

## TRICHEMIE PLANT ENGINEERING SOLUTIONS PRIVATE LIMITED

Regd. Office: 804, C wing, Pune IT Park, 34 Aundh Road, Bhau Patil Marg, Bopodi, Pune 411020.

CIN: U72900PN2021PTC206753 E-mail id: info@trichemie.com Contact: 8669696315

Date: Nov 23, 2023

### Subject: Letter of Appointment

To,  
Mandar Jadhav  
Guru Angad Soc, Aundh Rd,  
Bopodi,  
Pune- 411020

Welcome to TPES,

1. **Trichemie Plant Engineering Solutions Private Limited** (hereinafter referred to as the "Company") is pleased to inform you that you have been appointed **Junior Design Engineer-Piping** with effect from **Nov 18, 2023**. You will be based at our office in Pune and along with the terms and conditions of this Appointment Letter, your employment will be governed by the Company's policies, procedures and guidelines which will be communicated to you from time to time.

2. **PROBATION PERIOD – 3 months**

3. **RETIREMENT**

The retirement age at the Company is fifty-eight (58) years.

4. **COMPENSATION**

- a. The Annual Cost to Company shall be consisting of Salary (hereinafter referred to as 'Salary') and Benefits (hereinafter referred to as 'Other Benefits') (Collectively referred as "CTC") as per the details provided for in **ANNEXURE – I** attached to this Appointment Letter. **Your CTC shall be INR -3,80,000/-per annum. In addition to that, you will be paid a retention bonus of INR- 24,000/- after completion of 12 months period.** Payment of Retention Bonus will be at the end of 13th month from the date of joining. If employee leaves in between, Retention Bonus component not be applicable. After completion of one year, Retention Bonus will be merged into CTC.
- b. Please note that you should be in company for next 6 months. If you resign during initial 6 months of the effective date of your joining, your incremental salary benefit will not be applicable and incremental benefit will be recovered from your FNF statement.
- c. Company may from time to time, deduct any statutory deduction or withhold tax as may be required by applicable laws.
- d. We expect you to maintain the information pertaining to your compensation as strictly confidential between you and the Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever.
- e. In case of any change in the existing statute or introduction of new statute, the Company reserves a right to adjust the salary components within the then-existing CTC to ensure that the payments are made in compliance with such statutes.

5. **TRAINING**

The Company imparts specialized training to you in the relevant field, for which the Company may ask you to visit out of country for attending such trainings that includes any routine vocational training

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visits. In this event, you will be required to sign a Standard Undertaking with the Company before you are sent for such training. You understand and agree that you shall not take disadvantage of such specialized trainings provided to you by the Company.

#### **6. HOURS OF WORK**

You will be required to work through Monday to Friday for nine (9) hours per day from 9.30 a.m. to 6.30 p.m. Further, depending on project/ work contingencies, work load and business requirements, at any given time you may be required to work outside these stated hours.

#### **7. PLACE OF POSTING**

- a. Your present place of posting will be at Pune. You may also be expected to travel to other locations and at times outside of your official working hours. You may at any time be called upon to perform other than your normal duties which in the opinion of the Company are within your capacity to discharge and you will forthwith undertake these duties with due care and diligence.
- b. You understand and agree that the Company may transfer you to any place/branch of the Company in India or abroad at a later date depending on the Company's requirement. You may also be transferred or sent on deputation to any company within TRICHEMIE group or its client across the world.
- c. Expenses for any work related / official national and international trips shall be reimbursed by the Company in accordance with the Company policy from time to time.

#### **8. LEAVES**

As an employee, you will be entitled for leaves as per the Company's Rules, Policies and Guidelines.

#### **9. POLICIES, FACILITIES AND AMENITIES**

- a. The Company grants facilities and amenities in excess of the compensation and statutory requirements that do not form a part of the conditions of service and are subject to change at the discretion of the Company.
- b. Any change in the rules, regulations, policies and orders announced by the Company from time to time will be applicable to you and will form a part of your employment with the Company.

