



1st December, 2021

To,
Mr. Swapnil Machhindra Pansare
Maladad Road, AT/ Post Ghulewadi,
Sangamner, Ahmadnagar,
Maharashtra - 422605.

Dear Swapnil,

In line with our discussions and the subsequent interview you had with us, we are pleased to offer you the position of **Trainee Engineer in Band 1** in our organization, Aurionpro Solutions Limited (hereafter referred to as 'Company') as per the terms of this offer letter which includes its annexures (together "Offer Letter").

We would like you to join us on **1st December, 2021**. This offer is valid for a period of 10 days from the date of this letter and you are expected to send us your acceptance, else it will be deemed that the terms of this Offer of employment is rejected by you.

This Offer Letter is confidential and the contents of the same shall not be disclosed or shared with any third party without explicit consent of the Company. The Company may at its sole discretion revoke this Offer Letter if it has reasonable grounds to believe that the confidentiality condition stated herein has been breached.

You are requested to kindly countersign one set of this Offer Letter as a token of acceptance of the contents and Annexures - I, II & IV of the same. The set of the Offer Letter, duly countersigned by you, shall be construed as a confirmation that you have read, understood and agreed to the terms and conditions of the Offer Letter.

Further, at the time of joining you are required to provide all documentation identified in Annexure III along with the signed copy of this offer letter and Terms of Employment. This appointment is subject to the successful completion of your background verification check.

For Aurionpro Solutions Limited

Juveri Mukherjee

Director ~ Corporate Human Resources

I have read, understood and accepted the terms and conditions of employment with Aurionpro Solutions Limited

Signature: _____

Name: _____

Date: _____



PRINCIPAL
Dr. Vitthalrao Vithe Patil
College of Engineering
Ahmednagar

Aurionpro Solutions Limited

Synergia IT Park, Plot No. R-270,
 T.T.C. Industrial Estate, Gautam Nagar,
 Near Rabale Police Station, Rabale,
 Navi Mumbai - 400 701. MH - INDIA

phone +91 22 4040 7070
 fax +91 22 40407080

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 www.aurionpro.com
 CIN L99999MH1997PLC111637

ANNEXURE – I**Terms of Employment**

The following are the terms and conditions of the appointment: –

1. Compensation & Benefits


- i. You are entitled to receive Salary as per Annexure II herewith.
- ii. You will be entitled for the joining bonus in case the same is agreed and stated in Annexure II. The payment of such joining bonus will be subject to the relevant conditions stated in the Annexure I & Annexure II in this regard.
- iii. You will be entitled to statutory retirement benefits in accordance with the employee manual made available to you ("Employee Handbook"). You are entitled to statutory retirement benefits of Provident Fund and Gratuity as per the current regulations
- iv. The policy regarding holidays and leave is covered in the Employee Handbook, as made available to you.
- v. The Company shall be entitled to make deductions from the Salary for Income tax and / or any other tax levied by the government to be deducted at source. Further, the Company may also recover all other deductibles which can be deducted as per the policy of the Company, including but not limited to, loans /advances, adjustments of over payment, recovery of fines, penalties on account of breach of the employment conditions, recovery on account of loss or damage caused to the Company's assets / property.
- vi. Salary will be reviewed annually at the sole discretion of the Company and shall be linked to your satisfactory performance as well as the performance of the Company.

2. Probation

You will be on probation for a period of **six** months from the date of your joining and the said period of probation may be extended purely at the discretion of the Company.

Based on your performance during the probation period, the company reserves the right to reduce / dispense with or extend the probationary period at its sole discretion or terminate your service with immediate effect, without giving any notice or assigning any reasons.

You shall continue on probation till your services are confirmed in writing by the Company


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3. Nature of Work

You will work at high standard of initiative, creativeness, efficiency and economy in the organization. The nature of work and responsibilities will be assigned and explained to you by your senior from time to time. Apart from your normal job duties explained to you at the time of your joining, you will also be required to carry out other administrative, managerial, supervisory or other functions, if exigencies of the work so require.

4. Working Hours

The Company observes **five days'** work week; from Monday to Friday (Saturday and Sunday are weekly holidays). Regular office timings are from 8.30am to 5.00 pm. Each employee is required to work minimum 8 hours (excluding lunch) /40 hours per work week. Employees deputed at the client's end are required to follow the timings & work days as per the client norms. Those functions which follow roster system will have staggering weekly off based on shift schedule. You acknowledge and agree that the Company may change the work week and office timings at its absolute discretion as may be permitted under the law.

