

Date:04/07/2024

Mr. Adarsh Jakhmola
Address- Gumaniwala, Haridwar, Uttarakhand

APPOINTMENT LETTER

Dear Rajeev Ranjan,

This has reference to the Offer letter dated **August 1, 2024** issued to you.

We are pleased to appoint you on probation as **“Research Assistant”**, on the following terms and conditions.

1. (i) If you are not an Indian citizen or India Permanent Resident, the issue of an employment visa or other requisite permit or approval to enable you to work for the Company in as required by Indian law;
- (ii) The provision by you of evidence satisfactory to the Company in verification of all data submitted by you in your application to the Company; and
2. You will be paid remuneration as per **Annexure I**
3. (i) The employer may terminate the employment by giving a minimum of 1 months' notice or 1 months' in lieu of notice to the employee. However, the employee has to give 1 months' notice or 1 months' salary in lieu of notice subject to its discretion, with or without conditions, agree to waive off this

notice period requirement of 1 months', either wholly or partly. The Company will not permit adjusting your leave towards notice period. However, it shall be open to the Company to waive of the notice period unilaterally and accept your notice of resignation.

(ii) The Company may terminate/suspend your services, at its discretion, at any time immediately upon written notice to you, if it has been alleged and prima facie established, through preliminary internal inquiry that you have committed (i) any heinous criminal act or any offense involving moral turpitude (the term “Moral Turpitude” includes crimes having an inherent quality of baseness, vileness, or depravity with respect to a person's duty to the society in general), (ii) sexual harassment (adjudicated guilty as per the Company's policy and local laws) or (iii) other act that threatens or is likely to damage Company's reputation

(iii) In case you leave your employment without giving requisite notice, no experience & relieving order will be issued, and settlement of dues will be at the discretion of the Management. The Management reserves the rights to deduct, as liquidated damage, an amount from his/her salary that may be due to you and if the same is not available or is insufficient then the management shall have the rights to recover such amount as found due from you in any manner deemed fit. You shall not avail any type of leave/benefits during the notice period, as active service during such period is mandatory.

(iv) If at any time in our opinion,

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which is final in this matter you are found non-performer or guilty of fraud, dishonest, disobedience, disorderly behavior, negligence, indiscipline, Integrity absence from duty without permission, drunk during office hours or any other conduct considered by us deterrent to our interest or of violation of one or more terms of this letter, your services may be terminated without notice and on account of reason of any of the acts or omission the company shall be entitled to recover the damages from you

4. Statutory deductions, if any, will be made from your salary as per the prevailing law of the country. However, for your income tax you shall be personally responsible for filing returns etc. The company will provide you the tax deductions certificate, if applicable at the end of each financial year.
5. In Case you are found absent up to 5 consecutive days, without any lawful permission of authorization, it shall be deemed by the management that you have abandoned the job of your own accord and your name shall be struck off from the muster rolls of the company.
6. On your joining, there will be on an induction program giving detailed perspective of the company, the mission of the company, the degree of discipline expected of you, nature of work to be performed by you, procedure for reporting to work, procedure for taking leave, etc.

7. You will observe the timings and weekly holidays applicable to you at your place of posting/ department. The Company may at its discretion change your working hour's shifts and duty timings necessary for the smooth functioning of our services. The organization shall have the right to transfer you from one department to another or to any branch of the organization situated anywhere in India whether existing or subsequently opened.
8. Please note that Email ID Email ID being allotted to you. The password for the same will be conveyed in person. You are bound to not share the same with anyone. All Official Communication will be done through the above-mentioned Email ID. Also note that your Employee ID will be **Emp Code**
9. You will not accept any present, commission or any sort of gratification in cash or kind from any person, party or firm or company having dealt with the company and if you are offered any, you should in all means of honesty, report the same to the management on priority.
10. You will be entitled to the company leave rules & employee benefits as per the company policies & in all matters including those not specifically covered in this letter the General Services Rules, regulations and administration order issued by the management from time to time, will govern you.
11. During the course of employment with the Company, you will not engage in any trade, business or undertake any employment – full time or part time, honorary or in any other

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capacity without written approval of senior management. Your appointment is liable to be terminated with immediate effect if the management obtains evidence of your part time employment / transaction of business anywhere, without the necessary permissions.

12. You shall not, during the continuance of this employment or thereafter, disclose divulge or communicate to any interested or other persons any information, regarding the company's work or any detail pertaining to confidentiality.

13. The Company may, depending on exigencies of work, transfer you from one location to another or from one department to another department in the same organization or from one section to another section now existing or that may be established in future, wherever located. The Company reserves the right to transfer you from one city to another depending on exigencies of work. On transfer, you will be governed by such Rules and Conditions of service as are applicable to other employees of your category at the said location. Further, you will not be eligible for any extra remuneration on account of such transfer.

