



Ref : CIL/HR/APPT/17/05/2018/2018-19
Date: 17/05/2018

To,
Mr Md Shahbaz Ansari
Ena Islampur, PO- Jharua
Dist - Dhanbad,
Jharkhand

Subject: **Letter of Appointment (Employment)**

Dear **Mr Md Shahbaz Ansari**,

This is further to your application and subsequent interview you had with us.

1. TERMS OF EMPLOYMENT

- 1.1 Subject to the terms and conditions of this Appointment, the Company shall employ the employee and the employee shall serve the Company as "**Assistant Engineer - Execution & Coordination**" from **17/05/2018**. Such position and title information are merely descriptive and not intended to limit the duties of the employee or guarantee the employee a certain job. The employee hereby accepts such employment, to the exclusion of all other employment, on the terms and conditions contained herein.
- 1.2 The employee's employment under this Appointment shall commence on **17/05/2018** and continue during the Term unless terminated in accordance with this Appointment. This Clause is without prejudice to any right either Party may have to earlier termination.
- 1.3 The first Probation Period months of the Term of employment shall be treated as a probationary period, **6 (Six) months** which period may be extended by a further **6 (Six) months** at the discretion of the Company and will be not treated as confirmed unless it is intimated in writing.
- 1.4 During the Probationary Period:
- 1.4.1 The employee shall be entitled to salary but not any privileges leaves and other benefits as per the company policy; and
- 1.4.2 The employment of the employee can be terminated by either Party by giving seven days written notice without being entitled to any severance benefits.

2. TERMS OF SERVICE

- 2.1 The employee will render such professional services in the performance of the Duties, consistent with your position as "**Assistant Engineer - Execution & Coordination**" as more particularly described by the senior, and as shall be assigned to him / her by **any officer nominated by the management**, and hence report to him / her.
- 2.2 During the Term, the employee shall be posted at "**90550 Tata Hospital - Varanasi**". This place of posting can however be changed to any place in or outside India as and when required at the discretion of the Company / Management/Board / or any other person authorised in this regard.
- 2.3 The working hours applicable to the employee would be as per the duty timings declared by the Company from time to time, which can be changed by the Company to suit the exigencies of work programmes and emergencies.
- 2.4 The employee shall be entitled to a weekly off as decided by the Management/Board. All holidays except for the weekly off would be as per the list declared by the Company / HR Department from time to time.

Mumbai (Head Office) :
605-607, Shrikant Chambers, Phase-I, 6th Floor, Adjacent to R. K. Studios, Sion-Trombay Road, Chembur,
Mumbai- 400071. Maharashtra, India Tel: 022 7173 3717 • Fax.: 022 7173 3733 • Email: info@capacite.in

- 2.5 The employee will perform and discharge all duties and functions assigned to the employee by the Company in a faithful, competent and professional manner. All of the employee's activities hereunder will be at the complete direction and control of the Company.
- 2.6 The employee undertakes to refer to the Company, and to the best of your abilities ensure a mandate to the Company for, all business opportunities known to him / her or made known to him / her at any time, with respect to and/or only related to the Company connected with the Business being carried on or proposed to be carried on by the Company.
- 2.7 The employee shall make full and true disclosure in writing to the Company of any direct or indirect interest or benefit s/he has derived or is likely to derive through or in connection with any contractual arrangements, dealings, transactions or affairs of the Company and/or any transactions which are likely to be detrimental to the Company.
- 2.8 The employee shall receive periodic performance reviews/evaluations at the discretion of the Company.
- 2.9 The employee shall not during the Term or at any time after its termination do or omit to do anything, which is calculated to directly or indirectly damage the reputation of the Company.

3. **DEPICTIONS AND WARRANTIES**

- 3.1 The employee represents and warrants to the Company that:
- 3.1.1 The execution, delivery and performance of this Appointment, in the time and manner herein specified, will not conflict with, result in a breach of, or constitute a default under any existing appointment or other instrument to which s/he is a party or by which s/he may be bound or affected;
- 3.1.2 S/he has the experience and ability as may be necessary to perform the Duties as described under this Appointment with a high standard of quality; and
- 3.1.3 S/he shall perform all services in a professional and workmanlike manner and none of the services or any part of this Appointment is or will be inconsistent with any obligation the employee may have to others.

