



LEAR India Engineering LLP  
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LEAR/HR/1620274  
Date: 16 February 2021

Manoj Tambhe  
Pune

Dear Manoj,

This has reference to your application and subsequent interview you had with us.

We are pleased to appoint you in our company as "Engineer" for our operations in Bhosari, Pune w.e.f.  
**16 February 2021** on the following terms and conditions:

- 1 Please note your Cost to Company will be INR 9,83,000/- per annum as listed in Annexure Employee.
- 1.1 Your Cost To Company is inclusive of employer's PF contribution and other regular benefits like Performance Incentive (AIP / Local Bonus) which is variable / discretionary. Gratuity. The breakup of CTC is also shown in the Annexure I.
- 1.2 AIP / Local Bonus is variable & discretionary in nature & it is subjected to AIP/ Local Bonus guidelines of the Company.
- 2 Your services with the Company are terminable by giving **three months'** notice by either party to the other in writing, or salary in lieu thereof, where either party need not assign any reason for such termination. Your services may be terminated without notice and/or any compensation in case you breach any company policies, the terms of employment and / or you cause significant losses to the company.
- 2.1 In case of breach of the disciplinary rules of the Company or misconduct or refusal or wilful neglect to perform to the satisfaction of the Company, your services are terminable with immediate effect. In such an event, it would not be necessary for the Company to give you any such notice or compensation whatsoever.
- 2.2 If you remain absent without sanctioned leave for a period of the 7 consecutive days (including intervening weekly off and holidays), you will be deemed to have left the employment without due notice. This includes over-staying on leave also. Further in such case point 2.1 above will be applicable and in this regard management will take decision at its own discretion.
- 2.3 In case, notice pay (salary in lieu of notice) is payable by either party under point 2 above, the notice pay shall mean the monthly Base Salary and all other allowances such as Housing Allowance (if applicable).

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V. V. Patil  
PRINCIPAL  
Dr. Vithalrao Vikhe Patil  
College of Engineering  
Ahmednagar

3. This employment and its continuance will be subject to your being found medically (physically and mentally) fit by our Medical Officer and your remaining so during your service. For this, you may be required to appear from time to time before a Medical Officer authorized by the company for your medical examination.
- 3.1 In case, during the continuance of your employment you are incapacitated by reasons of illness or accident or any other cause, whether within or beyond your control from attending your duties for a period of three consecutive months or for periods amounting in aggregate to three months in any one year (not necessarily calendar year), the company may at its discretion, terminate this employment without any period of notice or any payment in lieu of notice.
4. Though, your current position will be at **Pune**, you will be subject to transfer anywhere in India or abroad at the discretion of the company, depending upon the exigencies of business. On such transfer, you will be governed by the perquisites, allowances, rules and regulations and such other conditions of employment as applicable at the place of transfer.
- 4.1 Your duties may be varied from time to time and are liable to departmental and/or shift work transfers at the discretion of the company. However, you will be required to put in minimum specified hours of work per week in accordance with the work timings as notified by the company.
- 4.2 You shall work with integrity and in conformity of the instructions as decided and given by the management from time to time. You shall diligently and faithfully carry out instructions given by your superiors in connection with the work assigned to you.
5. Your continuation in employment will be subject to satisfactory antecedent verification. If at any time, any declaration given or in the forms filled up is found suppressed/omitted, this employment shall be liable to be annulled at the discretion of the management.
6. Whenever there is any change in your permanent/local residential address for any reason, you shall intimation the change to the management in writing immediately, otherwise the communication sent to you on the latest address available in company's records shall be deemed to have been served on you. Also, any change in your personal bio-data from time to time may be communicated to the HR department.
7. You will promote and expand the business of the company and not directly or indirectly, full in time or part time and either solely or jointly be engaged in any service or other business or profession during the course of your employment without written sanction from the company. You will also not undertake any course of study without prior consent of the Management in writing.
- 7.1 In course of employment with the company, by virtue of the position held by you, you may acquire knowledge regarding the company's affairs like manufacturing process, technical know-how, security arrangement, administration, confidential matters relating to products and/or organisational matters etc. such information, however, obtained by you shall not be disclosed or allowed to be disclosed to other parties directly or indirectly, without the express authorization of an officer of the company.

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- 7.2 All improvements, inventions, discoveries and developments, whether or not patentable, made or conceived by you, either solely or in collaboration with others, during the period of your employment with the company shall be communicated to the company and shall become and remain the sole and exclusive property of the company.
- 7.3 You shall not without the prior permission of the Company publish or give out in any scientific, administrative, accounting, literary, artistic or general journals, newspapers or through any other channels/media (like radio and T.V. interview) any information pertaining to the company's existing or future business during the period of your employment with the company or thereafter.
- 7.4 Upon termination of your service for any reason, you will return to the company all the property and records of the company in your possession and you will not attempt to make or retain copies by any means whatsoever of any data, information, know-how or records of the company.
- 8 You may be required to undertake travel on company's business as and when necessary. In the case of such travel on company's business, deputation or travel in connection with transfer, you will be entitled to actual business expenses as per the policy of the company as may be applicable at that time.
- 9 You will retire from services on reaching the age of 60 years unless your services are terminated earlier on account of your being found medically unfit. For this purpose, your date of birth certificate with the company will be treated as final, unless otherwise proved.
- 10 You will be bound by all rules, regulations and orders promulgated by the company from time to time in relation to conduct, discipline, medical, retirement and any other matters as though these rules, regulations and orders were a part of this letter of offer/employment.

For Lear India Engineering LLP

*Amitabh Goswami*

Amitabh Goswami  
General Manager - Human Resources

Acceptance:

I hereby accept the employment on the terms and conditions mentioned in this appointment letter. I declare that I have never been convicted in any Court of Law.

I further declare and agree that in the event of any declaration given by me in the application form or any other document is found to be false, then my services may be terminated forthwith without any compensation.

Date : .....

Signature of Applicant



*(P. Hink)*  
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