5. Transfer

You will be deputed at and will report to Navi Mumbai office of the Company. Your services are transferable in view of exigencies of work to any business unit, practice, branch office or establishment of the company or its associate's subsidiaries, affiliates, contractors, etc. anywhere in India or overseas. Upon your transfer to the concerned business unit or branch or establishment of the Company, or to the other entities, whether in India or abroad, you will be bound by the service conditions and work practices prevailing in the concerned transferee establishment.

6. Work from home

You may be permitted to work from home subject to the guidelines shared by HR time to time and along with your supervisors' approval on the same. The permission so granted shall be subject to the continued compliances and requisite approvals as stated in such guidelines.

7. Address

In case of any change in the address or other details provided by you to the Company during the course of your employment with the Company, it shall be your duty to intimate the same in writing to it within three days from the date of such change and shall also set the change so effected / recorded in the Register of Address maintained for the purpose by the Company.

All communications sent to you by the Company at your last given address shall be deemed to have been delivered to you at correct address. You will intimate in writing to the Management any change of address within a week from the change of the same, failing that any communication sent on your last recorded address shall be deemed to have been served on you.

8. Other Employment

You shall be the full-time employee of the Company and shall not engage yourself in any work similar in nature to that of the Company and / or in which you may for the time being be engaged by the Company and / or engage yourself anywhere in any work, profession or employment either honorary or otherwise during the period of your employment with the Company.

9. Medical Fitness:

Your appointment, continuation and permanency as an employee of the Company will always be subject to your remaining physically and mentally fit and alert considering the nature of your duties. As and when found necessary, the Management will have the right to get you examined and/or re-examined from any registered medical practitioner of its choice or a civil surgeon of the area as it thinks fit and proper. The Company reserves the right to initiate necessary actions, including termination of employment, in any of the following situations:

- i. A false declaration of medical fitness by you.
- ii. Being found medically unfit to continue with the job, by a Company appointed medical practitioner. In such an event, you will be given specified time from management to regain your fitness.
- iii. Infectious diseases – in case you acquire any infectious diseases which are likely to be a risk to other employees.

10. Termination of Service

- a) During probation, this contract may be terminated by either side giving one-months' notice or payment of one-month Basic salary in lieu thereof.
- b) On confirmation, your services are liable to be terminated upon three month's written notice on either side or payment of basic salary in lieu thereof, . Provided that the Company, may require you to serve the complete notice period in case of project requirements or to avoid any disruptions and you agree to abide by the decision of the Company in this regard. As and when you are required to serve the notice period, it will not be permissible for you to avail any leave during the said period. Any un-availed leave lying to your credit shall be dealt with as per the policy of the Company laid down in the Employee Handbook.

- c) You may be offered incentives / cash bonus while joining (Joining Bonus) the organization.. Notwithstanding anything contained herein or elsewhere, the entitlement and payment of the Joining Bonus is subject to the condition that you will continue to be in employment for a period of one (1) year from the date of confirmation of employment. In the event, your services are terminated are ceased, for whatsoever reason before completion of the period of one (1) year from the date of confirmation of employment, the Joining Bonus as may have been paid to you shall be liable to be recovered/revoked and any entitlement or incentive in relation to the Joining Bonus as may have accrued or unpaid shall lapse upon such termination / cessation and you will no longer be entitled for such payment thereafter.
- d) In case you are required to pay any and all amount to the Company pursuant to terms of this Offer Letter or pursuant to any of your indebtedness to the Company, or pursuant to any levies imposed on you due to violation of the Employee Handbook or pursuant to clawbacks to be imposed as per any statutory provision or otherwise, the Company reserves the right to enforce such settlements, set-offs, recoveries, clawbacks against you.
- e) In the course of employment, you may be offered various benefits ("**Benefits**") in the nature of performance bonus, incentives, benefits under the employee stock options or stock appreciation scheme, retention incentives or any other entitlements offered to you in cash or kind. You shall agree that the Benefits availed by you are subject to your continued adherence of the employment conditions, integrity and code of conduct laid down in the Employee Handbook. The Benefits so availed shall be clawed back if it is found that you, at any point in time, had committed or continue to commit material breach of the conditions stated in the foregoing. The Company may in such case invoke this clause and claw back all the Benefits availed by you and you shall promptly return value of all the Benefits availed by you, failing which, the Company may take appropriate legal measures to recover the same.
- f) In the event of any misconduct, misappropriation, misrepresentation, bribery, disobedience, dishonesty, negligence, indiscipline, indecent activity, inappropriate behavior, insolvency/bankruptcy, offense, violation of the terms of this Offer Letter, applicable law, code of conduct or Employee Handbook, Company policy or otherwise applicable guidelines, the Company may initiate the disciplinary actions against you wherever practicable and in case you found to be guilty of the same, your services shall be liable to be terminated by the Company without any notice of termination or notice pay.
- g) Unauthorized absence or absence without permission from duty for a continuous period of 7-week days would make you lose your lien on employment and in such a case, it will be legitimately presumed that you have abandoned the services of the Company. In such case your employment shall automatically come to an end

without any notice of termination or notice pay.

- h) This appointment is based on the information given by you to us such as the particulars relating to qualification etc. given by you in your application for employment and in case any of the information given by you is found to be false or incorrect, your appointment will be deemed void ab-initio and liable for termination without any notice or salary in lieu of notice. The Management will be at liberty to carry out a background verification at any time during the period of your employment so as to ascertain the authenticity of the particulars and information furnished by you at the time of your appointment.
- i) Upon termination or expiration of your employment, for any reason, Company shall be entitled to, at its sole discretion, pursue any remedy available in law or in contract to ensure settlement of any amounts owed by you hereunder, including costs and expenses incurred towards your training.
- j) Company, in cases of data theft, failure to return company property and/or compromise of company confidential information, or any other violation of your obligations under this clause 10, non-settlement of monetary dues, by the employee, shall be entitled to, at its sole discretion, withhold the relieving letter and all other documents regarding your employment hereunder.

11. Retirement/Superannuation

You will retire after attaining the age of superannuation, i.e. at the age of 60 years. However, the Company may, with the permission of the Chairman / Managing Director extend the tenure of any resource beyond the age of superannuation.

12. Confidentiality

You may gain access to confidential Information. You shall use and access the confidential information only to the extent required to carry out your duties and in consultation with your reporting authorities. You are expected to maintain the secrecy of the confidential information. You shall not disclose the confidential information to any person except as may be permitted by a written consent of the company. You shall not utilize, disclose or divulge to any person or persons any trade secret or know-how of the management. In the event you are required to disclose any confidential information as per the written instructions/order of any governmental/judicial authority, you shall give the company a reasonable notice of any prospective disclosure and shall assist the Company in obtaining an exemption or protective order preventing such disclosure. You shall not indulge or carry out any activity directly or indirectly affecting or hampering the reputation, image or goodwill of the company.

"Confidential Information" shall include but not limited to all information relating to Company, its group companies, its clients, customers/contractors of the clients,

contractors, their officers/employees, which is obtained whether (without limitation) in graphic, written, electronic or machine readable form on floppy diskettes or orally, by you; and whether or not the information is marked as confidential also includes all intellectual property but exclude (a) information which is in the public domain other than by your act or omissions, (b) that which was previously known to you without any obligation of confidentiality as established by written records of you prior to receipt from the company or its contractors;

You shall keep company indemnified from any amount, cost, damages, expenses, losses, etc. arising out of any breach of this clause.

The obligation of confidentiality mentioned in this clause shall survive cessation of your employment with the company.

13. Personal Data

You represent and warrant that the data provided by you including the personal data ("Data") is accurate, correct and updated, and you undertake to inform the Company any changes thereto in the format as may be reasonably required by the Company. You acknowledge, understand the need and accordingly authorize the company, its affiliates, group companies, contractors to store and process the Data while carrying out their operations/activities.

14. Non-solicitation

During the term of your employment and for a period of twelve months thereafter, you shall not engage yourself in a trade or business with or get yourself appointed/employed/ hired/contracted or otherwise engaged by any other person for whom you would perform similar duties. You shall not enter into any employment, assignment or otherwise in any arrangement with or for (a) the customers directly or indirectly through agencies or other parties, (b) vendors, (c) partners, (d) contractors or (e) competitors of the Company.

