



SARAVANA ENGINEERING AND INFRATECH PVT LTD

Registered Office : SF.No.671/9A1, Opposite to Transport Nagar, Dindigul to Madurai NH Road,
A. Vellodu Village, Dindigul - 624 303.

Date : 17.08.2024

Dear **NaveenKumar N,**

Saravana Engineering and Infratech Private Limited (hereinafter referred as "The Company", "SEI") is pleased to inform that you (hereinafter referred as "The Employee", "The Associate") have been selected for employment with our organization as **Construction Manager, Cadre – C5.**

You are advised to read and understand the contents of this offer letter. After understanding the contents, please fill the exact date of joining in the space provided and sign the duplicate copy of this letter and return the same to indicate your acceptance of the terms and conditions stipulated herein.

As is true with any organization comprising a group of members, SEI has certain guidelines for employment and practices, to keep the organization healthy and growth oriented. SEI expects you to maintain the standard of initiative, efficiency, technical competence, and economic prudence practiced in the company.

Remuneration

Your gross salary including all benefits will be Rs.10.65 Lakhs per annum, as per the terms and conditions set out herein.

Note : Refer Annexure II for CTC breakup.

Joining Procedure

At the time of joining, you are requested to furnish proof of age, certificates and mark sheets indicating your accomplishments. If previously employed you are required to furnish salary certificates, bank statements, Form 16, experience certificates and relieving certificates from the employers.

Originals of the above-mentioned documents should be made available for scrutiny and copies thereof for records along with educational certificates.

If you are holding a valid passport or traveled abroad earlier, your passport details will be needed for company records. You are advised to bring your passport at the time of joining.

Place of Work

You will report into SEI, Dindigul office. SEI may, after giving you reasonable notice, transfer or assign your services to any associate company, branch, subsidiary or other companies, concerns, organizations, or firms with whom SEI may make any such arrangement or agreement. You may also be required to work at any client premises based in India or overseas on a temporary basis.

Confidentiality Agreement

As part of your acceptance of this appointment as an employee with SEI you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of SEI and its clients which may be revealed to you by SEI or which may in the course of your engagement with SEI come your possession or knowledge unless specifically authorized to do so in writing by SEI. This confidentiality clause shall survive the termination or earlier determination of this appointment. The detailed confidentiality related terms and conditions are set out in Annexure 1.

You should not divulge, communicate, or pass any information in any form related to any aspect of the company to anyone not employed by the company.

Any information, data, drawings, processes, and designs that become available to you during the course of your employment with the company are the absolute property of the company. You shall not part with, divulge or pass on any of the above to anyone, except in the normal course of discharge of your duties and functions within the company

You are required to strictly maintain the confidentiality of and not to discuss, divulge, communicate in any manner, any information regarding your remuneration / terms of employment to any other employee of the company, except the authorized superior.

Termination of Employment

This offer is extended in good faith that the particulars furnished by you in your application / biodata are correct and true. You understand and agree that any information received as a result of the investigation to verify information provided in your resume, application and/or personal information sheet, and any other inquiries as deemed necessary, may be used by SEI to determine appropriateness for employment, and that this offer may be revoked or your employment may be terminated based on information received from this investigation, even if such information is received after the commencement of your employment.

Your employment with SEI including the probation period may be terminated by either you or SEI by providing Ninety (90) days prior written notice. In case of on-site or in house client assignments, the notice period would vary to a maximum of ninety (90) days as stated in the service agreement.

The provision of such notice by you is mandatory in all instances of termination of employment by you. In such case, SEI reserves all the rights to relieve you before the above-mentioned notice period in accordance with the project demands, without any liability to SEI. In any case, the notice period shall be accounted only from the date of acceptance of your resignation by SEI.

