**SPPL/HR/16-17/AP/89 Date: 29th May 2017**

**To,**

Mr. Raviraj Karale

“Yashadanakshatra”,

Vishwashanti Galli No.4,

Pimple Saudagar , Pune.

**Sub:** **letter of appointment**

**Dear Raviraj ,**

**Congratulations!** Upon your selection With Span Pumps Pvt. Ltd. We are pleased to appoint you in our organization as **“IOT Engineer”**, on the following terms and conditions:

1. **Date of Joining**

Your Date of Joining with Organization is effective from **“29th May 2017.”**

1. **Probation**

You will be on probation for a period of six months from the date of joining. On completion of this period, you will be deemed to be confirmed, unless the Company extends your probation, in writing, within a month from the date of completing Six months in the organization.

1. **Salary structure and Taxation**

The salary structure of the Company may be altered / modified at any time without prior notice & your package of remuneration & other terms may be altered / modified from time to time. Further, salary, allowances & all other payments / benefits will be governed by statutory provisions in force from time to time & subject to deduction of appropriate taxes at source.

1. Your CTC per annum will be **Rs.3,87,443/- (Three Lakh Eighty-Seven Thousand Four Hundred and Forty-Three Only).**

**Confidentiality of Remuneration and Other Terms of Employment**

Please note that the matters pertaining to the terms and conditions of your employment including your remuneration are strictly personal between you and the Company, and should be treated as strictly confidential.

1. **Confidentiality of Information**

You shall observe utmost confidentiality and secrecy of any and all information received by you or entrusted to you in the course of your employment and you shall at all times, whether during or after the termination of your employment, act with utmost fidelity and not disclose or divulge such information to a third party or make use of such information for your own benefit.

Please find the confidentiality agreement attached (Annexure 2)

1. **Nature and Location of Work**

**6.1)** This offer is subject to your preparedness to be associated to work in any office environment within the Company or its sister concern, as desired by the Company from time to time.

**6.2)** At present, you will be posted at **Pune.** However, your services are liable to be transferred to any other department, work sites, offices, and branches, associate or group companies anywhere depending upon the exigencies of work.

1. **Multiple Employments**

You are required by the Company not to undertake any employment or enter into any other type of association anywhere else, even on a part time basis whether for any consideration or not. Contravention of this will lead to termination of your services from the Company without notice, with no liability on part of the Company for payment of compensation in lieu of such notice.

1. **Notice Period**

This employment is terminable by either party by giving Three-month notice in writing or salary in lieu of notice to the other party.

1. **Termination of Services:**

Company may at any time terminate your service without any notice or pay during or after the probationary period (upon confirmation) if an employee has been found to be in violation of any or all of the following causes.

1. **Termination with Causes:**
   1. If the management finds the information /particulars given by you in the application form or at the time of interview, herein or elsewhere are incorrect or false either.
   2. If you are found habitually absent without prior permission of the Management or if you proceed on leave without prior sanction or over-stay the sanctioned leave without first getting it sanctioned, then your services would be liable for termination purely at the discretion of the Management.
   3. If at any time you shall, by your conduct, render yourself incompetent to perform your duties, or if you are found to be dishonest, disobedient, intemperate, irregular in attendance, breach of any of the terms of the appointment letter or of any of its stipulations herein, for any offence involving turpitude (vile or shameful) , without prejudice to any of its rights under the terms herein, or any other reason, the Company shall have the right to Terminate your employment forthwith without any notice & Payment. In case of payment due it will be deducted from your salary.
   4. If you are convicted by any Court of Law or detained by the Police for any offence involving moral turpitude, the Company shall be entitled to terminate your employment forthwith without any notice or payment in lieu thereof.

**10) Termination without Cause:**

10.1) During the period of probation your appointment is terminable by giving one day Notice period

10.2) The period of One days may extend if you are working on any assignment or assignments during the notice period, such assignment or assignments must be completed to the satisfaction of the company, before your services will be released.

