company for any personal use. You will under no circumstances carry any work home unless specifically requested by your manager. Any usage of company information for personal use will result in immediate termination of employment without notice and/or legal action for misdemeanor as deemed fit by the company. You may/may not be required to reimburse the company for any losses incurred by the company on account of personal usage of company data.

20. Confidentiality:

The Employee acknowledges that, while performing and fulfilling his/her duties hereunder, he/she may have access to and be entrusted with confidential information concerning the present and contemplated financial status and activities of the Employer, the disclosure of any of which confidential information to competitors of the Employer would be highly detrimental to the interests of the Employer. The Employee further acknowledges and agrees that the right to maintain the confidentiality of such information constitutes a proprietary right which the Employer is entitled to protect. Accordingly, the Employee covenants and agrees with the Employer that he/she will not, during the continuance of this agreement, disclose any of such confidential information to any person, firm or corporation, nor shall he/she use same, except as required in the normal course of his engagement hereunder, and thereafter he/she shall not disclose or make use of the same.

21. Other Matters: Certified copies of your certificates, bank statements including the proof of your age, together with originals and other required documents may please be submitted for verification to the company. If any of lie information / documents submitted by you for getting the employment is / are found to false / bogus / fraudulent or any declarations given or furnished by you to the Company prove to be false or if you are found to have willfully suppressed any material information in such case, your services being void, abolition, will be terminated forthwith without any notice or payment in lieu thereof.

Please sign and return to the undersigned the duplicate copy of this letter signifying your acceptance.

We welcome you to The Company Name family and look forward to a fruitful collaboration.

With best wishes,

DZ Fresh Foods Pvt. Ltd.

Tisha.T

Tisha Tripathi
HR & Admin Manager

Accepted
Nutan

Annexure - A			
Name of Employee		Nutan Indulkar	
DOJ		5 th Jan 2022	
Designation		Trainee Graphic Designer	
CTC	Monthly	Annually	
a) Monthly Salary	13000	156000	* See notes
b) Monthly PLI (Performance Incentive)	0	0	* See notes
c) Annual PLI (Performance Incentive)	0	0	
Total CTC	13000		
Breakdown			
Basic wages	7800		
HRA	3120		
Bonus	1560		
Others A	520		
a) Monthly Salary (Gross)	13000		
Professional Tax (PT)	200	Will be deducted	
Others B	0		
a) Monthly Salary (In Hand)	12800		
b) Monthly In-Hand with Monthly PLI	12800	* See notes	
<p>*PLI is variable. It is usually paid 100% if performance is up to expectations else it will be paid after deduction as per the rating.</p> <p>*Monthly PLI is paid monthly, Annual PLI is paid annually.</p> <p>*PT is deducted for employees for Monthly Salary >= 6000.</p> <p>*Income tax is employee's responsibility to pay to government.</p> <p>*3 months' probation period.</p>			