On voluntary termination of your employment, if you fail to serve the mandatory notice period, subject to consent of SEI, you will be required to pay in lieu of the required notice based on your gross pay (basic plus allowances). On termination of your employment by SEI, the company reserves the rights to relieve you prior to the end of notice period and pay in lieu of such notice gross salary, at its sole discretion.

Your services can be terminated by the management, at its own discretion for any of the following reasons - Absenteeism, Poor Performance, Poor physical or mental fitness, Breach of confidentiality, Professional ethics, and Reasons beyond the control of the company.

SEI reserves the right to terminate your employment summarily without notice or payment in lieu of notice if it has reasonable grounds to believe that you are guilty of misconduct or negligence as per SEI policy or guidelines or have committed any breach of this agreement.

Service Rules

This offer to you is subject to the execution of necessary service agreement. You will be required to complete the formalities on the service agreement at the time of joining. The service agreement details the scope, terms and conditions of your employment, the necessary training, and the contractual obligation to be with SEI from the date of your joining. Please note, non-execution of the service agreement at the time of your joining the company may result in denial to join in the services of the company.

In addition to the terms and conditions of employment specifically stated herein, you will also be governed by the rules, regulations and such other practices, systems, procedures and policies framed, amended, modified or omitted by SEI from time to time. You will also be governed by statutory laws enacted by Central or State Government or local authorities as may be applicable to you from time to time.

You are not permitted to take on any other gainful or commercial employment, business, part-time or full-time, directly or indirectly, simultaneously as long as you are employed with SEI or engage yourself directly or indirectly in any other profitable business connected with dealings or activities of the company in any way.

In case of your resignation/termination from the services of Saravana Engineering and Infratech Private Limited, please note that you are strictly advised against using any parts of code, data, process documents, drawings, materials, and

documentation that may be in your possession due to your employment at SEI, in your future employments.

On confirmation of your resignation/termination, unless otherwise mutually agreed upon expressly in written, for a period of two years from the date of relieving you are not entitled to solicit business directly or indirectly from any client or customer of SEI, whether potential or otherwise, with whom you had dealings directly or indirectly during your tenure at SEI.

Appraisal

Annual appraisal process for every employee shall happen in the month of October.

Appraisal is a performance evaluation process and is not directly related to remuneration. The remuneration revisal is calculated considering multiple factors including individual contribution, company performance and business growth.

Leaves

The structure of leave is made flat to have more flexibility and convenience. The leave would not have differentiating components like that of Casual or Sick or Earned leaves and would be referred to as Privilege Leave.

- The Privilege leave entitlement is 12 days in a year.
- Every employee is eligible for 10 days of government and festive holidays per calendar year. (Holiday list will be finalized and circulated at the beginning of the calendar year)
- The Leave benefits applicable after the probation period.

Service Agreement

Your employment will be confirmed after completion of 6 months probation period. As SEI will be incurring considerable expenditure on your training, you will be required to serve, SEI for a minimum period of 2 years from the date of joining, failing which, you will be liable to pay SEI 2 months gross pay towards service break up. In any case if you fail to pay the service break up compensation, SEI will not support you with all the relieving formalities.

Statement of Facts

The employee must explicitly understand that his appointment is contingent upon his or her ability to perform tasks and perform the job independently, as well as upon the technical and professional skills and academic qualifications that he or she declared in their application and during the interview.

The employer has the right to immediately terminate an employee's employment if it later turns out that any of the statements or details they provided were false or misleading. Additionally, they will be subject to legal action for producing fictitious or fabricated certificates and misrepresenting facts. The company maintains the right to verify your documentation and history with internal or external agencies. These could include your current or prior employment history, educational or professional credentials, and other background checks.

Offer Acceptance

This offer for the employment will remain valid until **24th August, 2024**. Acceptance of this offer is contingent upon receipt and verification of the below mentioned original documents. This offer will stand Valid only after successful clearing of all your papers, without any arrears or backlogs, during the completion of the final semester:

- Signed copy of this letter
- Educational certificates
- Experience certificates
- Proof of Address and Identity (Aadhaar Copy)
- Copy of Passport (If available)
- Copy of PAN Card

Congratulation and Welcome to the family of SEI.

