# Ref No. OGC/2023-2024/Org/P&A/Emp/0011 Date: 05 JUN 2023

**To**

# Mr. Balram Kumar

# Korra, Hazaribagh,

# Jharkhand 825301

# Sub: Appointment Letter.

**Appointment Letter**

Dear **Mr. Balram Kumar**,

# Congratulations!!! Om Geo Construction Private Limited heartily welcomes you to the team.

We have the pleasure in welcoming you to our organization and offer you an appointment as **“Geologist”** on the following terms and conditions, subject to your reference being satisfactory. You are requested to join on **20th of June, 2023.**

# APPOINTMENT

* 1. **Probation:**

You will be on probation for a period of **Six months** from the date of joining but may be reduced or extended based on your performance at the discretion of the Company.

# Confirmation:

Your appointment will be confirmed in writing after you have successfully completed the probationary period as above.

# REMUNERATION

* 1. Your CTC will be **Rs. 15,000** (**Rupees Fifteen thousand only**) per month.
  2. Your Salary break up has placed in Annexure-1.

# LEAVE:

You will be entitled for leave as per Company policies.

# HOURS OF WORK:

You will be governed by the working hours/days of work and other conditions of service as the establishment to which you may be from time to time attached. There may be occasions when you have to work beyond normal working hours/day due to exigency of company’s business.

# POSTING:

You will be posted at **site,** however your duties may be varied from time to time and you are liable to work at project locations for field verification anywhere in India or abroad.

# NOTICE PERIOD:

* 1. This engagement may be terminated by the Company at any time by giving a notice of one month. The company will reserve the right to require you not to come to work during the period of notice.
  2. Not with standing anything to the contrary herein contained misconduct on your part will entitle the Company to terminate your services without notice or payment in lieu of notice.

# TERMINATION:

The Company may by written notice terminate this employment without liability for compensation or damages, if:

* 1. the Employee fails to comply with his/her duties and obligations as set out in this employment or any subsequent document and the failure remains unresolved for eight days after being called to his/her attention by written notice from the Company;
  2. the Employee becomes unable to carry out his/her duties and obligations under this employment through incapacity;

1. the Employee becomes of unsound mind or a patient within the meaning of the Mental Health;
2. the Employee is convicted of a criminal offence other than an offence which in the reasonable opinion of the Company does not affect the relationship between the Company and the Employee;
3. the Employee becomes bankrupt, has a receiving order made against him, enters into any arrangements with his/her creditors or takes or suffers any similar action as a result of debt;
4. the Employee is found guilty of any act which brings the Company into dispute or which in the Company’s reasonable opinion is prejudicial to their interest;

# RETURN OF PROPERTY:

On termination of the employment or upon demand of the Company, the Employee shall deliver up to the Company all keys, identification cards, listings, policies and procedures manuals, invention, records, data, plans, programs, correspondence, memos and all other related documents or materials in his/her possession. Furthermore, the Employee warrants and undertakes that he/she, or through a third person, will not make, or allow to be made, any copy or records in any form of the above-mentioned materials.

# CONFIDENTIALITY:

The Employee shall not at any time during his/her employment, (except so far as is necessary and proper in the course of his/her employment), or at any time after his/her employment has been terminated, disclose to any person any information as to the practices, business dealings or affairs of the Company or any of the Company’s clients, or as to any other matters which come to his/her knowledge by reason of his/her employment.

# RESTRAINT:

* 1. All documents and confidential information that come into the possession of the Employee whilst working for the company remain the property of the Company. Details of any systems used by the Company or other information, knowledge and techniques obtained during the course of employment must not be disclosed to any person outside the Company, either during employment or at any time afterwards.

# As of the date of this employment, the Employee is deemed to be the sole and exclusive Employee of the company and cannot leave the company for next three years from Date of joining and after three years onward strictly prohibited from accepting any additional employment, without obtaining prior written consent of the Company.

* 1. For a period of 1 year from the termination date the Employee agrees not to contact any clients or Employees of the Company or any associated Company in relation to any business.
  2. For a period of 1 year from the termination date the Employee agrees not to entice or encourage or induce any Employee of the Company to leave the employment of the Company.
  3. For a period of 1 year from the termination date, the Employee agrees, without the written consent of the company, not to be unreasonably withheld, to enter into any employment contract with the Company’s clients.
  4. For a period of 1 year from the termination date, the Employee shall not cause or encourage any of the Company’s suppliers to cease or reduce its supplies, services or advices to the Company.
  5. The Employee shall not during the duration of the contract or for a period of 1 year from the termination date carry on alone or in partnership or as any agent of any other person any business competitive with or similar to the Company’s business.
  6. During the period of employment, the Employee understands that she/he has a general duty to protect the assets and good name of the Company. The duty applies equally to his/her personal conduct and the observance of that of others. Should she/he become aware of dishonesty she/he clearly understands that it is his/her duty to report the circumstances. This appointment is offered on the basis of your having furnished the Company, correct information regarding your past service and other records. If at any time, it is revealed that employment has been obtained by furnishing false information or withholding pertinent information, the Company will be free to terminate your services at any time without notice. Kindly return to us the enclosed duplicate copy of this letter of appointment duly signed by you in token of your confirmation and acceptance of the terms and conditions.

Thanking you,

For and on behalf of,

# Om Geo Construction Private Limited.

**ANNEXURE-1**

|  |  |
| --- | --- |
| **OM GEO CONSTRUCTION PVT. LTD.** | |
| Name: | **Mr. Balram Kumar** |
| DOJ: | 20th June-23 |
| Designation | Geologist |
| **EARNINGS Gross-INR** |  |
| Basic | 12,000 |
| HRA | - |
| Conveyance | 2,000 |
| Special Allowance | 1,000 |
| **Monthly CTC** | **15,000** |
| **Annual CTC** | **1,80,000** |
| Amount of salary will be credited in the account of employee after deducting TDS as per appropriate rules (if applicable) | |

# FOR

**OM GEO CONSTRUCTION PRIVATE LIMITED**

# Accepted- BALRAM KUMAR

# Signature:

**Date:**