

**CONFIDENTIAL**

To,

**Mr. Vishal Manki Saroj**

**Address – PMGP Colony Ambedkar**

**Nagar Mankhurd Mumbai -400043**

**Contact - 8169444108**

**Emp. Code: 49890027**

**Subject:** Offer Cum Joining Letter as **AFC Engineer**

Dear **Vishal Manki Saroj,**

**Welcome to Elis Technosystems India Private Limited!**

We are pleased to appoint you as **AFC Engineer** with effect from **13th January 2025**. Your current place of posting will be **Mumbai**.

The following are the terms and conditions of the appointment –

**1. Compensation & Benefits**

- i. As compensation the Company shall pay you a fixed compensation of **Rs.20,000/-** per month. The detailed breakup is attached as *Annexure A*.
- ii. You shall be eligible for leave, reimbursements, and allowances, etc. as per company policies. The details of company policy are attached as *Annexure B*
- iii. The company shall be entitled to make deductions from your salary for Income tax or any other tax levied by the government to be deducted at source, recovery of advances or for adjustment of overpayment, deduction in salary due to unauthorized absence from duty as per leave policy (*Attached Annexure B*) or any other legitimate deduction.
- iv. Compensation will be reviewed at the sole discretion of the company and shall be based on the satisfactory performance of the employee.

**2. Probation**

Initially, you will be on probation for a period of **three** months from the date of your joining and the said period of probation shall be liable to be extended by another **three** months or more purely at the discretion of the Company.

During or at the expiry of the said period of probation or the extended probation, either party shall have the right to terminate the contract by giving one month's notice or payment of one-month Basic salary in lieu thereof You shall continue probation till your services are confirmed in writing by the Company.

### **3. Nature of Work**

You will work at high standard of initiative, creativeness, efficiency, and economy in the organization. The nature of work and responsibilities will be assigned and explained to you by your senior from time to time. Apart from your normal job duties explained to you at the time of your joining, you will also be required to carry out other administrative, managerial, supervisory, or other functions, if exigencies of the work so require.

### **4. Working Hours**

Elis Techno Systems (India) Private Limited observes **Six days'** work week; from Monday to Saturday (Sunday is weekly holiday). Regular office timings are from 9.00am to 6.00 pm. Each employee is required to work a minimum of 9 hours (including lunch) /54 hours per work week. Employees departing at the client's end are required to follow the timings & workdays as per the client norms. Those functions which follow the roster system will have staggering weekly off based on shift schedule.

### **5. Transfer**

You are posted at **Mumbai**, your services are transferable in view of exigencies of work to any business unit, practice, branch office or establishment of the company or its Associates Subsidiaries etc. anywhere in India or overseas. Upon your transfer to the concerned business unit or branch or establishment of the Company, or to the associated subsidiary companies, whether in India or abroad, you will be bound by the service conditions and work practices prevailing in the concerned transferee establishment. The transfer will be without prejudice to your existing emoluments and wages.

### **6. Address**

In case of any change in the address during your employment with the Company, it shall be your duty to intimate the same in writing to it within three days from the date of such change and shall also get the change so effected/recorded in the Register of Address maintained for the purpose by the Company.

All communications sent to you by the Company at your last given address shall be deemed to have been delivered to you to the correct address. You will intimate in writing to the Management any change of address within a week of the change of the same, failing that any communication sent on your last recorded address shall be deemed to have been served on you.

### **7. Other Employment**

You shall be the whole-time employee of the Company and shall not engage yourself in any work similar in nature to that of the Company and / or in which you may for the time be engaged by the Company and / or engage yourself anywhere in any work, profession or employment either honorary or otherwise during the period of your employment with the Company.

#### **8. Medical Fitness:**

Your appointment, continuation, and permanency as an employee of the Company will always be subject to your remaining physically and mentally fit and alert considering the nature of your duties. As and when found necessary, the Management will have the right to get you reexamined by any registered medical practitioner of its choice or a civil surgeon of the area as it thinks fit and proper. The Company reserves the right to initiate necessary actions, including termination of employment, in any of the following situations:

- i. A false declaration of medical fitness by you.
- ii. Being found medically unfit to continue with the job, by a Company appointed medical practitioner. In such an event, you will be given specified time from management to regain your fitness.
- iii. Infectious diseases – in case you acquire any infectious diseases which are likely to be a risk to other employees.

