

## APPOINTMENT ORDER

Date: 15.09.2023

Mr. Pavankumar Shirahatti  
S/O Arun Shirahatti, tq  
Athani Mahishwadgi,  
Belagavi, Karnataka – 591240.

Dear Pavankumar,

Further to our discussions, we are pleased to offer you the following position in our Company.

**1. DESIGNATION**

Your designation will be “Trainee CAD Engineer - HVAC”.

**2. DATE OF JOINING**

Your date of joining will be on **11<sup>th</sup> September 2023**.

**. PROBATION**

You will be on Probation for a period of six months from the date of your joining date. You will be confirmed depending upon your performance during this period, which will be evaluated and confirmation, when decided, will be in writing. Specifically, it is imperative that you show that the output of you and your team is at par or better than the standards required by the QDC India Performance System. Failure to do so at any stage would render you liable for termination of your services in the probationary period without any notice period. In the event you were to resign during the probationary period, you shall serve two months’ notice of your intention to resign, or alternative pay or forego salary for a period equivalent to two months’ salary. In the event you fail to honor the commitment, the Company will be entitled to withhold payments to the extent of such sums equivalent to two months’ salary.

**4. Your monthly compensation is attached herewith as Annexure – A.**

**5. PROVIDENT FUND**

Provident fund benefits will be affected as per the prescribed PF Rules and Guidelines.



## 6. SALARY REVIEW

Your first salary review will be after six months based on your performance and the next review will be after one year from the date of joining. Subsequently, your salary review will be periodic as per the policy of the company your increments are at the company's sole discretion and will be subject to and on the basis of your effective performance and results during the period. The detailed breakup of your salary is as mentioned in ANNEXURE A.

## 7. LEAVE

You will be entitled to leave as per the applicable leave policy of the company, as may prevail from time to time. During probation, you are not entitled to avail yourself of leave benefits.

## 8. OTHER WORK

Your position is whole-time employment with the company, and you shall devote yourself exclusively to the business of the company. You will not take up any other work for remuneration (part-time or otherwise) work in an advisory capacity or be interested directly or indirectly (except as a shareholder or debenture holder) in any other trade or business during the employment with the company without written permission of the company.

## 9. TRAVEL

You may be required to undertake travel on company work and you will be reimbursed travel expenses incurred according to company rules, as may be prevailing from time to time.

## 10. CONFIDENTIAL INFORMATION

You will not, at any time, without the written consent of the Company, disclose, divulge, or make public any information regarding the Company's affairs or administration or research carried out, whether the same may be confided to you to become known to you in the course of your service or otherwise.

You shall notify the Company promptly in the event of any breach of its security, under conditions in which the confidential information is exposed to loss or unauthorized disclosure or use. You shall take all other steps necessary to recover compromised confidential information.



## 11. PROTECTION OF INTEREST

If you conceive of/invent/discover/improve on any new or advanced or current methods of improving processes/formulae/systems in relation to the operation of the company or its affiliates or customers, such developments, discoveries, or inventions will be fully communicated to the company and will be and remain the sole right/property of the company.

## 12. NOTICE PERIOD

In the event of voluntary resignation, you will be serving two months' notice. A proper notice of resignation is to be submitted and the process is to be adhered to as per the policy laid out by QDC India Consulting Pvt. Ltd.

In the event of any unsatisfactory performance as mentioned in the QDC India Consulting policy, misconduct, or breach of terms of employment on the part of the employee during Probation or on/after confirmation the Company reserves the right to terminate this contract immediately with/without any notice to meet the Company's requirements.

The Company reserves the right to pay or recover your salary in lieu of notice period. Further, the company may at its sole discretion relieve you from such date as it may deem fit even before the expiry of the notice period without compensating you for the un-expired period and is not bound to give any reason thereof.

## 13. TERMINATION

13.1 The Company shall be entitled to and shall be at liberty to terminate your services, in the event of any act of misconduct or misfeasance attributable to you.

13.2 In the event, you do not report to duty, and fail to be in communication with or relinquish the services of the company, without taking written consent or permission, the Company shall be at liberty to consider you as absconding, and shall be entitled to pursue all legal actions against, whether criminal or civil, to ensure that you do not unduly use the confidential information, and or take actions which may cause injury or harm to the Company. The Company shall also be entitled to withhold and/or recover all monies or monies worth as may be available at its disposal and shall be at liberty to withhold all benefits that may be otherwise available to you as an employee of the company.

13.3 You have agreed to render your services as Trainee CAD Engineer - HVAC, for a continuous period of three (3) years from the date of appointment, i.e. 11<sup>th</sup> September 2023. In the event you intend to terminate the employment before the completion of three (3) years, you shall be liable to issue two (2) months prior notice of your intention



to terminate the employment and become liable to pay Rs. 1,00,000 (One Lakh Rupee Only) on account of early termination of the employment

13.4 The Company is not obligated to provide any notice to the employee in case of any unsatisfactory performance, act of misconduct, or breach of terms of employment either during the Lock-In Period or after the completion of the Lock-In Period, without assigning any reasons.

13.5 You have expressly agreed that upon completion of the three (3) years period, you shall issue two (2) months prior notice of your intention to terminate the employment. Upon acceptance of the same by the Company, you shall ensure that you complete all the pending tasks and hand over all the property of the Company to ensure a smooth transition.

13.6 The Company may, at its option, pay salary in lieu of notice but nothing in these terms and conditions of employment shall prevent the Employer from terminating your employment without notice or payment in lieu of appropriate circumstances.