Further, you shall not directly or indirectly (a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Company (including any of its affiliates, subsidiaries, group companies, contractors); or (b) induce any person who shall have been an associate of the Company (including any of its affiliates, contractors, etc.) at any time to terminate his/ her relationship with the Company.

You shall not undertake any activity which will be prejudice to the interest of the Company or may result in loss of business/revenue/clients/opportunity to the Company. You shall hold harmless and keep fully indemnified the Company at all times from and against any and all amounts, costs, damages, expenses, losses as may be determined by the Company that arises out of breach of the terms of this Offer Letter by you.

15. Intellectual Property Rights

- a) You agree to disclose to the Company each, every and all work ("Work") carried out by you during the term of your employment at its each stage including but not limited to its creation, alteration, modification, enhancement and completion stage. The Work will include but not limited to intellectual work including work of authorship, concepts, codes, designs, drawings, formats, ideas, innovations, principals, techniques, templates, writings or otherwise.
- b) You explicitly acknowledge and hereby Agree that the Work shall be considered as 'work for hire' and all rights including the intellectual property rights therein worldwide shall stand vested in the Company. You hereby explicitly waive all the rights including moral rights in the Work exclusively in favor of the Company without requirement of any payment of any royalty, fees or otherwise any amount by the Company to you or any other person.
- c) You agree to sign and execute all agreements, deeds and documents and undertake to perform and undertake acts as may be required by the Company for perfecting all the rights including the title, ownership, intellectual property rights in the Work to the Company.
- d) You hereby represent and warrant that you have not violated or will not violate the intellectual property rights of any person in the course of your employment with the Company and you undertake to indemnify the company from any amount, cost, expenses, loss, liabilities, damages, etc. arising out of breach of this clause.

16. Health Insurance & Personal Accident

You will be covered in the Group Medclaim policy and Group Personal Accident Policy as stated in documents of Employee Benefits Program.

17. Company Property

- a) The Company's (including its contractors) property including but not limited to intellectual property rights shall be returned to the company as per the instructions of the Company and in any case before the final date of his employment with the Company.
- b) Until such time as all the property is returned to the company, the Company shall, in addition to initiating legal proceedings for recovery, be entitled to withhold any salary, emoluments or other dues of yours and may further, at its discretion, deduct there from, the full value of the property calculated at its then replacement price. In addition, the Company may also take any other legal action against you and shall have the right to recover the full amount of the replacement price, if the dues are not sufficient to cover the replacement price. Further, the you shall compensate the Company for any misuse or damage to the property of the Company.

18. Waiver

Any waiver by the company of a breach or threatened breach of this Agreement by you shall not be construed as a waiver of any subsequent breach by you.

19. Severability

If any paragraph, sub-paragraph, or provision of this Agreement, or the application of such paragraph, sub-paragraph, or provision, is held invalid by a court of competent jurisdiction, the remainder of this Agreement, and the application of such paragraph, sub-paragraph, or provision to persons, or circumstances other than those with respect to which it is held invalid shall not be affected.

20. Force Majeure

Notwithstanding anything contained herein, the company shall not incur any liability of whatsoever in nature resulting from acts beyond the company's reasonable control including, without limitation, acts of God, acts of war or terrorism, shortage of supply, breakdowns or malfunctions, interruptions or malfunction of computer facilities, civil unrest, lock-outs, lock-downs, viruses, pandemic, epidemic, non-receipt of required permissions or permits, non-receipts of required authorizations, revocation/ cancellation or termination of the project.

21. Miscellaneous

- a. You shall sign and furnish the deeds / documents / guarantees as may be required by the Company from time to time in order to ensure your adherence to the terms of this Offer Letter and protect the interest of the Company, its contractors, affiliates and customers.
- b. You shall also submit the original certificates/documents as may be reasonably required by the Company and/or other information as may be required by the Company from time to time for the purpose of verification or otherwise.
- c. You shall abide by and at all times comply all provisions of applicable laws including but not limited to the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act 2013, Code of Conduct, Employee Handbook, Company policies and procedures.
- d. You shall attend and complete compulsory and other trainings and certifications as may be prescribed by the Company.
- e. You shall cooperate and render all necessary assistance and support to the fullest extent in all the audits, enquiries or other proceedings of the Company as per the instructions of the Company.

22. Governing Law

This appointment shall be governed by and interpreted in accordance with the laws of India.

