

TPL12389

TPL/A0/2020/206 Date: 19-Oct-2020

## Mr. Dhankeshar Rabi

House No: 51F, Anandpur Dunduriya, Gumla, P.S Gumla Dist: Gumla Pin: 835207 Gumla - 835207 JHARKHAND Ph: 9931973973

Dear Sir,

## Sub: Appointment Order

- Further to your application for employment, we have pleasure in offering you employment in the rolls of our organisation with effect from the date of your reporting for duties i.e., 19-Oct-2020 on the terms and conditions specified herein below:
- (a) You are placed in Company in Grade G-0 as "Management Trainee" and will be paid a consolidated monthly Basic of Rs.13530/-(Rupees Thirteen thousand Five Hundred and Thirty only) during your training period. Please note that you will not be entitled to any other benefits other than what is specified herein except statutory benefits such as Provident Fund and Bonus as may be applicable.
- (b) You will be eligible for Special Allowance as per Company Rules applicable from time to time. This allowance is currently fixed at Rs.16741/- (Rupees Sixteen thousand Seven Hundred and Forty One only) per month.
- (c) You will be on training for a period of (12 Month(s)) only. This training period is liable to be extended at the Company's discretion, should it be found necessary. It may please be noted that the Company has no obligation to/liability for your continuation on the Company's rolls on expiry of the training period.
- (d) You may please note that your services are liable for transfer to any of our Offices, Construction / Project Sites, Divisions, Departments, etc. or for deputation to any other Organization and / or any of their Offices, Sites, Divisions, Departments, etc. at anytime, anywhere in India or abroad, as per Company need, without any additional remuneration at any time during your training period and extension(s) thereof, if any.
- (e) Please note that you will be placed either in the Company's Non-Construction/Non-Site category or Construction/Site category of personnel at any time at the Company's sole discretion and without having to assign any reason. Accordingly, you will be governed by the rules and regulations applicable to the respective category of personnel as may be enforced from time to time.

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- (f) The Company has no obligation to provide residential accommodation for their employees and hence you will have to make your own arrangements for your stay at your own expenses.
- (g) The Company has in operation a contributory Provident Fund and Employees' Pension Scheme. You will be eligible for membership of this scheme as per the statutory rules enforced from time to time. The Company's contribution under this scheme is currently fixed at twelve (12) per cent with a matching compulsory contribution from you. You are required to forward necessary the enrolment/transfer/nomination forms duly filled in to Human Resources Department immediately.
- (h) You will be eligible to become a member of the Health Insurance Scheme, as per the Company's rules and regulations. However, you will cease to be a member of the said scheme, if at any time thereafter you are covered by any other medical benefit scheme (whether statutory or otherwise), covering either all or a section of the Company's employees subject to such terms and conditions as may be notified from time to time in this regard. You will be required to submit necessary enrolment forms for this membership also.
- You will be eligible for payment of bonus under the provisions of the Payment of Bonus Act as may be applicable.
- (j) The remuneration, benefits and perquisites admissible to you will be as specified hereinabove and you will not be entitled to any additional compensation, benefit or perquisite during the period of your training.
- (k) Your retention in the Company's service will be subject to your maintaining yourself in a state of medical fitness to be certified by the Company's Medical Authority, as per medical fitness standards laid down from time to time.
- (1) The working hours applicable to you will be the same as are observed at the Company's Construction Sites/Offices depending upon your place of posting and as amended from time to time. Further, you should be prepared to work on any shift as may be warranted by the Company's work requirements.
- (m)During your training period (including extensions, if any) your services are liable for termination on one week's notice from either side without having to assign any reason or alternatively, one day's (proportionate) consolidated stipend (as per Company rules) will be payable by the party terminating the employment to the other party, in lieu of such notice.
- (n) You are required by the Company rules not to undertake any employment anywhere else, even on part-time basis or to engage in any trade / business / commercial activity. Contravention of this, shall lead to termination of your services from the Company without any notice, with no liability on the part of the Company for payment of any compensation in lieu of such notice. Further, this contravention shall also be deemed as voluntary termination / resignation by you of your services without the required notice having been given.
- (o) The rules of the Company governing all the above mentioned benefits, working hours, etc., are subject to change without any prior notice.