4. **ONUSES**

- 4.1 Position. The employee shall be employed as "Assistant Engineer - Execution & Coordination", and be responsible for overall operations and report to the Competent Authority.
- 4.2 During the Term, the employee shall:
- 4.3 To the best of your ability and experience devote your whole working time and attention to the Business and the Company shall be entitled to all the benefits and profits arising from such work and effort of the employee;
- 4.4 Comply with all operating policies, procedures and practices of the Company;
- 4.5 work with a high standard of initiative, efficiency and economy in the section or department in which s/he is employed;
- 4.6 Devote your entire time to the work of the Company and will not undertake any other direct or indirect business or work, honorary, except with the written prior permission of the Company in each case;
- 4.7 Serve the Company diligently, faithfully and to the best of your ability, use your best endeavours to promote the interest of the Company and perform all duties that may be entrusted upon him / her from time to time. For, the performance of all such duties, use all the knowledge, skill and experience which the employee possesses, to the entire satisfaction of the Company and put in extra hours if the job calls for;
- 4.8 Be responsible for safe custody of any Company property' such as cellular phone, laptop etc. if given for official work and the same is returnable;
- 4.9 Be governed and will abide by the service rules and regulations of the Company that are in force and will be introduced from time to time;

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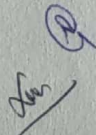
- 4.10 Be liable to go to any place outside Mumbai for the purpose of work and / or training whenever required by the Company/Management/Board and will be liable to remain outside Mumbai for such period as may be determined by the Company.
- 4.11 Perform all such jobs as may be assigned to you from time to time by the Superiors / Management/Board;
- 4.12 Not seek membership of any or local public body without obtaining prior written permission from the Company;
- 4.13 In addition to oral / written instructions, office orders, also be governed by the Company rules and regulations and such other practices, systems, policies and procedures of the Company from time to time; and
- 4.14 Not accept gifts (either in cash or kind) from any Person with whom the employee may have official dealings on behalf of the Company or put himself / herself under any obligations which is detrimental to the interest of the Company.

5. REMUNERATION

- 5.1 Salary. In consideration of the duties and services rendered by the employee, The employee Shall be paid such salary, [bonuses and other benefits] by the Company, as may be Communicated by the Company from time to time and the Same shall be subject to the Sanction of the Company, **Rs.276000.00 /-p.a (Rupees Two Lacs Seventy Six Thousand Only)** on a cost-to-company basis in Grade & Scale "T3 & 2".
- 5.2 Withholding Tax. Any salary or other payments to be made or to be credited to the employee shall be subject to such deduction and withholdings of tax or otherwise as the Company may be mandated or required to do so whether by any applicable laws, regulations or guidelines or pursuant to any contract to such effect.
- 5.3 Bonus. Any incentive bonus to the employee from the Company shall be at the sole discretion of the Board of Directors / Management, and the same shall be based upon the extent to which the employee's individual performance parameters and the Company's profitability and other financial and non-financial objectives are achieved during the applicable bonus period. Bonus is not a term and condition of employment.
- 5.4 Additional Benefits. *The employee shall, however, be eligible to participate in the Company's employee benefit plans of general application, including without limitation, those plans covering medical, disability and life insurance in accordance with the rules made from time to time for individual participation in any such plan and under applicable policy.*
- 5.5 Leave. The employee shall be eligible for thirty (30) days leave per calendar year which would include privileged leave for twenty one (21) days, sick leave for five (5) days and casual leave for four (4) days. The employee shall be required to obtain necessary approval from your supervisor/superior prior to availing of any leave as per leaves policy of the company.
- 5.6 Reimbursements. The employee shall be reimbursed by the Company for reasonable expenses incurred by the employee on behalf of the Company and for the benefit of the Company subject to compliance with the policies and procedures communicated by the Company from time to time in this respect. Bills for such expenses shall have to be submitted to the jurisdictional accounts department which shall be scrutinised and paid them promptly within a reasonable time.

6 CONFIDENTIALITY

- 6.1 The employee undertakes and agrees, that in consideration of the employment with the Company and the salary and other compensation that the employee had and shall receive during the employment, that s/he shall abide with the following:
- 6.1.1 S/he will not, both, during and after the employment, without the Company's prior written permission, disclose to any outsider, or permit any person to examine or make copies of, any Confidential Information of the Company.
- 6.1.2 S/he will not, during and after the employment, the disclose to any Person for any purpose or use any or all Confidential Information or Intellectual Property of the Company, for any business or venture, either directly or indirectly through any Person, firm, Company or other body corporate in which the employee may own equity or otherwise hold any interest.



- 6.1.3 S/he will comply, and do all things necessary to permit the Company to comply, with the laws and regulations of all governments under which the Company does business, and with the provisions of contracts between the Company and any such government or its contractors, or between the Company and any private contractors, that relate to Intellectual Property or to the safeguarding of information, including the signing of any confidentiality appointments required in connection with the performance of your duties during the employment.
- 6.2 The employee expressly agrees and undertakes that at any time during and after the employment, s/he shall have no proprietary interest in any idea, invention, design, technical or business innovation, computer program and related documentation, or any other work product developed, conceived, or used by him / her, in whole or in part that arises out of the employment with the Company, or that are otherwise made through the use of the Company's time or materials "Developments".
- 6.3 All Intellectual Property shall constitute the absolute property of the Company and the employee shall not claim any right on any such Intellectual Properties during the term of your Employment or after expiry or sooner termination of such Employment.
- 6.4 All Developments and Intellectual Properties are and shall be the sole property of the Company and that the Company shall not be required to designate him / her as the author thereof. The employee undertakes to promptly disclose all Developments to the Board of Directors / Management of the Company and shall, at the Company's request, do all things that may be necessary and appropriate to establish perfect record or document the Company's ownership of the Developments, and Intellectual Properties including, but not limited to, the execution of the appropriate copyright or patent applications or assignments the productions of documents and evidence to the appropriate authorities etc.

7 NON-COMPETE

- 7.1 The employee covenants that, during the Restricted Period without the express prior written approval of the Company, the Employee shall not do or indulge in any of the following:
- 7.2 Compete. The employee shall not directly or indirectly carry on or participate in any business/activity (*whether directly or indirectly, as a partner, shareholder, principal, agent, director, affiliate, employee or consultant*), which is similar to the Business nor engage in any activity that conflicts with the employee's obligations to the Company.
- 7.3 Solicit Business. Solicit or influence or attempt to influence any client, customer or other person directly or indirectly to direct your or its purchase of the Company's product and/or services to himself / herself or any person, firm, corporation, institution or other entity in competition with the business of the Company.
- 7.4 Solicit Personnel. Solicit or attempt to influence any Person employed or engaged by the Company (*whether as an employee, consultant, advisor or in any other manner*) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself / herself or any person or entity which is a competitor of the Company.
- 7.5 The employee acknowledges and agrees that the covenants and obligations with respect to non-compete and non-solicitation as set forth above relate to special, unique and extraordinary matters, and that a violation of any of the terms of such covenants and obligations will cause the Company, irreparable, injury. Therefore, the employee agrees that the Company shall be entitled to an interim injunction, restraining order or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the employee from committing any violation of the covenants and obligations contained in this Clause. These injunctive remedies are cumulative and are in addition to any other rights and remedies that the Company may have at law or in equity.

8 CONFLICTS

- 8.1 The employee represents that your performance of the provisions of this appointment shall not breach and/or constitute a breach of the employee's obligations to any other person and the employee has not and will not at any time hereafter enter into any oral /written appointment in conflict with the provisions of this appointment..

9 TERM OF TERMINATION

- 9.1 The term of employment of the employee shall commence from the date of joining of the employee in the

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organisation and shall continue till the employee resigned from the services or your services are terminated by the Company and discharged him / her from the services in all respect.