#### **10. APPLICABILITY**

You shall be governed by the rules and regulations of the Company, which are in force. The Company has the right to modify these rules and regulation as well as the terms of your employment by providing you a prior written notice.

#### **11. BACKGROUND VERIFICATION REPORT**

This appointment is made on the basis of the information given by you, and contained in your application. Upon your joining, the Company or Company's client may directly or through a third party, carry out a detailed background verification to validate the information and credentials submitted by you. If any information given in your application is found to be false, misleading or deliberately concealed, the Company will have the right to terminate your services forthwith without any notice or compensation in lieu thereof as per the terms contained under clause 14. Additionally, in such an eventuality, the Company shall require you to refund the salary/remuneration paid including employee benefits availed amongst any other benefits, till such date.

## 12. ACCOUNTABILITY

- a. You shall perform any such duties diligently and faithfully as are incidental or implied and consistent with your relevant experience, training and qualifications or may be reasonably delegated as being in the best interest of the Company.
- b. You agree to use all tools provided by the Company for professional purposes only. Internet and email access are provided to you as business communication tools for appropriate internal and external business uses. Generation, transmission or storage of potentially offensive information is not allowed. You also agree to always act in the interest of the Company. Should you not respect this requirement of professional use, the Company will have a right to take disciplinary action which may lead up to and including termination of employment.
- c. During the period of your employment, you shall be governed by all the applicable Company rules, regulations, policies, procedures and notices that are in force currently and that may come into force from time to time and they shall form basis of your employment and shall govern all matters whether specified herein or not, including on matters such as designation, working hours, emoluments and the structure thereof, etc. Company's decisions on all such matters will be final and binding on you. Any subsequent variations by the Company to any terms, conditions, rules or regulations generally governing the members of the Company's staff will prevail and be applicable to you. Violation of such policies could lead to disciplinary actions up to and including termination of employment.

## 13. CONSENT REGARDING PERSONAL DATA

- a. This clause relates to the Personal Data that you may be requested to provide in connection with your employment. Personal Data includes any information related to a natural person that is, in combination of other information or otherwise, is capable of identifying such person notably including financial information such as Bank account or credit card or debit card or other payment instrument details, physical, physiological and mental health condition, sexual orientation, medical records and history, biometric information, any information or detail relating to previous employment details, educational qualifications and criminal record.
- b. You hereby understand and consent to Company, without any reservations, to (i) collect any of your Personal Data or other data from your last employer or through any internal or external agencies appointed for this purpose, (ii) use or process such data in connection with your employment with the Company or any matters arising from such employment, and (iii) sharing such data with any outside agencies or third parties including Company's client for verification and validation of this information, processing in relation to employment or matters arising from such employment, or in compliance with the Company's contractual or statutory obligations.
- c. You understand that you may withdraw the consent by informing in writing to Company's designated representative for this purpose. You also consent and accept that if such withdrawal of consent affects the purpose for which your Personal Data was sought, Company reserves the right to take steps as it deems appropriate. You understand that this consent is obtained by the Company to ensure compliance of The Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 and any successor laws regarding the subject.

## 14. CHANGES IN PERSONAL DETAILS

You shall communicate the change in writing, if any in your residential address, Telephone numbers, marital status, and academic qualifications hereafter immediately. All communication will be addressed to you on the last address notified by you and it will be presumed that you have received such communication addressed to you.



## 15. TERMINATION

### a. TERMINATION DURING PROBATION

- i. The Company reserves the right to terminate your employment with the Company during probation period with a notice of one (1) month for any reason whatsoever.
- ii. You may terminate your employment with the Company with a notice of one (1) month during your probation period.