#### **9. Termination of Service**

- a) After confirmation, the services of the employee are liable to be terminated upon One month's written notice on either side or payment of basic salary in lieu thereof, in terms of the contract of employment.
- b) The Management reserves its right to call upon the employee to serve three months' notice period as and when required on the ground of exigencies of the management's needs and requirements. In such an event, the Management would be justified in refusing to accept three months' wages in lieu of notice.
- c) In the event the employee opts for a buy-out option in lieu of serving the three months' notice period, it shall be for the Management to accept or reject the same depending upon the exigencies of business needs and requirements and the decision of the Management in this regard will be final.
- d) As and when the employee is required to serve his/ her entire notice period, which may be necessitated on account of exigencies of the needs and requirements, it will not be permissible for the employee to avail any leave during the said period. Any un-availed leave lying to your credit shall automatically lapse.
- e) Unauthorized absence or absence without permission from duty for a continuous period of 7-week days would make you lose your lien on employment and in such a case, it will be legitimately presumed that you have abandoned the services of the

Company. In such case your employment shall automatically come to an end without any notice of termination or notice pay.

- f) If at any time, you become insolvent or are found guilty of dishonesty, disobedience, disorderly behavior, negligence, indiscipline, absence from duty without permission or of any other conduct considered by the company, as detrimental to its interest, or of violation of the one or more terms of this appointment, your services may be terminated without notice.
- g) This appointment is based on the information given by you to us such as the particulars relating to qualification etc. given by you in your application for employment and in case if any of the information given by you is found to be false or incorrect, your appointment will be deemed void ab-initio and liable for termination without any notice or salary in lieu of notice. The Management will be at liberty to carry out a background verification at any time during the period of your employment so as to ascertain the authenticity of the particulars and information furnished by you at the time of your appointment.

## **10. Confidentiality**

You may gain access to Confidential Information. You shall use and access the Confidential Information only to the extent required to carry out your duties and in consultation with your reporting authorities. You are expected to maintain the secrecy of the Confidential Information. You shall not disclose the Confidential Information to any person except as may be permitted by the written consent of the company. You shall not utilize, disclose or divulge to any person or persons any trade secret or know-how of the management. In the event you are required to disclose any Confidential Information as per the written instructions/order of any governmental/judicial authority, you shall give the company a reasonable notice of any prospective disclosure and shall assist the Company in obtaining an exemption or protective order preventing such disclosure. You shall not indulge or carry out any activity directly or indirectly affecting or hampering the reputation, image or goodwill of the company.

"Confidential Information" shall include but not limited to all information relating to company, its group companies, its clients, contractors, their officers/employees, which is obtained whether (without limitation) in graphic, written, electronic or machine readable form on floppy diskettes or orally, by you; and whether or not the information is marked as confidential also includes all intellectual property but exclude (a) information which is in the public domain other than by your act or omissions, (b) that which was previously known to you without any obligation of confidentiality as established by written records of you prior to receipt from the company or its contractors.

You shall keep the company indemnified from any amount, cost, damages, expenses, losses, etc. arising out of any breach of this clause. The obligation of confidentiality mentioned in this clause shall survive cessation of your employment with the company.

## **11. Non-solicitation of clients**

You agree that during the employment and thereafter for a period of 5 years, you would not engage yourself in a trade or business or would not get yourself employed by any other person for whom you would perform similar or substantially similar duties. You agree that you will not directly or indirectly solicit or endeavor to solicit gain business or clients of the company. You agree that you shall also not directly or indirectly indulge into any activity having effect of termination of any relationship of the company with its clients, partners, or vendors.

## **12. Non-Solicitation of Employees**

You agree that you will not, without the prior written consent of the company, at any time during your employment with the company or for a period of 2 years thereafter, you on your own or through any entity/person controlled by you or through an entity/person controlling you or through any entity/ person who is also under the control of the entity/ person controlling you, , directly or indirectly solicit, hire, appoint, engage any person who is or was an employee of or associated with the company during the period of your employment with the company or during the above said period of 2 years from termination of your employment with the company.

## **13. Intellectual Property Rights**

a) The work in a completed manner or work in progress manner or otherwise as may be performed/created/worked by you during your employment with the Company shall be considered as 'work for hire' and all such work including but not limited to concepts, ideas, innovation, techniques, designs, drawing, writing, or principles, shall belong to and become the property of the company and all rights including the intellectual property rights therein shall stand vested in the company.

b) You agree to sign and execute all the deeds and documents and undertake to perform acts as may be required by the company for perfecting the title of the abovementioned intellectual property to the company.

c) You hereby explicitly waive all moral rights in any of the works developed during the course of his employment with the Company.

d) You hereby represent and warrant that you have not violated or will not violate the intellectual property rights of any Person in the course of his employment with the company and you undertake to indemnify the company from any amount, cost, expenses, loss, liabilities, damages, etc. arising out of breach of this clause.