We look forward to having a long and fruitful professional engagement.

Yours Sincerely,

For **Saravana Engineering and Infratech Pvt Ltd,**



Managing Director.

Date: 17.08.2024.

OFFER ACCEPTANCE

(To be filled by the candidate in BLACK Letters)

Name :

Date of Joining :

Signature with Date :

Encl: Annexure 1: Confidentiality and IP Terms

Annexure 1

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of SEI (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

- Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by SEI or the Associate in the course of or in connection with or arising out of the Associate's association with SEI. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software.
- All other information and material of SEI relating to design, method of construction, manufacture, operation, specifications, use and services of the SEI equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of SEI).
- Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to SEI if disclosed.
- Customer and prospective customer lists, and
- All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with SEI or while in or in connection with or for the purposes of his/her association with SEI or any of the operations and entrusted by SEI to the Associate.

2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of SEI. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by SEI or to a person having a valid contract with or need under SEI, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to SEI all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to SEI and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of SEI all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with SEI, including in the course of provision of services to the Clients of SEI and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in SEI and agrees to transfer and assign to SEI any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of SEI, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by SEI to perfect the title of SEI in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by SEI, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives

any “artist’s rights” or “moral rights”, which Associate might otherwise have in such intellectual property rights.

4. Use of third-party material

Associate expressly agrees that it shall not in the course of his or her association with SEI and while working on the premises or facilities of SEI or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of SEI, use any third party material or intellectual property rights except those intellectual property rights provided by SEI or expressly authorised by SEI or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

5. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of SEI in force from time to time whether expressly endorsed or not.

6. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of SEI that is or may be revealed to him or her by SEI or which may in the course of his or her employment with SEI come into his or her possession or knowledge unless specifically authorized to do so in writing by SEI.

7. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of SEI or any breach of this Agreement by Associate will cause SEI to suffer severe, immediate and irreparable damage and that upon any

such breach or any threat thereof, SEI shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

8. General

- The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.
- In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by SEI, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of SEI shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Chennai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Chennai under the laws of India.
- If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.
- This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.
- This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.
- The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with SEI and shall continue thereafter in perpetuity.

Annexure – II

Saravana Engineering & Infratech Pvt Ltd			
(Water InfraStructure Business Unit)			
Lateral Recruitment - CTC			
NAME		NaveenKumar N	
DESIGNATION		Construction Manager	
		C5	Location: Site
SI.No	Components	Cost to Company	
		Per Month (INR)	Per Annum (INR)
Earnings:			
1	Basic Salary	20000	240000
2	HRA	10000	120000
3	Flexi Pay	45000	540000
Gross Salary (A)		75000	900000
Deductions:			
4	Insurance *	512	6144
5	Provident fund - Employee	1800	21600
6	Professional Tax	208	2496
Total Deductions (B)		2520	30240
Net Salary (A) - (B)		72480	869760
Annual Benefits:			
7	Annual Performance Bonus*	0	137801
Total Annual Benefits (C)		0	137801
Employer Benefits:			
8	Insurance *	512	6144
9	Provident fund - Employer	1800	21600
Total Employer Benefits (D)		2312	27744
Total CTC (A+D) Per Month and Per Annum		77,312	927,744
Total ATR (A+C+D) Per Month and Per Annum		77,312	1,065,545
1. * GPA-GHI Insurance with max of 5 dependents, Employee-Employer equal share. Insurance share amount may vary as per the candidate's family proposal			
2. * Bachelor Accommodation will be provided to the site employees			
3. *Family Accommodation applicable for married employee as per company policy.			
4. * - Annual Performance Bonus based on company and individual performance			
I hereby accept the above-mentioned ATR and salary breakup:			
Sign:			Date: