

Ref No. EP/HR/A/P03/30001187

09-12-2021

Mr. Rushikesh Betalse

AtPost-kallam, Tal-kallam, Dist, shivaji nagar barshi rode, near M.S.C.B, Osmanabad - 413501, Maharashtra, India

**SUB : APPOINTMENT LETTER**

Dear Rushikesh,

This has reference to your application for employment in our organization and subsequent interviews you had with us. We are pleased to appoint you as '**Officer - Production (001)**' in '**Production**'Department in **001-Officer** Grade w.e.f. **09-12-2021** on the following Terms and Conditions:

**TERMS AND CONDITIONS**

**1.0 EMOLUMENTS AND BENEFITS**

1.1 Your Total Cost to Company is Rs. **2,90,000.00** . The details are as per **Annexure- A** and subject to Terms and conditions mentioned in the Annexure/s.

1.2 You will be eligible for Benefits viz. Provident Fund, E.S.I., Gratuity and Bonus etc., as per the laws applicable in India and as per the rules and regulations laid down in the HR Manual of the company.

1.3 Your personal e-tax liability, if any, shall be borne by you.

**2.0 WORKING HOURS**

The working hours of the company shall be as required to complete and fulfill your daily duties and responsibilities, subject to legal provisions.

**3.0 TRAINING / PROBATION / CONFIRMATION AND TERMINATION OF EMPLOYMENT**

3.1 You will be on Training period of Six months. During this period your services can be terminated without notice & without assigning any reason.

3.2 After successful completion of the training & on recommendation of your immediate Superior, you shall be on probation for a period of six months. However your probation period can be extended depending upon your performance.

3.3 During the probation period your performance, attendance, discipline, behavior, relationship with Superiors and Subordinates will be closely assessed.

3.4 On Successful completion of your Probation period, your services will be confirmed by 'Confirmation Letter' in writing and until such Confirmation you will be deemed to be on Probation.

3.5 Your services during the Probation can be terminated without notice or without assigning any reason thereof.

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3.6 Your Services can also be terminated without any notice or pay in lieu thereof if the Management finds that particulars furnished by you either in application form or at the time of interview are incorrect and / or purported.

3.7 On confirmation your services can also be terminated by 30/90 days notice on either side depending on your grade at the time of separation with the organization or pay in lieu thereof. However the company shall have option to relieve you at an earlier date at no additional cost to the company.

3.8 The Management reserves the right to terminate your employment forthwith without any notice or pay in lieu of notice if in its opinion you are guilty of inattention or negligence of the conduct of the company's business or any other Act of omission or commission inconsistent with your duties and responsibilities.

3.9 To join training / induction programme and / or any organization without relieving letter from our end leads to double employment which is illegal and against the norms of the company.

3.10 In the event of your leaving the employment within a period of one year from your date of joining (inclusive of your training and probation period, if any), you would be liable to pay to the company cost of training and induction during your employment. The Management reserves its right to recover the above-mentioned cost as per company's policy from time to time. The expenses incurred towards payment of your relocation, Notice Pay and your stay at company's accommodation as applicable shall be deducted from your Full and Final Settlement.

#### **4.0 DEPUTATION/TRANSFER**

You may be deputed or transferred to any other section / department / division of the company and/or to any other / associate/ affiliate/ subsidiary of the company, existing at present / established in future, and/ or to any place in India or abroad, if necessary.

#### **5.0 INTELLECTUAL PROPERTY RIGHTS**

For the purpose of this clause, '**Intellectual Property**' shall mean and include trademark, patents, design and copyright owned by the company. You acknowledge and agree that:

5.1 The Company shall remain the owner of all intellectual property disclosed to you or developed by you during your employment.

5.2 During the period of your appointment and even thereafter, you shall not at any time either directly or indirectly:

- a. Use the intellectual property rights of the company unless otherwise specifically authorized.
- b. Communicate to any unauthorized person about any intellectual property rights concerning the Company's business, thereby causing loss to the company.
- c. Print, copy, possess or take away any documents or data pertaining to the intellectual property of the Company other than as necessary in the course of your duties.

5.3 If you become aware of infringement of company's intellectual property by any of the Company's employees, ex-employees, co-employees, agents, sub-contractors, vendors, you shall promptly notify the company about the same and give the company all reasonable assistance in connection with any proceedings which the company may institute against any such persons.

5.4 The provisions of this clause shall survive the cessation or termination of your appointment.

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## 6.0 CONFIDENTIALITY

6.1 For the purpose of this clause, 'Confidential Information' shall mean and include all non-public and proprietary information, in whatever form (whether tangible, verbally communicated, physically and electronically communicated or disclosed in writing or otherwise including without limitation information disclosed by samples) which has been or will be disclosed by the company to you, during the term of your appointment relating to inventions, processes, products, designs, trade secrets, formula and formulations, know-how, technology, test and other data and other information relating to the development analysis, approval, manufacture and packing, computer programs and other information relating to the manufacturing activities. The terms and conditions contained in this appointment letter shall also be treated as Confidential at all times.

6.2 '**Trade Secret**' shall mean and include such confidential information which will be disclosed from time to time during the period of your appointment.

### 6.3 Further:

a. You acknowledge and agree that nothing contained in this appointment letter shall be construed as granting any confidential information to you, by license or otherwise during the course of your employment.

b. You shall not during the period of your employment and even thereafter, either directly or indirectly:

i. Disclose and divulge any confidential information to any third Party.

ii. Communicate to any third Party or any other unauthorized person or company any confidential matter concerning the company or the business.

iii. Communicate upon any matter concerning the confidential information to any of the company's customers, suppliers, bankers, competitors, ex-employees or other persons with whom the company does the business, except as instructed in the course of his/her duties.

iv. Use the benefit of any trade secret/s of the company.

v. Print, copy, possess or take away any confidential information of the company other than as necessary in the course of your duties.

c. If you become aware of any breach of confidence by any of the company's employees, ex-employees, co-employees, agents, sub-contractors, vendors, you shall promptly notify the company and give the company all reasonable assistance in connection with any proceedings which the company may institute against any such persons.

d. The provisions of this clause shall survive the abandonment or termination of your employment.

## 7.0 UNDERTAKINGS

7.1 You hereby undertake to the company that at all times you shall provide independent and unbiased advice to the company or its clients/customers on behalf of the company, if any in relation to the activities which you are bound to perform under this appointment letter. You shall not, without the prior written consent of the company, accept any commission, salary, gift, other financial or material benefit or inducement from any customers, suppliers, consultants, or vendors past, existing or potential.

7.2 You shall observe and abide by all the rules and regulations of the Company and its policies as may be framed from time to time

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including its Anti-Corruption Policy. In case you need any clarification, you may contact your HR department.

## **8.0 NON COMPETE AND NON SOLICITATION**

During the period of your employment, you shall not either directly or indirectly whether as principal, agent, partner, employee or in any other capacity :

8.1 Compete with the business of the company, its subsidiaries, affiliates, successors and assigns and such other venture undertaken by the company presently existing and which may be set up after the date of this appointment letter.

8.2 Compete with the business of the company using the company's confidential information and/or trade secret in its embodied or disembodied form.

8.3 Compete with the company by taking employment in any other entity which is in the same line of business as that of the company.

8.4 Interact with, solicit or endeavor to entice away any of the present/ex-employees, present/ex-consultants and/or present/ex-local/abroad vendors, clients/ customers of the Company, its subsidiaries, affiliates, successors and assigns with a view to start a competing business or work in a competing entity.

## **9.0 ABANDONMENT**

9.1 You are not authorized to remain absent for more than 10 days from duty without prior written permission of the company. The same shall be construed as 'abandonment', which shall be treated as breach of this appointment letter.

9.2 Notwithstanding anything mentioned in the above clauses, you acknowledge and agree that such abandonment will not amount to severance/ termination of your employment and as such all the terms of your employment shall remain effective and applicable to you during the period of such abandonment as well. However, in such case you will not be entitled for the benefits as per the company policy.

## **10.0 TERMINATION**

10.1 You will have a right to resign by serving prior written notice of 30/90 days applicable to your grade, as per company policy or upon payment of salary in lieu of notice period as mentioned in the Company policy as per your grade at the time of separation. The Company shall however have the right to relinquish any of the conditions as per its sole discretion.

10.2 The Company shall have the right to terminate the services without assigning any reason, with one (1) month prior written notice or immediately upon payment of salary in lieu of the notice period. The Company shall however have the right to relinquish any of the conditions as per its sole discretion.

10.3 Notwithstanding anything contained herein or in any other document or correspondence between the parties, in the event of Company having a reasonable ground to believe that you are guilty of misconduct, fraud, dishonest act, misappropriation of money, data theft, confidential information leakage, negligence, gross and/or willful under performance, found competing with the Company or its Affiliates, interacting with the clients, ex- employees of the Company or its Affiliates for any unlawful gains or with any other ulterior motives, or such other acts which the Company feels amounts to misconduct and which causes any loss to the Company or has committed any breach of the provisions of this appointment letter and/or HR Manual or other policies, the Company shall have every right but not the obligation to terminate your services immediately without giving any notice or any monetary compensation.

10.4 In case your employment/service is terminated by reason of reconstruction or amalgamation of the Company and you are

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offered employment with any concern or undertaking resulting from the reconstruction or amalgamation on terms and conditions substantially the same as of this appointment letter, then you shall not claim any damages/ compensation against the Company.

## **11.0 EFFECT OF TERMINATION/ ABANDONMENT / RESIGNATION**

11.1 In the event of termination as per clause 10.3 above or abandonment of service you shall be liable to pay liquidated damages and you shall also reimburse the Company with the following:

a.Training costs / fees paid during employment.

b.All expenses including payment towards relocation and/or stay at Company's accommodation as applicable, traveling, board, lodging and other incidental expenses incurred by the Company on your further experience.

c.Any loan along with the interest and/or outstanding amount provided/ paid/ disbursed to you by the Company irrespective of completion of final settlement.

11.2 The Company can set-off the aforesaid amount from any money/compensation payable to you. The Company may initiate appropriate civil/criminal actions, if necessary and /or initiate actions for any other equitable reliefs.

11.3 On termination of your employment, all rights and obligations to be fulfilled by you and the Company under this appointment letter shall automatically terminate except for such rights of action as shall have accrued prior thereto and any obligations which expressly or by implication are intended to come into or continue to be in force on or after such termination. All Company materials shall be promptly delivered to the Company.

## **12.0 GENERAL PROVISIONS**

12.1 On separation you will return all property of the Company handed over to you in your custody in serviceable condition and obtain 'No dues Certificate' from your department Head for the settlement of your accounts.

12.2 The age of superannuation is **58** years and the same shall be applicable to you.

12.3 This appointment and it's continuance is subject to your being found fit physically and mentally. You shall appear before the Medical Officer of the Company or any Medical Practitioner nominated for the purpose of medical examination and / or health survey from time to time. You shall submit to such medical examination as and when required and failing to do so would be considered as gross misconduct.

12.4 In addition to the terms and conditions mentioned in this Appointment Letter, you shall also abide by the service rules/HR Manual of the company as may be amended from time. In addition to the terms and conditions mentioned in Appointment Letter, an employee shall also abide by the notification sent electronically and provisions of this Employee Manual whether or not it is individually notified. Such attachments, notifications, and the provisions of Employee Manual or any other form of written communication shall be treated as implied terms and conditions of employment and any violation of the same shall amount to breach of the Service Rules.

12.5 Any dispute arising between you and Company shall be settled by the sole arbitrator Adv. Surekha Kinkar and in her absence Adv. Sunita Kinkar having their present office at Pune in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any amendments thereof. Subject to the aforesaid, Pune Courts shall have exclusive jurisdiction.

## **13.0 INDEMNITY CLAUSE**

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13.1 You shall fully indemnify the Company and keep the Company indemnified and free and harmless from and against any all demands, claims, damages, loss and all costs, charges and expenses whatsoever (including, attorney's fees and other dispute resolution costs), which the Company may at any time pay, suffer or incur as a result of any acts or omissions undertaken by you post termination of your employment with the Company, including (but not limited to) any act or omissions undertaken by you by misrepresenting to any person that you continue to be employed with the Company.

**14.0 Please furnish the self attested photocopies of following documents on or before joining.**

- a.Certificate of Date of Birth (Either Municipal or School leaving certificate).
- b.Testimonials, Certificates of your education and other achievements.
- c.Service / salary certificate and relieving letter from your previous employer.
- d.Pan Card.
- e.Passport.
- f.Address Proof.
- g.Aadhaar Card.
- h.Medical Fitness Certificate, including Chest X-ray and Blood report from a qualified Doctor.
- i.Five copies of your latest passport size photographs.

This appointment letter is enclosed in duplicate. Please sign the duplicate copy of this letter in acknowledgement of your acceptance of the above terms and conditions of your employment.

We welcome you to our Organization and are sure that your joining us will enhance our mutual interests. Wish you a very happy association with our Organization.

Thanking You,

Yours truly,

**For EMCURE PHARMACEUTICALS LTD .**



**AUTHORISED SIGNATORY**

I have read, understood, and accepted out of my own free will, the terms and conditions mentioned aforesaid.

Sign :

Place :

Name:

Date :



**Annexure - A**  
**Details of Annual Cost to Company**

Employee No.	30001187
Name	Rushikesh Betalse
Grade	001-Officer
Designation	Officer - Production (001)
Date Of Joining	09-12-2021

<b>Component</b>	<b>ANNUAL (INR)</b>	<b>MONTHLY (INR)</b>
Basic	1,80,000	15,000
HRA	9,000	750
Education Allowance	32,432	2,703
<b>Monthly Gross</b>	<b>2,21,432</b>	<b>18,453</b>
<b>Flexible Allowance</b>	<b>0</b>	<b>0</b>
Provident Fund	21,600	1,800
Gratuity	8,658	721
ESIC	7,196	599
<b>Statutory Benefits</b>	<b>37,454</b>	<b>3,121</b>
Bonus	31,114	2,593
<b>Other Benefits</b>	<b>31,114</b>	<b>2,593</b>
<b>Fixed CTC</b>	<b>2,90,000</b>	<b>24,167</b>
<b>CTC</b>	<b>2,90,000</b>	<b>24,167</b>
<b>Total CTC</b>	<b>2,90,000</b>	

1. Provident Fund, Gratuity & Bonus is as per the prevailing statutory laws applicable to you.
2. Ex-Gratia (if applicable) will be calculated commencing from date of joining onwards till closer of the FY. At the time of disbursement employee should "Active" on Payroll.
3. Reimbursement will happen against submission of relevant documents/bills/voucher payments.
4. All Payments are subject to the provision of Income Tax Act.
5. In addition to the above, your family (Self + Spouse + First 2 children upto age of 25yrs) is also covered for mediclaim policy.

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6. You are also entitled for Emcure GPA (group personal accident policy) which has 24-hour coverage.