

**DATE: - 25<sup>th</sup> July, 2022**

**Ref. No. : EAS/HR/15/1495**

**Date : 25<sup>th</sup> July, 2022**

**Employee Name: Mr. Ruturaj Sandeep Sawant**

**Employee Details: S/O Sh. Sandeep Sawant, Bhatkar Chawi, R.J. Marg, Pump House,  
Andheri East, Chakala Midc, Mumbai, Maharashtra-335001**

## **EMPLOYMENT LETTER cum AGREEMENT**

Dear Mr. Ruturaj,

With reference to your application and the subsequent interview with us, we are pleased to appoint You in Edgetech Air Systems Pvt. Ltd based on the following details and terms and conditions:

### **Section-I: Administrative**

- a) Your Position : **Sales Engineer- Trainee**
- b) Your Senior Officer : **Ms. Vidya Mukane**  
To whom you will report : **Assistant Manager- Sales & Marketing**
- c) Location : **Mumbai**
- d) Address : **809, 8<sup>th</sup> Floor, Crescent Business Square, Kherani Road,  
Sakinaka, Andheri (E) Mumbai-400072**
- e) Date of Appointment : **25/07/2022**

### **Section-II: Financial Data: Refer attach**

### **Annexure - I**

Your Service shall be subject to the usual terms and conditions governing the staff of this Company. Further these terms and conditions of your Contract also include but are not limited to the following clauses:

### **GENERAL CONDITIONS RELATING TO APPOINTMENTS**

The following general conditions shall apply to all appointments to the service of the Company:

Edgetech Air Systems Pvt. Ltd.

- (a) You shall be eligible for appointment if you have not been convicted in a court of law for any offence involving moral turpitude.
- (b) Salary and perks are as per the enclosed **Annexure – I & II** You shall bear your own taxation which shall be deducted from your salary and/or other dues as per Indian Income Tax Laws. In addition, you will be reimbursed for all official expenses incurred on actual basis as per Company policies as laid down from time to time.
- (c) Without prejudice to the generality of the provisions of employment contract, you shall be appointed unless the Company is satisfied that you are fit for appointment in all respects.

### SCOPE OF WORK AND TRANSFERS

As **Sales Engineer - Trainee** you will be responsible to devote your full time and attention to the work assigned to you in the **West Zone**, which fall under Company's portfolio, and you can be assigned to any area. Further, you will carry out such duties as are assigned to you from time to time inclusive of work in the office as well as outside the office. You will be responsible for efficient and economical operation for projects that may be assigned to you from time to time from New Delhi Head Office which you will not refuse.

It will be within the discretion of Management to give you any type of assignment and regulate your working hours suitably. You are liable to be transferred from one department to another; and/or from one post to another; to any sister concern in the same group purely at the discretion of Management and/or due to exigencies of work.

### COMMENCEMENT OF SERVICE

Service shall be deemed to commence from the working day on which you will report for duty in an appointment if you report for such duty in the forenoon and from the following day if you report for duty in the afternoon.

### PROBATION

- (1) You shall be appointed to any post in the Company, where you shall be required to be on probation for a period of 6 months from the date of appointment.
- (2) The Company may in his discretion extend the period of probation by a further period not exceeding 6 months.
- (3) During the period of probation, you can resign from service by giving a notice of 60 days or pay allowances in lieu thereof.
- (4) Once you have satisfactorily completed your probation in any post, you shall thereafter be confirmed in writing by the Company.

### TRANSFERS AND TOURS

Your posting shall be at Head Office however as an employee, you shall be liable to serve anywhere in India in the service of the Company and to proceed on tour in the course of his/her official duty



to any place within India or abroad. You will not liaison, propagate directly or indirectly for anyone else. In case you will be assigned with outstation duties you will keep the Company informed about your performance by writing to the Company on every occasion. The Company shall reimburse your hotel and travel expenses incurred by you on out-of-town trips on official business subject to travel policy as per the Company norms. You will maintain the account of expenses incurred by you on transport, boarding and lodging etc. and will furnish the cash memos/vouchers as far as possible.

## **TERMINATION OF SERVICE AND DISCHARGE**

During the probation period your services may be terminated and yourself may be discharge from the services without assigning any reason by giving a notice of one day or pay allowances in lieu thereof.

After your successful completion of probation period your services may be terminated and yourself may be discharge from the services without assigning any reason by giving a notice of 30 days' or pay allowances in lieu thereof. However, under exceptional circumstances of Misconduct on your part the company can terminate your services by giving you one day's notice.