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- (p) On matters not covered by this letter of appointment, you will be governed by the Company's practices as enforced from time to time. Company's decisions on all such matters shall be final and binding on you.
- (q) You are expected / required to observe Service Conduct Rules and regulations of the Company and maintain utmost discipline and good conduct and behaviour as would befit an employee of this Company. You shall also be required to ensure total confidentiality and secrecy of all information/data at all times and shall not cause the disclosure of such information/data in any manner whatsoever. You shall also be responsible for protection of the Company's best interests at all times.
- (r) Upon termination of employment / severance / retirement you shall return all papers, drawings, notes, memoranda, manuals, specifications, designs, devices, documents, emails, diskettes, CDs, DVDs, tapes, DAT Drive and any other material on any media containing or disclosing any confidential or proprietary technical and business information. Failure to do so, amounts to violation of the Confidentiality obligation and appropriate legal course of action will be initiated.
- (s) Business Ethics: Tata Projects Ltd. is committed to operating its business conforming to the highest moral and Ethical standards. This commitment underpins everything that we do in connection with the way employees carry out their work in the Organisation. All employees of Tata Projects Ltd., shall work with similar value and demonstrate the same values. We expect our employees to conform to the Anti-Fraud Policy, Whistle Blower Policy and Tata Code of Conduct (TCoC) in interactions with, and on behalf of us, including respecting the confidentiality of information shared with them. You are requested to visit our Website www.tataprojects.com for viewing the full text of Anti-Fraud Policy, Whistle Blower Policy and TATA Code of Conduct. Any concerns in violation of ethical business practices may be reported to ecounsellor@tataprojects.com or tpl-whistleblower@tataprojects.com.
- (t) You shall be governed by the Company's rules and regulations (as well as practices) as enforced from time to time in respect of matters not covered by this letter of appointment. Company's decisions on all such matters shall be final and binding on you.
- (u) As part of Company's Performance Management System, employee(s) shall be required to perform on pre-agreed KRAs and such other tasks as assigned from time to time. Employees on Company's rolls as on 31st December shall only qualify for Performance Appraisal. These KRAs agreed to in the Performance Assessment Year (i.e. April – March) shall be assessed in the following year through Performance Appraisal Review process. Based on the Performance of the employee, review and recommendations of the Committee so constituted by the Company from time to time, Annual Salary Increase shall be granted as per Company's rules to such employees meeting the above criteria and also subject to their being on rolls on the date of announcement of these annual increases.
- (v) To encourage high performance from knowledge driven, result oriented and highly motivated Human Resources, committed to achieve Company's challenging growth prospects, company has instituted Performance Linked Reward (PLR) Scheme and you shall be eligible for this payment calculated by reckoning three measured parameters viz., Company's Performance, Department Performance and Individual Performance, as assessed and reviewed by process laid down. Performance Linked Reward shall be payable to eligible employees in the following year and eligibility for payment shall be

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proportionate to the period of service rendered by the employee(s) in the Performance Assessment year (i.e. April – March) of the previous year and subject to the employee being on Company's rolls as on 31st March of the corresponding performance assessment year (i.e. previous year) for which the payment of PLR is payable.

- (w) Any tax liability arising out of the payments with respect to the compensation components shall be in accordance with Income Tax Rules in force from time to time and shall be deducted from your salary.
- (x) Your employment with the Company shall be subject to background verification, comprising of Previous Employer / Education / Criminal Record Verification as may be required. This shall be carried out by the Company / appointed agency. It is to be understood that if the background verification reveals any unfavourable reports / results, your services are liable for termination and without assigning any reason and without any notice.
- (y) In case it is found that you had secured employment in the Company through falsehood, misrepresentation, concealment or suppression of any facts / information / data, your services shall be liable for summary dismissal / discharge from the Company's rolls without any notice or any compensation whatsoever. In addition, Company reserves the option to claim appropriate compensation from you for the expenses incurred, loss / damage suffered by the Company in connection with and arising out of your employment. All statements, declarations and certificates / testimonials would specifically form part of "facts / information / data".
- If the above terms and conditions are acceptable to you, please return to the undersigned the acceptance copy (attached) duly affixing your initials on each sheet and full signature on the last sheet thereof, as a token of your acceptance of our offer, failing which this offer shall stand withdrawn and cancelled automatically, without any further notice to you.

Yours Sincerely,
For TATA PROJECTS LIMITED

(Cyrus A Minwalla) Assistant Vice President - HR

Enclosure: Detailed CTC breakup as Annexure 'A'

## Acknowledgement and Acceptance

I have fully understood all the terms & conditions indicated above which are in line with my discussions.

<u> Dhankeshar</u> Rabi . (Signature of Mr. Dhankeshar Rabi)

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7/0/7		ANNEXU	RE	
	MAIN TO SERVICE THE PARTY OF TH	COMPENSATION & B		Notes
S.No.	Particulars	P.M	P.A	Notes
L			ALLOWANCES	Fixed @ 33% of Guaranteed Pay (GP)
(a)	Basic	13530	162360	Currently fixed @40% of Basic. Can be
(b)	House Rent Allowance @ 40 % / 50% of basic	5412	64944	increased to 50% for Metro cities.
(c)	Special Allowances	16741	200882	Balancing Fig
(c)	SUB TOTAL (1)	35683	428186	
-	SUB TOTAL (1)	RETIRALS/TEI	RMINAL BENEF	ITS
(a)	Provident Fund	1800	21600	Employer's Contribution (@112% of Basic + Special Allowance capped to INR 15,000 pm. Matching contribution will be deducted from Employee.
(b)	Gratuity @ 4.81 % of	651	7810	As per Gratuity Act / As per Company Scheme.
(c)	Statutory Bonus @ 20% of Basic**	2706	32472	As per Bonus Act - Applicable only if Basic <= 21000
(d)	Accident Insurance + Health Insurance Scheme @ 1,19 % of basic	161	1932	As Per Policy for Self and Parents
	SUB TOTAL (2)	5318	63814	
	GUARANTEED PAY (GP) = TOTAL (1+2)	41000	492000	
3				10.4
(a)	Special Location Allowance	9000	108000	Applicable during training period. Subject to change on confirmation based on Location of Posting.
(b)	Performance Linked Reward	5833	70000	As Per Policy Payable based on Performance
	SUB TOTAL (3)	14833	178000	
35.0	COST TO COMPANY (1+2+3)	55834	670000	
Dhank	ny accept this Offer.  Neshar Rabi  & Signature of the Candidate	İ		Assistant Vice President - HI