**11) Pre – requisites For Relieving from The Employment**

11.1) Upon the termination / resignation of your employment, you will immediately surrender all the material belonging to Company or documents made during the course of employment, including (but not limited to) all notes, correspondence, documents, client lists, records, data bases, and related data of any kind in any way associated with the Company or the work conducted during the period of your employment.

11.2) The Company shall not relieve you from the employment till you pay back all the dues, if any, which you owe to the Company in the form of cash or kind.

11.3) The Company shall not relieve you from the employment till you clear all the outstanding from the trade partners associated/designated under your work location.

**12) Travelling**

In case of travelling, all the requisites mentioned in the travel policy are mandatory to complete. According to Span Pumps Pvt Ltd travel policy, you will be considered under **Yellow** club. The detailed travel policy is shared with you through the email.

Our heartiest welcome to you & wish you a successful, rewarding career with us.

**Regards,**

**Authorized Signatory**

**SPAN PUMPS PVT. LTD.**

**Annexure 1**

|  |  |  |
| --- | --- | --- |
| Name | Mr. Raviraj Karale | |
| Designation | IOT Engineer | |
| Date of Joining | 29th May 2017 | |
| CTC | Rs.3,87,443/- | |
|  | Monthly | Annually |
| Basic | 11880 | 142560 |
| HRA (50% of Basic) | 5940 | 71280 |
| Conveyance (Rs.1600 Monthly) | 1600 | 19200 |
| Medical Reimbursement\*(Rs. 1250 Monthly) | 1250 | 15000 |
| LTA\*\*(Annually One Month’s Basic) | 990 | 11880 |
| Education Allowance (Rs. 100 Monthly) | 100 | 1200 |
| Progressive Allowance (Remaining Amount) | 7940 | 95280 |
| **Gross (A)** | **29700** | **356400** |
| PF (Employers Contribution) | 1587 | 19046 |
| ESIC (Employers Contribution) | 0 | 0 |
| Insurance | 0 | 5000 |
| Bonus | 0 | 6997 |
| **Total Retirals (B)** | **1587** | **31043** |
| **Cost to the Company (A+B)** | **31287** | **387443** |
| PF (Employees Contribution) | 1426 | 17107 |
| ESIC (Employees Contribution) | 0 | 0 |
| PT | 200 | 2500 |
| **Total Deduction (C)** | **1626** | **19607** |
| **Net Pay Before Tax (A-C)** | **28074** | **336793** |

**Annexure – 2**

**Letter of Confidentiality**

I, working as **“IOT Engineer”** shall accept and agree the below mentioned terms & conditions pertaining to the confidentiality of our business practices:

Span Pumps Pvt. Ltd. has its foundation strongly built by four core values and we take these very seriously.

**INTEGRITY:** an uncompromising and predictably consistent commitment to honour truthfulness, accuracy, actions, values, methods, principles and ethics.

**ATTENTION TO DETAIL**: It’s critical to focus on “accuracy” in the details, as we all undertake several tasks (to and for) during each day.

**ATTITUDE TO THINK ABOUT CUSTOMER PROBLEMS/BENEFITS:** To understand the customer’s issues, and then align our strategies/plans/product features to cater to those issues is a must.

**FUN:** We have an active culture, where there are a variety of fun/group activities both indoors-outdoors, competitions, events, celebrations, where every individual is given a chance to exchange ideas, showcase their talents, bond as a family, learn new skills and grow as an individual.

**GOOD HEALTH OF THE EMPLOYEE:** Span promotes Healthy lifestyle for each member through its various physical exercise events, getting related consultants, experts on-board, to addressing individual health issues.

1. **Definitions (not restricting to the below mentioned)**
   1. **Information:** Business Strategy, Trade Secrets, Product Formulations, Route to Market Strategies, Product Information, Organizational Structure, Salaries, Distribution Network, Marketing Strategies, Client Information, Policies & Procedures, Functional Operational Strategies, Technology. All these along said details and processes, whether contained in written, oral or electronic form, whether existing on paper, in form of electronic data, on compact disk drives, hard disks, or exchanged through e-mails, written communications, sketches, drawings, designs or in any manner whatsoever shall deem to have been included in the expression Confidential Information, whether protected or unprotected either as original or copied or otherwise available or dealt with or used on Company’s products or not.