## **RESIGNATION**

- (1) You shall not resign from the service of the Company except by giving such notice of 60 days or you may by paying compensation of 60 days in lieu of such notice to the Company, as the case may be Provided that it shall be open to the Company to waive such notice.
- (2) Once you have resigned in that event you shall not be entitled to avail any leaves during the notice period.
- (3) Resignation may be accepted by the Company with immediate effect or at any time before the expiry of the period of notice in which case you shall be paid in respect of unexpired period of notice given by you. In case a shorter period of notice is accepted at your request, you shall be entitled to receive your pay and allowances only in respect of actual period spent on duty in the Company.
- (4) The resignation submitted by you will become effective only when it is accepted, and you are relieved of your duties.

## **SUPERANNUATION AND RETIREMENT**

You will automatically retire from the service of the Company on attaining the superannuation age of 58 years.

## **LEAVES**

You shall be entitled to Leaves as per the Company Policy which may be updated from time to time. You must obtain prior written consent from the Company at least 3 days in advance in the event of taking any leave, however under extra-ordinary or exceptional cases prior written approval



is not required but in the event of a Medical Emergency on the day of resumption of duty by the employee a Medical Certificate has to be provided to the Company.

In the event you have obtained any Leave without any just explanation or surpassed the limit of acceptable leaves, the Company is at liberty to deduct the Leaves Pay from your salary.

If you wish to avail leaves for vacations, you have to obtain prior written consent from the Company at-least 15 days in advance in the event of taking any leaves. Failure to intimate and obtain approval could result in deducting up to a month's salary by the Management. The decision of the Management shall be binding and final regarding the quantum of salary to be deducted.

You will be entitled for leaves after completing your probationary period. In Probation period, if you take any leave, it will be treated as Leave without pay.

## **CONDUCT REGULATIONS**

### **GENERAL**

You shall always:

- (a) Maintain absolute integrity.
- (b) Maintain devotion to duty.
- (c) Comply with and obey all orders and directions which may from time to time be issued to him/her in the course of his official duties by any person or persons to whom he may be subordinate in the service of the Company.

### **PROMPTNESS AND COURTESY**

You shall not:

- (1) In the performance of your official duties, act in a discourteous manner.
- (2) In your dealings adopt dilatory tactics or willfully cause delays in disposal of the work assigned to you.

## **INCREMENTS AND PROMOTIONS & INCENTIVE**

Your continuance of employment and increments will be based on performance/satisfactory discharge of duties, efficiency, regularity, punctuality, discipline, and financial position of the Company and may be withheld in case the standard of work and conduct are found unsatisfactory of which the Managing Director/Founder will be the Sole Judge. You will not claim increment/promotion/ Incentive as a matter of right, but it will be entirely at the discretion of the management. Management reserves right to increase, decrease or restructure the salaries at firm's sole discretion.

### **CONFIDENTIALITY**

You must not at any time, during or after the termination of your Service, except by the direction or with the express approval of the Company, disclose either directly or indirectly to any person or party, trade secrets, knowledge or information of a proprietary or confidential nature or otherwise knowledge or information which you acquire during the course of, or incidental to your service by the Company concerning the affairs or property of the Company or its customers or any business

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or property or transaction in which the Company is, may or may have been concerned or had an interest.

During the period of employment whatever information is made known to you in the course of your duties is to be treated confidentially and is not divulged to outsiders/third party or competitors unless authorized by the company in writing. You shall not remove any information (including but not limited to written information, information contained in computer storage systems or information compiled or stored in any other manner) from the premises or possession of the Company or its clients unless you have obtained express authorization in writing by the Company to do so. Any breach of this condition will result in immediate termination of your service.

What is regarded as proprietary or confidential information or knowledge shall be determined at the sole discretion of the Company.

### **INVENTIONS, COPYRIGHT, DESIGNS AND OTHER INNOVATIONS**

You will disclose to us forthwith any discovery, invention, process or improvement made or discovered by you while in our service, and such discovery, invention, process, or improvement shall belong absolutely to and be the sole and absolute property of the Company. If and when required to do so by the Company, you shall at the Company expense, take out or apply for the Latter's Patent, Licenses or other rights, privileges or protection as may be directed by us in respect of any such discovery, invention, process or improvement so that the benefit thereof shall accrue to us and you will execute and do all instruments, acts, deeds and things, which may be required by us for assigning, transferring or vesting the same and all benefits arising in respect thereof in our favor or in favor of such other person or persons, firms or companies, as we may direct as the sole beneficiary thereof.