23. Jurisdiction

All disputes shall be subject to Mumbai jurisdiction, and appropriate courts of Mumbai shall have the exclusive jurisdiction to entertain and try any dispute. However, the company reserves the right to change the jurisdiction in its absolute discretion in cases of change in registered office, or change in corporate office, or change in the address of the department with which you work.



~ 10 of 13 ~

We welcome to you and wish you a great tenure and career with Aurionpro.

Sincerely,

Juveri Mukherjee

**Director ~ Corporate Human Resources
Aurionpro Solutions Limited**

Employee Signature: _____

Employee Name: _____

Date: _____



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Ahmednagar

Annexure – II

Employee Code	4671	
Name of Employee	Swapnil Machhindra Pansare	
Designation	Trainee Engineer	
Band	1	
Salary Components	Annual (in Rs.)	Monthly (in Rs.)
Fixed Compensation		
Basic	1,82,004	15,167
HRA	91,008	7,584
Other Allowance	46,638	3,887
Retirals		
Gratuity	8,750	
Co's Contribution to PF	21,600	
Cost to Company (CTC)	3,50,000	
Retention Bonus	50,000	
Total Cost to Company (TCTC)	4,00,000	
Monthly Deductions		
Provident Fund		1,800
Gross Salary per month		26,638
Net Salary (Pre-tax) per month		24,838

Notes

- Retention Bonus amount will be released on successful completion of one year with us from the date of joining. Payments will only be made if you are still an employee of Aurionpro Solutions and will be clawed back should you resign in the 3 months following the payment. Note that the above-mentioned Retention Bonus is only applicable during your first year of employment
- You will be eligible for gratuity as per the Payment of Gratuity Act'1972.
- You will be covered from day one by the Aurionpro Group Mediciam Policy including your spouse & 2 children with family floater sum insured of 3 lakhs.
- You will be covered from day one by the Aurionpro Group Personal Accident Policy.
- Profession Tax would be deducted as per respective state slab.

Sumari



Vihareo
PRINCIPAL
Dr. Vihareo Vihare Patil
College of Engineering
Ahmednagar

Annexure – III
List of Joining Documents

Please share the soft copy documents mentioned below:

1. Passport size Photographs – 6 Nos.
2. Photocopy of SSC Mark sheet, HSC Mark sheet, Degree certificate, Professional courses certification. In case you have not yet received the certificates; please do submit it as soon as you get it.
3. In case you hold a passport, please submit an attested copy of the name and address pages. In case you do not have a passport, please apply ASAP.
4. Attested copy of Permanent Account Number (PAN) issued by the Income Tax authorities.
5. In case Aurionpro Solutions is not your first employer
 - a) The letter of acceptance of your resignation with the Company's Stamp or relieving letter from your previous employer (All previous company).
 - b) The salary certificate from the previous employer.
6. We use HDFC bank. If you have a salary account with them, please submit your HDFC account number and IFSC code number. If you don't then we will help you open one. To help you open a new account, we require your Aadhaar card and PAN Card.
7. In case your current and permanent address is different, kindly submit the proof for both. Eg: Rent Agreement, Agreement Copy, Passport Copy, etc.
8. To complete the joining formalities you also need to provide:
 - a) Your blood group
 - b) Details of professional training programs attended and certifications viz name of Diploma/ Certification, branch of study, institute or college name, start and end dates for certifications, the validity of the certification.
 - c) In case you are a member of an employee provident fund, your Universal account number (UAN) or PF number. After you join, the finance department will give you form No 13 for PF transfer on request. You should also know the name and date of birth of your nominees for completing the new provident fund nomination form.
 - d) Form 16
 - e) In case of absence of Form 16, you need to give declarations regarding your Savings, Investments etc. Submission of all above-mentioned documents is mandatory at the time of joining. Please bring along your original documents for verification purpose.

Note: All documents are mandatory for Audit purpose

ACKNOWLEDGEMENT

I am in receipt of this offer of employment of the Company annexed hereto. I declare that I have read and understood the terms of this letter and further agree to abide by the Policies, Rules & Regulations, Code of Conduct of the Company and hereby agree to abide by and enforce such policies.

I hereby accept this offer of employment by affixing my signature below.

Accepted and Agreed:

Name:

(Signature)

Date

ON JOINING DAY:

Start Date

Employee Code

(Name & Signature)