### b. TERMINATION BY COMPANY AFTER PROBATION

- i. The Company may terminate your employment by giving one month (1) notice or Salary in lieu of the notice period. Such termination does not amount to 'Retrenchment' under any law and does not entitle you to any severance pay.
- ii. Notwithstanding the above, the Company may terminate your employment without liability for compensation or damages if in the opinion of the Company, you, at any time
  - commit any material breach of any of the provisions of this Appointment letter or any of the provisions of the employee handbook or other documents incorporated by reference in this document;
  - are found guilty of any grave misconduct or willful neglect in the discharge of your duties hereunder;
  - are convicted of any criminal offence other than an offence which in the reasonable opinion of the representatives the Company does affect your position as employee of the Company;
  - do or cause to be done any act, deed, matter or thing adverse to the Company's interests;
  - fail to or neglect in observing and complying fully with all resolutions, regulations, instructions and directions from time to time made or given to you by the Company;
  - if any information furnished by you or representation made by you is found to be incorrect or if any material information is detected by the Company to have been suppressed by you or any action on your part is found to be in contravention to the terms and conditions herein;
  - become of unsound mind;
  - absconding for more than ten (10) days.

### c. TERMINATION BY EMPLOYEE AFTER PROBATION

You may resign from the services of the Company by serving a written notice of one (1) month or salary in lieu of it, anytime during the term of your employment. You however understand that the notice period of one month (1) is required for handing over the work being done by you at that time and or any knowledge transfer that is required in view of the Company for the work that you had done in the past. Hence the payment of salary of shortfall of the notice period is not a substitute for the notice period and the applicability of this provision is subject to approval by the management of the Company.

## 16. SECURITY CHECK:

Every Personnel in this Organization is liable to be Security Checked, irrespective of his Status and Designation. (Unless otherwise specified by the Directors through written circular).

#### **17. EFFECT OF TERMINATION**

Upon termination/resignation of your employment with the Company for any reason, you:

- a. Shall not make any statements (whether oral or written) or do anything which might damage the reputation of the Company or interfere with the Company's relationship with its clients and customers.
- b. Agree that, without prejudice to Company's other rights and remedies, the Company shall be entitled to deduct from your emoluments, the amount of any claims which the Company may have against you either under the terms of your employment or otherwise.
- c. Understand that the Service and Experience Certificate will be issued only if you have served the entire Notice Period.

#### **18. CONFIDENTIALITY**

- a. You acknowledge that during the course of your employment with the Company, you will have access to Confidential Information of the Company and/or affiliates and/or received by the Company from third parties, which is confidential to the Company and/or affiliates and/or such third parties.
- b. You shall not, except as authorized or required by your duties, reveal, publish, disclose or disseminate any time, to any person or competitor of the Company/affiliates, or use for any purpose any "Confidential Information" that means and includes information which is confidential and proprietary to the Company and/or affiliates and/or to certain third parties with which the Company and/or affiliates has relationships, and disclosed to or obtained by you from the Company and/or affiliates and/or such third parties, whether (without limitation) in graphic, written, electronic or machine readable form on any media or orally and whether or not the information is expressly stated to be confidential or marked as such and includes, but is not limited to information of value or significance to the Company and/or affiliates and/or its competitors (present or potential) such as Company's, trade secrets or confidential operations, processes, dealings or information concerning the organization, business, finances, Intellectual Property, content, data, techniques, plans, designs, programs, customer information, identity and job descriptions of Company personnel, the Company's organizational structure, financing relationships or terms, service provider or vendor relationships or terms, processes, methodologies, compensation or incentives data, the terms of this Appointment Letter, or other affairs of the Company and/or any of its associated companies which comes to your knowledge during your employment that are not in the public domain
- c. You shall keep complete secrecy all Confidential Information entrusted to you and shall not use or attempt to use any such information in any manner during the term of your employment with the Company. This restriction shall continue to apply after the termination of your employment for a period of five (5) years. This shall, however, not include information or knowledge which comes within the public domain.
- d. During the term of employment, you will not improperly use or disclose any Confidential Information or trade secrets, if any, of any former employer or any other person to whom you have an obligation of confidentiality, and you will not bring onto the premises of the Company or Company's clients any unpublished documents or any property belonging to any former employer or any other person to whom you have an obligation of confidentiality, unless consented to in writing by such former employer or person.