You are specifically made aware that you will not be made liable to any compensation for such acts or yours, and that any rewards which the Company may choose to bestow will not be deemed to confer any rights towards that invention, discovery or improvement in system or method for you.

You shall promptly disclose to the Company all copyright works or designs originated, conceived, written or made by you alone or with others and shall hold them in trust for the Company until such rights shall be fully and absolutely vested in the Company.

You confirm that you have provided the Company with complete list of all inventions, if any, patented or unpatented, presently owned by you, including a brief description thereof, which were conceived or made wholly or in part by you prior to your employment by the Company. To the best of your knowledge, there is no other contract to assign inventions (including future) that is now in existence between you and any other person, corporation or partnership save as indicated in the list you have provided to the Company.

You hereby assign to the Company by way of future assignment all copyright, design right and other proprietary rights (if any) for the terms thereof, on a worldwide basis, in respect of all copyright works and designs, originated, conceived, written, or made by you during the period of your Service with the Company. You acknowledge that your remuneration includes compensation for the confirmation and the assignment to the Company of all the Intellectual Property Rights with respect to such Inventions, designs/copyrights, and/or improvements. You hereby irrevocably and

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unconditionally waive in favor of the Company all moral rights conferred on you in which the copyright or design right is vested in the Company under this clause.

### **RESTRAINT OF TRADE/CONFLICT OF INTERESTS**

You shall undertake that you shall not at any time during the continuance of your service and for a period of twenty four (24) months following termination of such service, except with the expressed and special permission of the Company, engage directly or indirectly in any other business or occupation in competition, whether directly or indirectly, with the business of the Company or otherwise engage in any activity to the detriment, whether directly or indirectly to the Company interest.

You confirm that you have disclosed in writing fully to the Company all of your business interests, if any, whether or not they are similar to or in conflict with the business (es) or activities of the Company, and all circumstances in respect of which there is or there might be, a conflict of interest between the Company and you or any of your immediate relatives. You agree to disclose fully to the Company in writing any such interests or circumstances which may arise during your employment immediately upon such interest or circumstances arriving.

### **NON- SOLICITATION OF CUSTOMERS, CLIENTS OR COMPANY'S EMPLOYEES**

You shall not at any time within twenty-four (24) months from the date of termination of your service either on your own account or for any other person, firm or company, willfully entice away from a client or service relationship with the Company, any person, firm or company who at any time during or at the date of termination of your service were customers, clients or in the habit of dealing with the Company or were employees of the Company.

### **DUTIES AND RESPONSIBILITIES**

- 1) You will be covered by the service rules and regulations including conduct, discipline and administrative orders and any such other rules or orders of the Company that may come in force from time to time.
- 2) You will intimate in writing to the Management any change of address within a week from change of the same, failing, which any communication sent on your last recorded address shall be deemed to have served on you.
- 3) You may be placed under suspension pending enquiry into the charges of misconduct or otherwise. The penalty which may be levied by the Company shall be the sole discretion of the management. Salary for the suspension period will be paid to you only when you are found not guilty of any of the charges for which you were suspended and not otherwise.
- 4) The present designation is subject to change depending upon work assignment from time to time.
- 5) You will hand over the charge of letter of Authority or Power of Attorney issued to you or any property/ material of the Company in your possession at the time of cessation of your employment with the Company.





6) You shall be required to sign and abide by the Policy on Ethics which the Company has at this level and shall undertake to sign such declarations that the Policy may demand from time to time.

### **GOODS**

You will be responsible for the safe keeping and return in good condition and order of all the properties of the Company, Company laptop, data card, equipment, instruments, tools, keys, books, keep and maintain or cause to be maintained and keep, all files, documents, and papers etc. which may be in your use, custody, care or charge. For the loss of any property of the Company in your possession, the Company will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction. Since in our industry there will be many events therefore all of you should be prepared for late working hours. The Company will ensure proper amenities like food and commutation in these cases.

### **OTHER SERVICE**

You must devote the whole of your time, attention and best abilities to your duties. You will be the whole-time employee of the Company and may not, under any circumstances, whether directly or indirectly, undertake any other duties anywhere else other than in this Company, of whatever kind, during the continuance of your Service. You shall honestly, diligently and faithfully serve the Company and use utmost endeavor to promote the interest of the Company as a whole.