#### 14. NON-COMPETITION

During the employment period and for a period of three (3) years after the employment period, you shall not, without the Company's prior written consent, which consent shall not be unreasonably withheld, directly or indirectly:

- (i) hire any employee of the company or recruit, solicit, or induce, or attempt to induce, any employee or employees of the company to terminate their employment with, or otherwise cease their relationship with, the company; or
- (ii) Solicit, divert, or take away, or attempt to divert or take away, the business of patronage of any clients, customers or accounts or prospective clients, customers of the company, which were contacted, solicited, or served by you while in the employment with the company.
- (ii) Seek employment or consultancy or any assignment with any clients, customers, or vendors of the company. The term client, etc., shall include past or present and prospective clients and their subsidiaries and business associates.

#### 15. SURVIVAL OF OBLIGATIONS



Your obligations under clauses 14, 16, and 17 shall survive the termination of this Agreement

#### **16. SEVERABILITY**

The provisions of this agreement are severable, and the invalidity of any provision hereof shall not affect the validity of any other provisions. In the event that any court of competent jurisdiction shall determine that any provision of this Agreement or the application thereof is unenforceable because of the duration or scope thereof, the parties hereto agree that said court in making such determination shall have the power to reduce the duration and scope of such provision to the extent necessary to make it enforceable and that the Agreement in its reduced form shall be valid and enforceable to the full extent permitted by law.

#### **17. ON SEPARATION**

On termination/separation from the company, you will immediately surrender to the company before you are relieved of your duties, all correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings, effects, or records, etc., belonging to the company or relating to its business and shall not make or retain any copies of these items.

All terms, conditions, and payments are subject to tax laws in India and the amount of taxes will be recoverable from the payments payable. The perquisites and benefits shall cease on termination or separation. In addition, if any of the conditions of your employment or post-employment with **QDC INDIA CONSULTING (P) LTD.** is violated, the company or its representatives will take suitable action against you as per Indian law for damages.

#### **18. ABSENCE FROM WORK DUE TO SICKNESS OR INJURY**

18.1 You shall inform the reporting manager about your inability to attend to your duties on account of sickness or injury on the first day of such inability, with justifiable reasons for such absence and supporting documents.

18.2 If you are absent for seven days or less, you shall immediately on returning to work complete a self-certification form in respect of each day of absence.

18.3 If you are absent for more than seven days, you must on the eighth day of absence provide the Company with a medical certificate from a General Practitioner stating the reason for absence and provide subsequent certificates to cover any subsequent periods of absence.



18.4 You shall become entitled to Sick Pay allowance if the Company policies contain a provision for such sick pay allowances, else the said period shall come within the purview of "Loss of Pay".

#### 19. GOVERNING LAW, DISPUTE RESOLUTION AND JURISDICTION

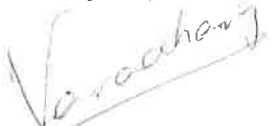
19.1. This Appointment Order shall be governed in accordance with the laws of Indian Republic.

19.2 Any dispute arising out of this Appointment Order shall be resolved by reference to the arbitration of a Sole Arbitrator to be appointed by mutual consent of both the Parties. The Arbitration shall be conducted in the English language in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996, and statutory amendments. The venue of arbitration shall be Bangalore. The award passed by the Arbitrator shall be final and binding on the Parties.

19.3 Subject to the foregoing, the courts at Bangalore shall have exclusive jurisdiction to entertain any dispute arising out of this Appointment Order.

We welcome you to QDC INDIA CONSULTING (P) LTD. Bangalore and wish you a long and fruitful association with Our Company.

Sincerely,  
For M/s. QDC India Consulting Pvt. Ltd.

  
Mr. Varadharaj. G V  
Director

I AGREE and ACCEPT EMPLOYMENT WITH QDC INDIA CONSULTING (P) LTD., BANGALORE,  
ON THE TERMS AND CONDITIONS STATED IN THIS APPOINTMENT ORDER.

Name: \_\_\_\_\_  
Date: 30<sup>th</sup> Sep 2023

  
Mr. Pavankumar Shirahatti

Name: Pavankumar Shirahatti  
 Effective From: 11<sup>th</sup> September 2023  
 Designation: Trainee CAD Engineer - HVAC

## ANNEXURE-A

Salary Break-up		
Gross Earnings		
Particulars	INR Per Month	INR Per Annum
Basic Salary	6,676.00	80,112.00
DA	1,724.00	20,688.00
HRA	4,006.00	48,072.00
Conveyance allowances	946.00	11,352.00
<b>Total Gross Salary</b>	<b>13,352.00</b>	<b>1,60,224.00</b>
Statutory deductions		
PF contribution by the employee	1,122.00	13,464.00
ESI contribution by the employee	100.00	1,200.00
Professional Tax (PT)	-	-
<b>Total deductions</b>	<b>1,222.00</b>	<b>14,664.00</b>
Employer PF contribution	1,215.00	14,580.00
Employer ESI contribution	434.00	5,208.00
<b>Net Salary</b>	<b>12,130.00</b>	<b>1,45,560.00</b>
<b>Cost to the company (CTC)</b>	<b>15,001.00</b>	<b>1,80,012.00</b>

For M/s. QDC India Consulting Pvt. Ltd.

Accepted

  
 Mr. Varadharaj. G V  
 Director

  
 Mr. Pavankumar Shirahatti

