

08th September, 2023

To
Akash B P
S/o Paramashantaiah
2nd Cross, Ashokangar
Tumakuru - 572103

Subject: Offer of Employment on a position of Engineer - Production

Dear Mr. Akash,

It is our pleasure to offer you the position of **Engineer - Production**, this letter shall serve to confirm the terms of employment with the company. If the terms discussed below are acceptable to you, please sign the acceptance of our offer and return to the company.

A. COMPENSATION

- Salary & Allowance: your salary and allowance with a detailed break up in last form.
- Taxes: All amount payable to you as taxable and will be deducted as per the Law

B. LOCATION

Your place of work is **Damodar Motors India Pvt Ltd 188C Vasanthanarsapura Industrial Area, Distt-Tumkuru, Karnataka**. Your service can be transferred to any other office location with prior notification.

C. PROBATION AND NOTICE

You will be on probation of a period of six months. The probation period can be extended further if your performance /conduct is not satisfactory, at the sole discretion of management. You will continue to be on probation until confirmed in writing.

This employment can be terminated by either side, by giving one month notice during and after the probation period of gross salary in lieu of the notice period prior to leaving the company, you will ensure that all your ongoing activities are successfully completed and properly handed over to the satisfaction of your Manager / in charge / Superior.

In the event; that you leave the company within 12 months from the date of joining. All expenses towards relocation if any (Transport of household goods & travel expense) shall be liable to adjustment from your dues.



- **Employment Disqualification**

- ❖ If the company terminates the employment with you for any reason/s that disqualifies your employment with the company including the moral, ethical or other breach of agreement reasons, the company is not obligated to provide you any compensation for early termination.
- ❖ If found drunk in company premises or in office timing & mis-management of company fund; will be led to immediate termination & company is not liable to do FNF.
- **Complete Agreement:** The offer of employment contains all the terms and condition of employment with the company and supersedes any and all prior, oral or written representations or agreement made by anyone employed by or associated with the company.

D. AGREEMENTS

Company has extended this offer to you based upon your knowledge background and experience and not because of knowledge of your previous/current employer' trade secrets of the other company specific information.

E. EMPLOYEE DUTIES AND OBLIGATIONS

- The employee agrees to devote his full time and attention to provide his services and perform such other duties as required by the company. The employee agrees to use his/her best efforts in the performances of employees and duties and responsibilities and shall perform all the duties with due care, skill and diligence.
- The Employee shall at all the times be subject to and bound by the rules and regulations of the company as may be in force from time or as may be brought to the employee by the company.
- The Employee shall during the term of his agreement, refrain from absenting herself/himself from without reasonable cause for the entire period for which he is stipulated herein as having to work of the company.
- The Employee agrees that during the term of his agreement the employee shall work exclusively for the company and the employee will not perform or undertake to perform any work for any other person of organization without prior written permission of the company.
- The Employee shall ensure that during the term of this agreement the employee shall not commit any act or misconduct, or commit any acts subversive to the discipline of the company, or otherwise misbehave in a manner that would be construed as being in violation of the rules and regulations of the company under the employee Handbook for the time being in force.
- For the purpose of this Agreement, "WORK" shall mean and include any job, service, consultation, Training. Piece work or contract work carried out by the employee for the benefit of any legal entity either through himself of any other person or legal entity or monetary gain or otherwise. Expect to



the extent specifically authorized in writing by the company, the employee shall have the right or the authority to make any representation, contract or commitment for or on behalf of the company without obtaining the prior written permission of the company in this regard. The Employee shall have no authority, implied or otherwise to pledge the credit of the company. In the event the Company is held liable for any damage, loss, claim or action arising directly or indirectly from any action of the employee in violation of the clause, the employee shall indemnify the company to the maximum extent permissible under the laws for the time being in force in India.

F. NON-COMPETE AND NON-SOLICITATION

- Employee shall not, during the continuance of his employment by the company or after the date of termination of employment, directly or indirectly solicit or entice away or endeavor to solicit or to entice away or assist any other person to solicitor to entice away from the Company any individual who is in employment of the company.

- Employee shall not during the employment with the company and for a period of 12 months following the termination of this agreement of employment, directly or indirectly , provide any service either as an employee, employer, consultant, agent or in any representative capacity that is in competition with the business of company of any subsidiary of the company for the purpose hereof, a "competing" business shall mean any business that directly competes with any of the businesses of the company such shall exist or are planned to be developed during employee's employment with the company.
 - During employee's employment or thereafter, Employee will not knowingly interfere with or disrupt or attempt to interfere with or disrupt, the relationship, contractual or otherwise, between the companies.

 - Employee agrees that any material breach or written threatened breach of this Clause may not be remedied solely by money damages, and that in addition to any other remedies, the company is entitled to seek injunctive relief against employee in a court of competent jurisdiction for any such breach.

G. CONFIDENTIALITY

- The employee recognizes that he is being hired in a position of trust and confidence with the company and will in the course of his/her employment with the company, be exposed to the various item of secret and confidential information that is proprietary to the company the employee acknowledges that the company needs to protect such secrets & confidential information, covenants to hold any such information to any third party.

- The Employee represents that his performance of the terms of this agreement and his employment with the company does not and will not breach any agreement to keep in confidence information previously acquired by him in confidence from any third party. The Employee has not entered into, and agrees not to enter into, any agreement in conflict with this agreement or which in any way prohibits his performance of or restricts his ability to perform his obligations under this agreement. The Employee has not brought, and agrees he



will not bring, with him to the Company for use in his employment with the Company material or documents of a former employer or any other person or entity for whom he has provided services (paid or unpaid) that are not generally available to the public unless he has obtained express written authorization from the former employer or other person or entity for whom he has provided such services for their possession and use.

H. INTELLECTUAL PROPERTY

- ◆ Employee acknowledges that ownership of, and all right title, and interest in all the trademarks, trade names brand names, patents design, and their intellectual property rights in anything developed or created from time to time by for the company shall vest in the Company.
- ◆ Employee expressly agrees that all intellectual properties created by Employee for the Company shall by under a contract of service consideration of his employment with the Company, Employee hereby transfer and shall be deemed to have assigned to favor of the Company. All rights, title and interest in and to all the intellectual Properties, together with the right to sublicense or transfer any and all right assigned hereunder to third parties in perpetuity. Employee shall assist and cooperate with the Company in perfecting the Company's right in the intellectual Properties.
- ◆ Employee represents and warrants that he will keep all intellectual Properties created by Employee for the Company, in strict confidence and shall use the same only for the purpose of the business and benefit of the Company and for no other purpose, except with prior written consent of the Company.
- ◆ Employee further represents and warrants that all the intellectual Properties created by Employee for the company are original, and that Employee possesses all right necessary to effectuate the transfer of the rights as contemplated above.
- ◆ Employee shall forthwith communicate to the Company and transfer to it the exclusive benefit of all invention, improved processes of manufacture or development of software, secret material ,and any other discoveries which Employee may make or discover in the course of his association with the Company, relating to any trade or business of the Company and will give full information as to the exact mode of working and using the same and all such explanations and instruction to the officer and workmen of the company as may be necessary to enable them to wok effectively and will at the expense of the Company furnish it with all necessary plans, drawing and models.



I. ACCEPTANCE

In acceptance of this offer, please sign a copy of this offer letter and return it to us. This offer will be withdrawn if not accepted by 10th Sept 2023 or not able to join on or before 11th September. You have provisions to submit your acceptance through mail also and at later stage hard copy of this acceptance can be submitted either by person or by post.

It is Company policy that your employment is contingent upon receipt of the following:

1. **Verification of your Educational credentials.** (Submit your credentials)
2. **Proof of your previous employment and/or Release letter,** (submit your last employment letter and salary slip along with bank statement confirming the same.)
3. **"Green Report"/satisfactory feedback from any background checks that may be conducted by the Company**

We are confident that you will make substantial impact upon the future direction and success of our Company.

Should you have any questions, please do not hesitate to contact our office.

Your sincerely,

Damodar Motors India Pvt Ltd



Authorized Signatory

Akash
//Accepted//

DATE OF JOINING:

Personal Detail		
Employee Name		
Father's Name		
Date of Birth		
Blood group		
Emergency Contact No		
Designation		
11 th September 2023	Year: 2023	Monday

COMPENSATION:

Components	Annual/Monthly Amount
Salary	25000 PER MONTH IN HAND SALARY
CTC	ESI,PF,INSURANCE AND OTHER BENEFITS ARE EXTRA AS PER GOVT RULES
EMPLOYEE COMMITMENT	BE PROGRESSIVE, ETHICAL, HUMBLE, HONEST AND CLEAN AT YOUR WORKPLACE

BANK DETAILS:

Bank Name	
Account Holder Name	
IFSC Code	
Branch	
Account Number	



 For Damoder Motors India Pvt. Ltd.


 /ACCEPTED//