

Date: 03-05-2019

To,
Mr.Kokane Vaibhav Dinkar
Amrutvani College of Engineering
Pune,

APPOINTMENT LETTER

Dear Mr.Dinkar ,

With reference to your application and subsequent interview you had with us, we are pleased to offer you employment in our organization as "Service Advisor" in "Service" with effect from 15-06-2019 at are location **Tathawade** under the following terms and conditions.

1. Upon joining you shall report your immediate superior. Your superior will provide you a detailed Job description time to time and explain your duties and responsibilities. As the company believes in Re-engineering as a continuous process, the designation, weekly off, shift working, timings, responsibilities and locations are subject to modifications in line with the re-engineering process and exigencies of the company's requirement.
2. You shall carry out all the duties and responsibilities assigned to you and perform all functions ancillary to your main duties effectively. The policies of the Company in respect of the tasks may vary from time to time, as per the requirement of work orders, and the same shall be communicated to you by the Management. You will have to abide by the same. If you fail to accomplish any of the tasks as required, such failure shall be treated and dealt with as a grave misconduct as per the law.
3. During the course of employment you need to undergo training from time to time, which the Company will impart at its own cost on your assurance and undertaking that you will serve the Company in consonance with the clauses contained herein for a minimum period of 24 months, failing which you will repay the cost incurred by the Company on your training and other expenses. Once you are nominated for a particular training it will be compulsory and no deviation or cancellation will be permitted. If you fail to report for training for any reason without prior permission, appropriate deductions will be made from your salary. In case of an emergency its schedule may be altered with prior permission of Manager -HR.
4. Your initial place of work will be at the above mentioned address. However, in future you may be transferred to any other branch or sister concern of the Company, at any place in India, whether or not in existence at present.
5. In the following events the Company shall have right to terminate your employment at any time with immediate effect without incurring any liability of whatsoever nature:

- (a) If you are found to be medically unfit, physically and / or mentally during the period of your employment.
- (b) If any of the document(s) submitted, or particulars furnished by you in furtherance of securing this employment is found to be forged or false, or
- (c) If it is found that you have failed to disclose your business interests, whether or not in conflict with the business of the Company.

6. **You will be paid Gross Salary of Rs.15000/- per month** (Detail breakup will be provided to you on your monthly salary slip)

7. Subject to the terms and conditions of this appointment letter, your monthly salary and all other monetary benefits will be credited directly to your salary account.

8. The Company expects you to maintain high standard of loyalty, integrity, honesty, efficiency, and devotion to duty and high degree of discipline. The Company also expects you to maintain cordial relations with customers, your colleagues, subordinates and superiors.

9. You will devote your whole time and attention to the Company's work/assignment and while in employment of the Company you shall not engage, employ or involve yourself in any work whatsoever, related to any other Company, person [including a member of your family], legal entity or public authority, or offer your assistance thereof, with or without pay, without the prior written consent of the Company.

10. You shall abide by the Rules as for attendance which is - **Annexed - "I"**

11. If, at any time during the period of your employment the Management chooses to suspend you pending any departmental enquiry contemplated for any misconduct alleged against you, you shall not be entitled to be paid more than 50 % of the amount of your consolidated salary as your 'Suspension Allowance' pending the Enquiry.

12. **This appointment may be terminated -**

(a) By the Company at any time by giving one month's notice in writing to you or pay in lieu thereof.

(b) by you, only upon completion of initial period of 24 months continuous employment in the Company, by giving one months' notice in writing to the Company or pay in lieu thereof. If upon completion of initial period of 24 months employment in the Company you leave the employment without giving one months' notice in writing to the Company or pay in lieu thereof, you will be liable to pay damages to the tune of Rs. 1, 00, 000/- (One Lac) to the Company.

13. If there is any change in your address recorded in the Company's record, you shall be bound to communicate such change to the Company in writing within 3 working days from the date of change, and get an acknowledgement thereof.

14. Any notice, communication or correspondence etc. delivered to you on the address provided by you to the Company at the time of your appointment, or as changed as per the above term, shall be deemed to have been effectively served upon you and received by you, whether or not you actually receive it.

15. Deductions - Any monetary remuneration payable to you in respect of your employment, including but not limited to your wages, allowances, terminal dues etc. are subject to a proportionate deduction on account of

- a) Income tax, to be deducted at source from your taxable income
- b) Any other deduction(s) as required or authorised by any laws that may be applicable from time to time.
- c) Any damage caused to any property of the Company or to any person on the premises of the Company due to your negligence, imprudence or disregard to any safety measures.

