**Letter of Appointment**

|  |  |  |
| --- | --- | --- |
| **April 01, 2014** | | |
| **Mr. Sreejith**  **Address** | | |
|  | | |
|  | | |
| With reference to your application and subsequent interview with us, we are pleased to appoint you as **Production Manager** to be based in our organization, on the following terms and conditions: | | |
|  | | |
| **Compensation:** Your monthly salary and other benefits will be as per in Annexure – A (ctc calculations) | | |
| **Salary and other perquisites/benefits**, which have been distributed under the aforesaid heads, are subject to taxes, as applicable. At its sole discretion, the Management may consider either change of heads or redistribute the total emoluments under various heads. | | |
| **Place / Transfer:** Your place of work will be at **Chalakudy.** However, your services are transferable to any place in the country within the Company, or its subsidiary at any place in India or abroad, which may come up in future at any time, at the sole discretion of the Management. | | |
| **Duties:** A schedule of your broad duties and responsibilities will be given to you in due course. However, the company reserves the right to assign to you such other duties and responsibilities as may be considered advisable in the Company's interests. | | |
| **Probation / Confirmation:** You will be taken on probation for a period of **6 months** of joining work, but if the Management is not satisfied with your work and conduct, your services are liable to termination without notice at any time during or on completion of the probation period. This period of probation will be liable to such extension as the Management may deem fit in its sole discretion. Unless an order in writing confirming you is given, you will not be deemed to have been made permanent. | | |
| During the probation period your services can be terminated with Seven days notice on either side and without any reasons whatsoever. If your services are found satisfactory during the probation period, you will be confirmed in the present position and thereafter your services can be terminated on **30 days notice** on either side. | | |
| **Leave:** You will be eligible to the benefits of the Company's Leave Rules on your confirmation in the Company's Service. Absence for a continuous period of ten days without prior permission of your superior, (including overstay on leave / training) would result in your losing your lien on the service and the same shall automatically come to an end without any notice or intimation. | | |
| **Travelling:** In the course of your employment, you may be required to undertake travelling either in India or elsewhere in connection with the Company's business, according to the directions and instructions issued by the Management, from time to time, for which you will be reimbursed expenses in accordance with the rules. Refusal to undertake such travel may result in disciplinary action against you.  **Personal Particulars:** You will keep us informed of any change in your residential address, your family status or any other relevant particulars. You would also let us know the name and address of your legal heir/nominee.  **Intellectual Property Right:** If during the period of your employment with us 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, 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 your association with the company.  **Termination of Service:**   * + 1. Either party can terminate this employment by serving a notice of one month on the other, save and accept that the company may at its option pay salary in lieu of the notice period to terminate employment with immediate effect.     2. Unauthorized absence or absence without permission from duty for a continuous period of 7 days would make you lose your lien on employment. In such case your employment shall automatically come to an end without any notice of termination or notice pay.     3. You will be governed by the laid down code of conduct of the company and if there is any breach of the same or non-conformance of contractual obligation or with the terms and conditions laid down in this agreement, your service can be terminated without any notice; notwithstanding any other terms and conditions stipulated herein the company reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interest.     4. For a two (02) year period following the termination of your employment/your resignation, you shall not in any capacity, directly or indirectly work, advise, manage, render or perform services to or for any person or entity which is engaged in a business competitive to that of the Company within any geographical location wherein the Company produces, sells or markets its goods and services at the time of such termination   **Appointment in Good Faith:** It must be specifically understood that this offer is made based on your proficiency on technical/professional skills you have declared to possess as per your application for employment and your ability to handle any assignment/job independently. In case at a later date any of your statements/particulars furnished are found to be false or misleading or your performance is not up to the mark or falls short of the minimum standard set by the company, the company shall have the right to terminate your services forthwith without giving any notice notwithstanding any other terms and conditions stipulated therein.  Your appointment has been made based on information furnished by you. However if there is a discrepancy in the copies of documents or certificates given by you as a proof of above we retain the right to review our offer of employment.    **Code of Conduct:** You are expected to abide by the Company's Code of Conduct a copy of which is enclosed herewith:- | | |
| I. | | During the period of your employment with the Company, you will devote full time to the work of the Company. Further, you will not take up any other employment or assignment or any office, honorary or for any consideration, in cash or in kind or otherwise, without the prior written permission of the Company. |
| II. | | You shall not pledge the Company's credit and/or make representation unless you are specifically and duly authorized in that behalf. |
|  | |  |
| IV. | | You shall not, either during the continuance of your employment or thereafter, except in the proper course of your duties, divulge to any person whosoever and shall use your best endeavour to prevent publication or disclosure of any trade secrets or a manufacturing process or any other information concerning the business or finances of the Company or any of its activities, dealings, transactions or affairs which may come to your knowledge in the course of your employment. |
| V. | | You shall fully acquaint yourself with the various laws, orders, rules, regulations, notifications, etc. of the Central, State, Local and/or any other authority in force from time to time and with particular reference to the Defence of Indian Rules and any modifications thereof and/or any orders there under and other emergency legislation affecting or concerning directly or indirectly the Company and its business and affairs in so far as they relate to the discharge of  Your duties and responsibilities and see that all the requirements there under as also the principles of sound commercial practice are fully observed and complied with. |
| VI. | | You will abide by the Rules & Regulations / Standing Orders of the Company in force, at present, and as varied from time to time. |
| VII. | | The Company will expect you to discharge the responsibilities entrusted to you with the highest standards of initiative, efficiency and economy. |
| VIII. | | Your appointment is subject to satisfactory replies being received from the references / previous employers mentioned in your Employment Application Form. |
| IX. | | Your continuance in the services of the Company will be subject to your physical fitness as may be required for the position you may hold. Consequently, you will be required to go through such medical tests and examinations from time to time as may be deemed necessary by the Company. |
|  | |  |
| XI. | | The foregoing constitutes the entire agreement as regards the terms and conditions of your service with the Company and they shall be subject to such modifications and amendments as may be introduced from time to time as per the Company's Rules & Regulation. |
| XII. | | Your salary review will take place, as per the guidelines of performance Appraisal cycle of the company.  The above terms and conditions are based on the company’s policy, procedures and other rules currently applicable in India and are subject to amendments and adjustments from time to time. In all matter including those not specifically covered here such as retirement, safety, security, quality etc. you will be governed by the rules of the company as shall be in force from time to time.  We congratulate you on your appointment and wish you a long and successful career with us. We are confident that your contribution will take us further in our journey towards becoming world leaders. We assure you of our support for your professional development and growth |
|  | |  |
| Please sign and return to the undersigned the duplicate copy of this letter signifying your acceptance. | | |
|  | For **Emirates India Interiors Pvt .Ltd** | |
|  |  | |

|  |  |
| --- | --- |
|  |  |