#### **19. OWNERSHIP OF COMPANY MATERIAL**



- a. **Work for Hire:** You shall promptly and fully disclose to the Company, with all the necessary detail, all invention, development, process, discovery, formulation, plan, specification, program, design, process, adaptation or improvement in procedure or other matters or work including any artistic, literary or other work made, received, conceived, acquired or written by you (whether or not at the request or upon the suggestion of the Company, solely or jointly with others), during the period of this Letter with the Company that (a) result from, arise out of, or relate to any work, assignment or task performed by you on behalf of the Company, whether undertaken voluntarily or assigned to you within the scope of your responsibilities to the Company, or (b) were developed using the Company's facilities or its resources or in Company time, or (c) result from your use or knowledge of the Company's Confidential Information, or (d) relate to the Company's Business or any of the products or the services being developed, manufactured or sold by the Company or that may be used in relation therewith (collectively referred to as "Inventions").
- b. You acknowledge that all original works of authorship that are or may be made by you (solely or jointly with others) within the above terms and that are protectable by copyright are owned by the Company. You understand and hereby agrees that no royalty shall be due to you as a result of the Company's efforts to commercialize or market any such Invention. You agree to assign and transfer to the Company all of your rights, title and interest in and to the Inventions, and you further agree to deliver to the Company all of the drawings, notes, specifications and data relating to the Inventions, and to sign, acknowledge, and deliver all such further papers, including applications for and assignments of copyrights and patents, and all renewals thereof, as may be necessary to obtain copyrights and patents for any Inventions in any and all countries and to vest title thereto in the Company and to otherwise protect the Company's interests therein.
- c. Upon termination of your employment with the Company, you shall forthwith return to the Company all assets and property of the Company (including any leased properties), documents, files, book papers, memos or any other property of the Company in your possession or under your control.
- d. If any loss or damage is caused to the Company and/or its properties, which may include but not be limited to phones and laptops, by your negligence or willful acts, the Company will have the power to recover from you, including from your salary and other emoluments, an amount equivalent to the loss or damage caused by you, apart from taking such disciplinary action against you as might be deemed appropriate by the Company.

## 20. DOUBLE EMPLOYMENT/PART TIME WORK

You shall not during your employment with the Company take up employment with any other Company/entity or person whole time or part time without the prior written permission of the Company. It being clarified that the Company as a policy does not encourage double employment or part time employment and is not obligated by virtue of this clause to give permission to such employees to either take up double employment or part time employment during your employment with the Company. Taking up such additional employment without the written consent of the Company shall be regarded as a breach of contract and entitle the Company to terminate your employment with immediate effect notwithstanding anything contained under clause 14.

## 21. NON- SOLICITATION AND NON-COMPETITION:

You agree that in consideration of your engagement with the Company, and other good and valuable consideration, the receipt of which is hereby acknowledged, during the term of the employment with the Company and for a period of two (2) years following the termination, you shall not, directly or indirectly, either as an individual on your own account or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function);

- a. own or operate a business in competition with the business of the Company.
- b. solicit employment with a competitor or with any existing/prospective client (in any manner whatsoever) solicit employment of or advise any other employee of the Company to terminate his contract or relationship with the Company or accept any contract (directly or indirectly) or other arrangement for providing services to any other person or organization; or,
- c. contact any of the existing or prospective clients of the Company, to entice such clients away from the Company or to damage in any way their business relationship with Company.

## 22. FORMER EMPLOYMENT AGREEMENTS

During your employment with the Company, you shall not improperly use or disclose any proprietary information or trade secrets of any former employer or other person or entity and you shall not bring onto the premises of the Company any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

Upon signing this Appointment Letter, you agree that you are not bound by any prior restrictive covenants related to any of your prior employment relationships, which may restrict you from entering into any agreement with the Company or from performing any duties for the Company for any reason whatsoever.

## 23. INDEMNIFICATION

You shall, at all times indemnify and hold the Company harmless from and against any damages, claims, losses, settlements, attorneys' fees and other expenses related to any breach or violation on your part in connection with any claims from your former employers.