16. Major Misconducts - In addition to the misconducts defined under the law, considering the peculiar nature of the business activity and competitiveness any of the following act on your part will be considered as 'grave misconduct' for which your services may be terminated in accordance with law -

- a) Rude behaviour with a customer.
- b) Acceptance of money / gift / favour from a customer without proper authorisation from the management.
- c) To commit any act inside or outside the premises of the Company or become involved in any situation or occurrence tending to bring company into public scandal or which will reflect unfavourably on the reputation of the Company.
- d) Unauthorised absence for more than 10 days.
- e) Smoking during work hours, being under influence of alcohol or sedative during work hours.
- f) Failure or refusal to execute work assigned to you to the satisfaction of the Management.

17. You will promptly and faithfully comply with all present and future policies & procedures, requirements, directions and rules & regulations of the company in connection with company's business.

18. NON DISCLOSURE OF CONFIDENTIAL INFORMATION - During the period of your employment and at any time thereafter, you shall not, except in the proper course of the your employment or as required by law, indulge in to any act or omission which is likely to cause disclosure of any information of the Company that may come to the your knowledge, or be communicated to you, to any person whomsoever including competitors and former employees, when such information -

- a) is treated or regarded as a confidential information of the Company, whether or not by an overt act,
- b) Shall be considered by any person of ordinary prudence to be a Confidential Information of the Company.
- c) pertains to practices, business dealings, processes, methods, machines, ideas or any other information concerning the business and affairs of the Company which come to the your knowledge during the course of your employment or use any of the same for your own benefit.

19. You shall not, except in the proper course of your employment or as required by law, take possession of any documents or tangible items which belong to the Company or which contain any confidential information from the Company's premises at any time without proper authorization and you shall return the same to the Company upon demand and in any event, upon the termination of your employment.

20. You shall, if requested by the Company, delete or destroy, as per the request of the Company, all the confidential information, other documents and tangible items which contain or refer to any confidential information and which are in the his possession or under the his control.

21. You shall not disclose and / or discuss as to any remuneration, allowances, bonus, pay package, perks or monetary benefits whatsoever, made to you by the Company to any work colleagues or any third party.

22. You shall not use any electronic device or a communication system of the Company for any purpose other than the Company's work assigned to you, and for that purpose the Company reserves right to intercept, monitor and record any communication made or received by you in the premises of the Company, via any electronic mode or otherwise.

23. While on work you shall not use your personal gadgets or devices, including, but not limited to a Mobile phone and Laptop in the premises of the Company for any purpose whatsoever.

Exemption in exceptional circumstances:-

If, for any emergent reasons a use of any such device as mentioned above is warranted, you may need to take prior permission of the management for make use of the same for such purpose.

24. Deposit - If you leave employment of the Company within six months of the issuance of uniform, mobile, laptop, Sim-card, ID card, visiting card etc. the Management reserves right to retain Security Deposit deducted against the same.

25. Performance Incentives - Whether to grant any performance incentive or not will be exclusively in the discretion of the Management and you will not have any rights whatsoever in that respect. Performance Incentive may be refused at any time without tendering any reason.

26. Recovery against damages - If any damage or loss is caused to the Company due to your act, in addition to any punitive measure as per the law the management reserves right to withhold your unpaid remuneration and other legal dues till you make good the losses and / or damages.

27. Recovery of Notice Pay - If you fail to issue one month's notice or pay salary in lieu thereof before leaving the employment as required by the terms of the appointment letter, Company reserves right to deduct the notice pay from your unpaid remuneration and other legal dues.

28. Clearance of dues upon leaving employment will take minimum three months unless disputed, in which event it may take more time.

29. If during the period of your employment with the Company 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, it shall become the Company's exclusive property for all purposes the Company (includes associated or subsidiary companies) and the Company shall be entitled to use, utilize and exploit such improvement and you shall assign all rights thereof to the Company for the purpose of seeking any 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 the your association with the Company.

30. Your age of retirement shall be 58 years. If there is any change in the date of birth recorded at the time of your appointment you shall submit documentary evidence in that respect and get the date corrected within 3 days from the date of receipt of this letter. No subsequent communication in this respect will be entertained.

31. If the abovementioned terms and conditions are acceptable to you, kindly sign each page of its duplicate provided herewith in token of acceptance of the terms and conditions thereof and return the same.

32. We look forward to a long and mutually beneficial association with our Company.

33. In the event of any dispute which cannot amicably settled, shall be subject to the jurisdiction of Courts in Pune (Maharashtra State) only.

34. We take this opportunity to **WELCOME** you to the MY CAR family with a hope that your association with us proves to be of Mutual Benefits.

Yours Sincerely,

For Excel Vehicles (A Unit of My Car (Pune) Pvt. Ltd)



Authorized Signatory.

I accept all the above mentioned terms and conditions of employment, as a token whereof I have signed hereunder.

Accepted and Received

Kokane Vaibhav Dinkar