All the above said points shall mean information belonging to Span Pumps Pvt. Ltd. & any companies associated with Span Pumps Pvt. Ltd. directly or indirectly & group companies currently existing or arising in the future.

* 1. **Product(s):** All the products of Span Pumps Pvt. Ltd.
  2. **Invention:** the word invention is to be understood to mean anything which might be capable of protection, in any country, against copying by a patent, a registered design, copyright, or otherwise
  3. **Competitor Company:** Any company which is operating on the similar lines of our product portfolio/category currently in operation or which might be operational in the time to come, business operations and strategies.
  4. **Company/Non-Competitor Company:** Any company which is not operating on the similar lines of our product portfolio but has functional operations similarity.
  5. **Business:** Any trade or transaction commercial or non-commercial in nature through proprietorship or partnership or any other nature modified, declared or registered from time to time.

1. **Terms & Conditions: Confidentiality** 
   1. I shall not directly or indirectly share or disclose any information either owned by the Company or permitted to be used by the Company or either owned by the Client or permitted to be used by the Client, developed or being developed or under testing would be made available to the Employee or may be observed by the Employee or may be communicated to the Employee by employees/officers/directors of the Company and all such information is “Confidential Information” having commercial value, owned or permitted to be used by the Company, and the Employee is required to maintain strict confidentiality in respect of such information and each part of the same and is authorized only to use such Confidential Information for the purpose of discharge of his duties during his employment with the Company to any competitor or non-competitor company during my course of employment with Span Pumps Pvt. Ltd as well as during my course of employment with any other company or to a **period which is unlimited** after my employment disengagement from Span Pumps Pvt. Ltd.
   2. I shall agree that I will not join any competitor company, within a period of six months from the date of disengagement of my employment with Span Pumps Pvt Ltd. Further, in case of termination of my services by the company I shall not directly or indirectly share or disclose any information pertaining to the company. However, if I take the No Objection Certificate from the organization on my exit and on my personal declaration of the company that I am going to join, I would be allowed to join the competitor company without any obligation
   3. In case if I start my own business in proprietorship or partnership or any other form I shall not use any information which is proprietary to Span Pumps Pvt. Ltd for the benefit of my business
   4. I shall not communicate any Confidential Information to any other employee or officer of the Company, unless I am required to do so as per the procedures set by the Company
   5. I shall not communicate any Confidential Information or part thereof, either directly or indirectly, in any manner to third parties unless specifically permitted in writing by the Company through its Authorized Officer
   6. I shall not copy, duplicate, create any record either in writing, electronic or record as of verbal communication containing any Confidential Information or part thereof without the specific approval of the Authorized Officer/Director of the Company and on creation, with or without authority, any such copy, duplicate record, report or other information containing Confidential Information, such report, copy, record or output shall deem to be part of the Confidential Information and all obligations and terms and conditions contained in this Agreement relating to such Confidential Information shall apply to such report, copy, record or output
   7. When I am required to disclose any Confidential Information or part thereof, to any Authority having legal power to ask for such disclosure, I shall intimate the Authorized Director of the Company immediately on receipt of requisition from such a Statutory Authority about disclosure of Confidential Information or any part or effect of use of such information and shall disclose only such Confidential Information, which is required to be disclosed by law, and shall ensure that the Intellectual Property Rights and other rights of the Company’s customer or of the Company are appropriately protected while making such disclosure, so as to ensure that such disclosure does not create any third party liability on the Company. The written report about the Authority to whom disclosure has been made, the extent of disclosure and nature of information disclosed shall be communicated/submitted by me, in person to the Authorized Director of the Company as soon as such disclosure if made