### **PROHIBITION OF SEXUAL HARASSMENT OF WORKING WOMEN**

- (1) You shall not indulge in any act of sexual harassment of any woman at her workplace.
- (2) Every employee who is in-charge of a workplace shall take appropriate steps to prevent sexual harassment to any woman at such workplace.

### **MISCONDUCT**

You shall serve the Company honestly and faithfully and shall endeavor utmost to promote the interest of the Company. He/she shall show courtesy and attention in all transactions and not do anything which is un-becoming of a Company employee.

If at any time during your employment you will be found guilty of misconduct or any willful breach or continues negligence of the terms and conditions of this appointment letter of rules or dereliction of duties and/or instructions given to you from time to time management may terminate your employment, You will be deemed to have brought about such a situation by your misconduct compelling the management to put an end to your services and you shall, therefore, continue to be liable for all losses, damages to the Company.

Without prejudice to the generality of the term Misconduct, the following acts of omission and commission shall be treated as misconduct:

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- (1) Theft, fraud or dishonesty in connection with the business or property of the Company or of the property of another person within the premises of the Company.
- (2) Furnishing false information regarding name, age, father's name, qualifications, ability or previous service or any other matter germane to the employment at the time of employment or during the course of the employment.
- (3) Acting in a manner prejudicial to the interests of the Company.
- (4) Willful insubordination or disobedience whether or not in combination with others, of any lawful and reasonable order of his superior.
- (5) Absence without leave or over-stay the sanctioned leave for more than four consecutive days without sufficient grounds or proper or satisfactory explanation.
- (6) Habitual late or irregular attendance.
- (7) Neglect of work or negligence in the performance of duty including malingering or slowing down of the work.
- (8) Damage to any property of the Company, either willfully or due to negligence.
- (9) Drunkenness or riotous or disorderly or indecent behavior in the premises of the Company or outside such premises where such behavior is related to or connected with the employment.
- (10) Gambling within the premises of the office or other place of work, where it is prohibited.
- (11) Commission of any act which amounts to a criminal offence involving moral Turpitude.
- (12) Absence from the employee's appointed place of work without permission or sufficient cause.
- (13) Commission of any act subversive of discipline or of good behavior.
- (14) Failure to maintain a responsible and decent standard of conduct in private life, thereby bringing discredit to the Company
- (15) Leakage of classified information either through Press or otherwise to an individual not entitled to receive the same, in writing or verbally.
- (16) Assaulting or abusing or insulting any of the officers or employees of the Company within the premises of office or other place of work or outside.
- (17) Interference in the work of other employees.

#### **DEMONSTRATIONS AND STRIKES**

You shall not resort to or in any way abet any form of strike or coercion or physical duress in connection with any matter pertaining to your service or the service of any other employee or employee of the Company.

#### **CONNECTION WITH PRESS OR RADIO**



- (i) You shall, except with the previous sanction of the Management of the Company, own wholly or in part, or conduct or participate in the editing or management of any newspaper, other periodical publication or any social media.
- (ii) You shall not, except with the previous sanction of the management
  - (a) publish a book himself or through a publisher, or contribute an article to a book or a compilation of articles, or
  - (b) Participate in radio broadcast or contribute an article or write a letter to a newspaper or periodical either in his own name or anonymously or pseudonymously or in the name of any other person.

### **GIFTS**

Save as provided in the employment contract, you shall not accept, or permit any member of your family or any person acting on your behalf to accept any gift with respect to the Company.

### **INSOLVENCY AND HABITUAL INDEBTEDNESS**

You shall so manage your private affairs as to avoid habitual indebtedness or insolvency. An employee against whom any legal proceeding is instituted for the recovery of any debt due from him or for adjudging him as an insolvent shall forthwith report the full facts of the legal proceedings to the Company.

### **INDEMNITY**

You acknowledge and confirm that your obligations are special, unique and extraordinary and that any willful neglect of your duties will cause irreparable injury to the Company not properly compensable by damages in an action at law. The rights and remedies of the Company hereunder may therefore be enforced both at law and in equity, by injunction or otherwise. You agree, if the Company prevails in any suit or proceeding due to your negligence during your employment, you will indemnify the Company for all expenses of every nature and character incurred by the Company including, without limitation, all reasonable attorney's fees. You will indemnify the Company and hold the Company harmless from any and all claims made by any Client or third parties for any losses, damages, liabilities and expenses arising out of or due to your willful misconduct or negligence.

### **JURISDICTION**

The terms of this contract shall be exclusively governed by or subject to the laws of Delhi and your place of Jurisdiction will be Delhi only.





