

To,

Date: 1st June 2020

Mr. /Ms.: Vishal Kharchand

Employee ID. : FB00236

SUBJECT:- Addendum to the Contract Agreement/ Appointment Order dated 13th February 2020.

Dear Mr. /Ms. Vishal

This has a reference to the Contract Agreement/ Appointment Order issued to you by the Company on 13th February 2020.

Instead of Clause Number 5 which is mentioned below, please read the said Clause as highlighted & marked as Clause Number 5 A. The said change shall be effective from 1st June 2020.

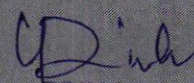
5. Termination of employment:

- a) During the course of your employment your services can be terminated by either party by giving Two/Three months' notice in writing.
- b) It is mandatory for you to serve the notice period and it is your responsibility to complete your handover during the notice period before resigning from the Company. Be it noted and understood that you shall not be relieved from the services of the company unless the assignment on which you are working at the relevant point in time is completed to the satisfaction of the company and the client.
- c) Serving a notice period is compulsory, unless the company after due consideration under exceptional circumstances agrees to accept the payment in lieu of notice period. Leave balance will not be adjusted against your notice period.
- d) In the event you are absent for more than three continuous working days (including over staying of leave) without prior approval of your supervisor, the same would be treated as serious misconduct and appointment shall stand terminated without any notice and without any compensation. In such a case, the company reserves the right to recover from you compensation and all the expenses incurred towards your training and development, special education, up skilling or on the job training provided to you in the course of your employment with the Company in addition to losses and damages actually sustained by the company due to loss of billing, etc. Company also reserves the right to initiate legal proceedings against you and all costs/ damages as a result of this action will be recovered from you.
- e) The resignation will be accepted only on you fulfilling the terms of the undertaking given by you during the course of you employment.
- f) Your services are liable to be terminated by the company if you're found to have committed any breach of policy, misconduct, in subordination, found guilty of disobedience, absence from training without permission, irregularities in punctuality & negligence of duty. In such case, you shall not be entitled to any notice and notice pay.

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PRINCIPAL

Dr. Vithalrao Vikhe Patil
College of Engineering
Ahmednagar

[5] [A]. Termination of employment:

a) During the course of your employment, your services can be terminated by either party by giving 15 days' notice in writing or 50% of basic salary in lieu of notice. It shall be the discretion of the Company to relieve you earlier than the date as mentioned by you. In such circumstances, you shall not be entitled to the salary for the remainder of the notice period. Please note that no leaves can be adjusted against the notice period. The company may accept or deny the receipt of payment of salary from you in lieu of notice period or its remainder as may be deemed fit by the Department head and or the Management depending on the criticality of the assignment / work and the conduct of the employee during such a period.

b) Be it noted and understood that you shall not be relieved from the services of the company unless the assignment on which you are working at the relevant point in time is completed to the satisfaction of the company and the client subject to Clause number [5] [A] [a].

c) In the event you are absent for more than three continuous working days (including overstay of leave) without prior approval of your supervisor, the same would be treated as serious misconduct and appointment shall stand terminated immediately without any notice and without any compensation. In such a case, the company reserves the right to recover from you, the compensation and all the expenses incurred towards your training and development, special education, up skilling or on the job training provided to you in the course of your employment with the Company in addition to losses and damages actually sustained by the company due to loss of billing, etc. Company also reserves the right to initiate legal proceedings against you and all costs/ damages as a result of this action will be recovered from you.

d) Your services are liable to be terminated by the company if you're found to have committed any breach of policy, misconduct, insubordination, found guilty of disobedience, absence from training without permission, irregularities in punctuality & negligence of duty. In such case, you shall not be entitled to any notice and notice pay.

You are requested to kindly take a note of the same.

Yashu

Human Resources

I have read the contents of the Addendum and I have fully understood the same. The Changes as mentioned in Para [5] [A] are acceptable to me and in token of the acceptance of the same, I have signed this at Pune/Nashik on Date: _____

Kharchand Vithal Bhimraj
Candidates Name & Signature



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