   8. On termination of my employment, for any reason whatsoever, I shall hand over all Confidential Information, either available in written or electronic form, to the Company and obtain a certificate from the Authorized Director of the Company about handing over of such Confidential Information and submit a declaration that no such information, either in written or electronic form, is held by me, either on cell phone, computers, laptops or in written form in any manner at any place and all such information has been deleted from all backup files, from stored media, including of any service provided to me such as internet service provider, e-mail router and others. The Company shall be entitled to verify all hand held or other equipment, whether electronic or otherwise, whether at the office or at the residential premises or other place, owned, possessed or being used by me and I hereby grant licenses and permissions to the Company to depute its agent to carry out such verification and authorize the deletion of any Confidential Information found/being stored in any equipment or otherwise
   9. I agree that any dispute or controversy arising out of, relating to or in connection with the interpretation, validity, construction, performance, breach or termination of this Agreement or relating to any use or disclosure of any Confidential Information shall be settled by binding arbitration, if not settled by discussions and negotiations between the Company & me, to be held at Pune, and referred to an arbitration panel consisting of 3 (three) arbitrators – 1 (one) of whom is to be appointed by the Company, another by me and the third to be appointed by the two arbitrators, so appointed, provided that in case I fail to appoint the arbitrator, as provided herein within 7 (seven) days from the date of receipt of notice from the Company to do so, or the two arbitrators, so appointed by the Company and by me, fail to agree within 15 (fifteen) days on the name of the third arbitrator, then the arbitration proceedings shall be commenced before a sole arbitrator to be appointed by the Company. The arbitration proceedings shall be held as per the Arbitration and Conciliation Act, 1996 and any modifications thereto and the findings of the arbitrators shall be final and binding on the Parties. Judgment may be entered on the arbitrator’s decision in any court of competent jurisdiction
   10. I shall in no circumstances pass on any information to my family members or any other relations
2. **Invention**
   1. Any invention, improvement, modification, development, appreciation or suggestion made or envisaged by me while using the Confidential Information shall belong to the Company and I shall not have any right, title or interest in such invention, improvement, development, modification or suggestion. I shall be bound to disclose any invention, development, modification or improvement made by me to the Company without any delay. I agree & declare that the salary being paid by the Company to me is sufficient consideration for such communication/right of the Company to exploit such invention, improvement, modification, development or suggestion made or thought of by me
   2. I shall disclose to the company promptly in writing any invention which may occur to either alone or in conjunction with any other person during my employment with the company, with the exception of inventions, which I know to be not applicable to the field of activity of the Company
   3. I shall treat all information relating to any such invention as confidential and disclose it only to my superiors or any such persons as the superior directs. I shall not publish, except with the written consent of the company, any information in relation to any such invention
   4. I shall inform the company at the commencement of the employment with the company of all inventions previously made by me, which I am not precluded by contract from disclosing to the company and for which an application for a patent or for a registered design has not yet being made. The Company will be free to adopt any of my inventions conceived during my employment with the company without any consideration, and to assign to others the right to adopt it, and the company will absolutely be entitled to any industrial or commercial protection rights anywhere in the world including rights arising from the obtaining of letters of patent or design registration in respect of such invention.

I do hereby agree that any breach of the above-mentioned terms and conditions amounts to serious misconduct entitling the Company to dismiss me and/or terminate the contract of my employment without being responsible for any consequences of such termination and moreover the Company shall have the right to recover the damages suffered or likely to be suffered due to such unauthorized disclosure of Confidential Information by me.

**Please note that I would disclose the complete information of the organization I would be joining post my resignation or termination from my services with Span Pumps Pvt. Ltd**

This document is executed in duplicate. Both Company & I shall have one copy each which shall be treated as the original, and both the copies together constitute one and the same agreement.

I hereby declare that I am signing this document in full knowledge and I am very much aware of the fact that I will need to appear before any legal body in case of any dispute arising out of misconduct.

**For Span Pumps Pvt Ltd**

**Employer Name: Mr. Nikhil Bhandari**

**Authorized Signature:**

**Date:**

**Employee Name: Mr. Raviraj Karale**

**Employee Signature:**

**Date:**