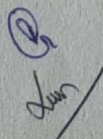
- 9.2 The Employment of the employee is terminable by either party at any time after confirmation by tendering written notice of "**One Month**" or salary in lieu of notice of such termination to the employee to be effective immediately, the employee shall not be entitled to any benefits, damages, award or compensation, other than that legally/lawfully/as per company policy or by act due to him/her.
- 9.3 Notwithstanding what is stated above, the Company shall be bound to terminate this appointment if the Management/Board resolves to do so.
- 9.4 This appointment may be terminated during its Term upon the occurrence of any of the following events:
- 9.4.1 Termination for Just Cause. The Company shall be entitled to terminate the employment for Just Cause after giving Notice to this effect to the employee.
- 9.4.2 Termination Simpliciter. Notwithstanding the provisions of Clause 9.4.1 above, the Company shall be entitled to terminate the employment of the employee at its sole discretion after giving Notice, without being bound to assign any reasons for the same.
- 9.4.3 Termination due to Disability. In the event of the employee suffering a Disability, there shall be an automatic termination of the employment without the Company being duty bound to give any notice of the same.
- 9.5 Severance Benefits. In the event of the termination of the employment of the employee on any grounds whatsoever, the employee shall be entitled to receive payment for all salary and accrued leave if any, if applicable as per the Grade and Scale, as on the date of such termination and shall be entitled to such additional severance benefits as may be specified by the Company from time to time for this purpose.
- 9.6 Retirement. In the event the employee attains the age of sixty (60) years during the Term, s/he shall automatically be liable to retire from the employment of the Company which may however, be extended at the sole discretion of the Management/Board.

10 INDEBTEDNESS

- 10.1 If, during the course of the employee's employment under this employment, the employee becomes indebted to the Company for any reason, the Company may, if it so elects, set off any sum off due from the Company to the employee and collect from the employee any remaining balance.
- 10.2 On termination of employment, the Company may deduct any sums owed by it to the employee (by way of salary or otherwise) from any sums owed by the employee to it.

11 MISCELLANEOUS

- 11.1 Amendments. Any term of this appointment may be amended only with the written consent of the Parties.
- 11.2 Entire appointment. This appointment and the Schedules constitute the entire appointment among the Parties and supersede all prior appointments and understandings, oral and written, among the Parties in connection with the appointment of the employee as "**Assistant Engineer - Execution & Coordination**".
- 11.3 Notices. All notices or order communications which are required or permitted hereunder shall be in writing and shall be sufficiently delivered or mailed by registered or certified mail, postage prepaid, or faxed (but then immediately confirmed by mailing of the original) at the addresses set forth in the heading of this appointment or such other address as the appropriate Party may advise the other Party.
- 11.4 Severability. If one or more provisions of this appointment are held to be unenforceable under applicable law, the Parties agree to renegotiate such provision in good faith. In the event the Parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this appointment, (ii) the balance of the appointment shall be interpreted as if such provision were so excluded and (iii) the balance of the appointment shall be enforceable in accordance with its terms.
- 11.5 Cumulative Rights. The rights and remedies of the Parties contained in this Appointment are cumulative and not exclusive of rights or remedies provided by law.

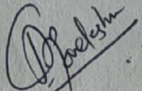


- 11.6 Voluntary Nature of appointment. The employee acknowledges and agrees that the employee is accepting this Appointment voluntarily and without any duress or undue influence by the Company or anyone else and that s/he has carefully read and fully understands, all the provisions of this Appointment, and that s/he is knowingly and voluntarily accepted this Appointment.
- 11.7 Waiver. If at any time any Party shall waive its rights accruing to it, due to breach of any of the provisions of this Appointment, such waiver shall not be construed as continuing waiver of other breaches of the same kind or other provisions of this Appointment. None of the terms of this Appointment shall be deemed to have been waived or altered, unless such waiver or alteration is in writing and is signed by the Parties.
- 11.8 Equitable Remedies. Each of the Parties acknowledges and agrees that monetary damages may be an inadequate remedy for breach or threatened breach of the provisions of this Appointment, and each party agrees that, notwithstanding anything to the contrary herein, in the event of a breach of any provisions of this appointment, the respective rights and obligations hereunder shall be enforceable by specific performance or injunctive remedy in any court of competent jurisdiction.
- 11.9 Employees must abide by the "Capacite's Code of Conduct" and "Capacite's Ethics and Values" and breach of the same will be seriously viewed, inviting appropriate disciplinary action.



Yours faithfully,

For **CAPACIT'E INFRAPROJECTS LTD,**



Ajay Singh Pardeshi
Vice President – HR & Admin