### **OTHERS**

The Company reserves the rights to change, add, subtract or alter any terms and conditions that it may deem fit from time to time.

This is a confidential document, and you shall undertake not to discuss or disclose any of the contents herein to any party without written approval from the management. Failure to comply may result in action by the Company against you including but not limited to disciplinary actions, summary dismissal or civil proceedings against you.

### **BREACH OF CONTRACT**

You further agree that if you are found to be in breach of any of the clauses aforesaid, you shall be liable to compensate the Company, on an Indemnity basis, all damage, losses costs (Including Legal Costs) and other expenses that the Company may incur as a result in your breach.

### **SERVICE OF NOTICE**

All notices are required to be served by either of the parties upon the other and shall be deemed to have been sent and served by Speed Post/Regd AD at the addresses given below:

a) **EMPLOYERS ADDRESS:** 403-404, Gopal Heights, Netaji Subhash Place  
Pitampura, New Delhi-110034

b) **EMPLOYEES DETAILS:** S/O Sh. Sandeep Sawant, Bhatkar Chawi, R.J. Marg, Pump  
House, Andheri East, Chakala Midc, Mumbai,  
Maharashtra-335001

**For Edgetech Air Systems Pvt. Ltd.**



**Managing Director**

I, having read and understood the contents in the Contract Agreement including its Annexure (I) are acceptable to me, I hereby confirm my acceptance of the above terms and conditions of my Service with the Company as well as to the Code of Conduct.

Signature :

Name : Mr. Ruturaj Sandeep Sawant

PAN : KMPPS4565D

Date :



DATE: - 25<sup>th</sup> July, 2022

**Employee Name:** Mr. Ruturaj Sandeep Sawant

**Employee Details:** S/O Sh. Sandeep Sawant, Bhatkar Chawi, R.J. Marg, Pump House, Andheri East, Chakala Midc, Mumbai, Maharashtra-335001

**Annexure – I**

**Financial Data:**

**A) Salary and Allowances:**

(i)	Basic Pay	: Rs	15,001.00	per month
(ii)	ESIC	: Rs	491.00	per month
(iii)	Bonus Pay	: Rs	1,258.00	per month
(iv)	Gratuity	: Rs	726.00	per month
(v)	LWF	: Rs	50.00	per month
	<b>Total Monthly CTC</b>	: Rs	<b>17,625.00</b>	per month
	<b>Total PA Salary CTC</b>	: Rs	<b>2,11,500.00</b>	per annum

**B) Monthly Deductions:**

(i)	ESIC	: Rs	605.00	per month
(ii)	Bonus Pay	: Rs	1,258.00	per month
(iii)	Gratuity	: Rs	726.00	per month
(ii)	LWF	: Rs	75.00	per month
	<b>Total Deduction</b>	: Rs	<b>2644.00</b>	per month
	<b>Total Monthly Net Pay</b>	: Rs	<b>14,961.00</b>	per month

**C) Incentive:**

(i)	Long Term Retention Incentive *	: Rs	24,000.00	Per Year
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**D) Total CTC per Annum (A+C)–2,11,500.00+24,000.00=Rs. 2,35,500.00 Per Annum**  
(Total CTC PA In word: Rs. Two Lakh Thirty Five Thousand Five Hundred Only)

\* Refer Annexure- II

*[Signature]*



DATE: - 25<sup>th</sup> July, 2022

**Employee Name:** Mr. Ruturaj Sandeep Sawant

**Employee Details:** S/O Sh. Sandeep Sawant, Bhatkar Chawi, R.J. Marg, Pump House,  
Andheri East, Chakala Midc, Mumbai, Maharashtra-335001

**Annexure – II**

**Long Term Retention Incentive Clause**

**Term & Condition: Long Term Retention Incentive**

- Long Term Retention Incentive @24000/- Per Year will be applicable for two years. You will be entitled to Long-Term Retention Incentive only after completion of two years of service.
- In case if you leave the company or employer terminates the service before the completion of two years of service you will not be entitled for Long-Term Retention Incentive.
- Incentive amount will be Paid to you without any interest as per following schedule:
  - a) Rs. 24,000/- of total incentive amount will be Paid to you after completion of Thirty-Six months from the Date of Joining.
  - b) Rs. 24,000/- of total incentive amount will be Paid to you after completion of Forty-Eight months from the Date of Joining.

Please also note that this Long-Term Retention incentive is not part of the CTC and will not be considered during annual review and any annual appraisal granted if any will be applicable only on fixed CTC.

Prepared By

Verified By

Approved By