## **14. Company Property**

a) The company's (including its contractors') property, including but not limited to intellectual property rights shall be returned to the company as per the instructions of the company and in any case before the final date of his employment with the Company.

b) Until such time as all the property is returned to the company, the company shall, in

addition to initiating legal proceedings for recovery, be entitled to withhold any salary, emoluments, or other dues of yours and may further, at its discretion, deduct therefrom, the full value of the property calculated at its then replacement price. In addition, the company may also take any other legal action against you and shall have the right to recover the full amount of the replacement price, if the dues are not sufficient to cover the replacement price. Further, you should compensate the company for any misuse or damage to the property of the company.

#### **15. Indebtedness**

If, during your employment under this Agreement, you become indebted to the Company for any reason, the Company may, if it so elects, set off any sum due to the Company from the Employee against the compensation payable to the Employee and collect any remaining balance from him.

#### **16. Waiver**

Any waiver by the company of a breach or threatened breach of this Agreement by you shall not be construed as a waiver of any subsequent breach by you.

#### **17. Severability**

If any paragraph, sub-paragraph, or provision of this Agreement, or the application of such paragraph, sub-paragraph, or provision, is held invalid by a court of competent jurisdiction, the remainder of this Agreement, and the application of such paragraph, sub-paragraph, or provision to persons, or circumstances other than those with respect to which it is held invalid shall not be affected.

#### **18. Force Majeure**

Notwithstanding anything contained herein, the company shall not incur any liability of whatsoever in nature resulting from acts beyond the company's reasonable control including, without limitation, acts of God, acts of war or terrorism, shortage of supply, breakdowns or malfunctions, interruptions or malfunction of computer facilities, civil unrest, lock-outs, lock-downs, viruses, pandemic, epidemic, non-receipt of required permissions or permits, non-receipts of required authorizations, revocation/ cancellation or termination of the project.

#### **19. Governing Law**

This appointment shall be governed by and interpreted in accordance with the laws of India.

#### **20. Jurisdiction**

All disputes shall be subject to Mumbai jurisdiction, and the courts of Mumbai shall have the exclusive jurisdiction to entertain and try any dispute. However, the company reserves the right to change the jurisdiction in its absolute discretion in cases of change in registered office, or change in corporate office, or change in the address of the

department with which you work.

If any declaration given or furnished by you to the company in any document submitted for employment proves to be false or if you have willfully suppressed any material information, you will be liable to be terminated without notice.

You shall always maintain in good conditions company's property which may be given to you for official use during your employment and shall return the same to the company immediately or relinquishment of your services, failing which the cost of the same will be recovered from your dues.

You are requested to sign a duplicate copy of the appointment letter as acceptance of the terms and conditions of appointment.

Welcome once again and here is wishing you a great tenure and career with Elis Techno Systems (India) Private Limited.

Sincerely,

**For Elis Techno Systems (India) Private Limited**



**Dinesh Mohan Aggarwal**  
**Director**

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I have read, understood, and accepted the terms and conditions of employment with Elis Techno Systems (India) Private Limited.

**Signature** : \_\_\_\_\_

**Name** : \_Vishal Manki Saroj\_

**Date** : \_\_\_\_\_

<b>Fixed Pay</b>			
<b>Pay Heads / Compensation</b>		<b>Monthly (Rs. )</b>	<b>Annually (Rs.)</b>
<b>Basic Pay</b>	Basic	9,000	1,08,000
	HRA	3,600	43,200
	LTA	2,000	24,000
	Telephonic Allow.	800	9,600
	Meal Allow.	1,500	18,000
	Uniform Allow.	900	10,800
	Transport Allow.	1200	14,400
	Children Education Allow	1000	12,000
	Special Allow.	0	0
<b>Gross Salary</b>		<b>20,000</b>	<b>2,40,000</b>
<b>Social Security</b>	Employer's Provident Fund	1,080	12,960
	Employer's ESIC	650	7,800
<b>CTC</b>		<b>21,730</b>	<b>2,60,760</b>
<b>In Hand Salary</b>		<b>18,770</b>	<b>2,25,240</b>

**ANNEXURE A****Note**

- Leave Travel allowance is tax-exempt to the extent of actual travel expenses incurred by the employee during the financial year and would be released monthly.
- You will be covered from day one by the ELIS Group Mediclaim Policy including your spouse & 2 children with family floater sum insured of 3 lacs.
- Professional Tax is deducted as per respective state slab.

**For Elis Techno Systems (India) Private Limited****Accepted & Signed****Dinesh Mohan Aggarwal**  
**Director****Vishal Manki Saroj**