## 24. GOVERNING LAWS AND ARBITRATION

This Appointment Letter shall be governed under the laws of India and subject to the exclusive jurisdiction of courts in Pune. Any dispute between you and the Company shall be settled by a sole arbitrator to be appointed by the Company, the place of arbitration shall be Pune and the language of arbitration shall be English.

## 25. OTHER TERMS AND CONDITIONS

- a. **Severability:** The Company and you mutually agree that the provisions of this appointment letter are severable, and if any one provision is found to be invalid or unenforceable in whole or in part, the remainder of the agreement will remain valid and enforceable. The Company and you further agree that the court may modify any provision to make it valid and enforceable.
- b. **Successors and Assigns:** The Company will have the right to transfer and assign this agreement and all covenants and agreements herein will inure to the benefit of and be enforceable by such successors and assigns. This agreement is personal to you and you will not be entitled to transfer or assign it in whole or in part.
- c. **Miscellaneous:** Headings are for ease of reference only and do not affect the meaning of the agreement set out in this letter. Unless expressly indicated otherwise, references to monetary amounts are references to an amount expressed in the currency of India.

## 26. ADDITIONAL AGREEMENT

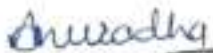
If necessary and as and when required by the Company, you shall be required to sign additional agreements/amendments to this Letter of Appointment. Upon the signing of this letter of Appointment, you agree that it supersedes all other employment letters/documents issued to you pertaining to your employment with the Company.

Please return the duplicate copy of this letter duly signed by you in token of your acceptance of the above terms and conditions.

We welcome you as a member of our organization. We hope that our association will be a mutually happy and rewarding one.

Thanking you,

For Trichemie Plant Engineering Solutions Private Limited



(Authorized Signatory)

**ACCEPTANCE**

I, Mr. Mandar Jadhav have read the terms and conditions of my Appointment Letter and hereby agree to be bound by such terms and conditions. I hereby agree that upon my signing this Appointment Letter, it shall form a binding contract between the Company and me.

**(NAME & SIGNATURE OF THE EMPLOYEE)**



**Annexure I  
 TOTAL COMPENSATION STATEMENT**

ANNEXURE I				
NAME		Mandar Jadhav		
DESIGNATION		Junior Design Engineer- Piping		
LOCATION AT THE TIME OF APPOINTMENT		Pune		
QUALIFICATION		BE Mechanical		
TOT. EXP.		1		
DOJ		18-Nov-23		
		<b>ANNUAL</b>	<b>MONTHLY</b>	<b>Remarks</b>
	Gross Salary - CTC ( Per Annum)	380,000		As per following break up
	Performance Incentive ( Per Annum)	-		Paid Annually based on the performance measured against pre decided KRAs.
<b>SALARY COMPONENTS</b>				
<b>1</b>	<b>Basic &amp; Allowances</b>			
A)	Basic Salary	152,000	12,667	
B)	House Rent Allowance	60,800	5,067	
C)	Lunch Allowance	18,000	1,500	
D)	City Compensatory Allowance	22,800	1,900	
E)	Uniform Allowance	7,600	633	
F)	Other Allowances	89,889	7,491	
	<b>Salary</b>	<b>351,089</b>	<b>29,257</b>	
<b>2</b>	<b>Provident fund ( Employer Contribution)</b>	21,600	1,800	
<b>3</b>	<b>Gratuity @ 4.81 % of basic Salary ( As per Gratuity Act)</b>	7,311	609	
	<b>Total Gross Salary - CTC</b>	<b>380,000</b>	<b>31,667</b>	
<b>Other Conditions.</b>				
1. Provident Fund shall be deducted as per the statutory requirements.				
2. Employees State Insurance Fund shall be deducted as per statutory requirements.				
3. The salary mentioned above is subject to deduction of tax as may be applicable from time to time.				
4. The Company is eligible to deduct all such amounts as may be due against the employee for whatsoever reason				

  
 Authorized Signatory