14. The Company may allot to you any other work other than your usual work. You shall carry out such other work also notwithstanding that the alternate work may be one performed by your subordinate or superiors as the case may be.

15. The Company shall have the right to lay you off for any of the reasons stated under the Industrial Disputes Act, 1947. During the period of lay-off, you will be paid 50% of the last drawn basic wages and 50% of the last drawn dearness allowance as lay-off compensation. Other than this, you will not be eligible to any other allowances.

16. Confidentiality

(i) Remuneration: You shall at all times keep the details of your salary and employment benefits at the Company strictly confidential, and shall not disclose such details to any other person within/ outside the Company.

(ii) Use of Company's name: You shall use the Company's name, logo, trademark or other identifiers strictly in the manner permitted by the Company's policies, or for the purposes of provision of services delegated to you to the extent required. Upon termination of your employment with the Company, you shall not use the Company's name, logo, trademark or other identifiers in any manner other than what is already a matter of public knowledge, provided however, you will not be in breach of this clause if you make reference to the Company's name solely to describe your former association with the Company subject to the confidentiality obligations which the Company might have undertaken in relation to

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any of its clients, vendors or other Company's personnel.

(iii) Information: You shall always maintain the highest degree of confidentiality with respect to the records, documents and other Confidential Information relating to the business of the Company which may be known to you or confided in you by the Company, its representatives, authorised personnel, vendors, sub-contractors, clients, etc., by any means and you will use such records, documents and information only in a duly authorised manner in the interest of the Company. For the purposes of this clause, 'Confidential information' means information about the Company's business and that of its customers, sub-contractors, business partners or agents which is not available to the general public and which may be learnt by you in the course of your employment. This includes, but is not limited to, information relating to the Company, its customer lists, employment policies, personnel, and information about the Company's products, processes including ideas, concepts, projections, technology, manuals, drawings, designs, specifications, sales pitches, fees quotes, tender information, key personnel, customer contacts, thought leadership papers, resumes, records and other documents containing such confidential information, whether such information was disclosed to or accessed by you prior to or after the date hereof. You shall at all times, whether during or after the termination of your employment, act with utmost fidelity and not disclose or divulge confidential information to

any third party or make use of any such information for your own benefit.

(iv) At no time will you remove any confidential information from the Company's offices without the permission of your reporting manager save and except for the purposes of performing the duties assigned to you in your capacity as an employee of the Company. Upon termination of your employment with the Company, or otherwise upon the Company's request, you will immediately surrender to the Company all files, books, magazines, reports, documents, manuals, audio and video tapes, discs, any knowledge databases entrusted to you, and any other data, information or material containing or reflecting Confidential Information. If the Company requests, you shall also confirm in writing to the Company that you have complied with this clause.


(v) Your duty to safeguard and not disclose, share or publish confidential information will survive the expiration or termination of this Agreement and/or your employment with the Company.

17. Non-Compete

(i) You represent and warrant to the Company that you are under no contractual, fiduciary, professional or other obligation or

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commitment that prevents you from entering into this agreement, or is otherwise inconsistent with your obligations under this agreement if you were previously employed with another organization, you represent and warrant to us that you have returned all property and confidential information belonging to any prior employer and do not have any outstanding issues/ unfulfilled employment obligation pending with your previous employer having legal ramifications/ consequences for you or for us.

- (ii) During your employment with the Company, you will devote your whole time, attention and skill for its business and you shall not, except with the written permission of the Company, engage directly or indirectly in any other business, profession, occupation or other commercial activity, whether as a principal, agent, contractor, consultant or otherwise, whether full-time or part-time.
- (iii) You hereby agree not to directly or indirectly compete with the business of the Company and its successors and assigns during the term of the agreement and for a period of one years following the expiration or termination of this agreement and notwithstanding the cause or reason for termination.
- (iv) You will have to seek prior permission from the Company for any employment with a client of the Company or any other organization working with a client of the Company, whose assignment you have worked on directly.

- (v) Subsequent to your separation from the Company, for a period of twelve months, you will not without the consent of the Company take up any job or assignment, either full time or otherwise, directly or indirectly for or on behalf of any other organization working with a client of the Company, whose assignment you have worked on in the twelve months immediately preceding your separation from the Company.

18. Personal Data

- (i) During the course of your employment with the Company, you may provide the Company with confidential data or information that can be linked to you personally, or otherwise personally identifies you, including but not limited to your financial information, email address, addresses, telephone numbers, shareholdings, physiological and/or mental health information, and medical records and history (your personal data). You acknowledge that the Company may collect, use, transfer, store or otherwise process (Process) such Personal Data as required as per the Company's policies, to facilitate the conduct of the Company's business, to conduct background checks, check conflicts or maintain independence, finance and accounting purposes or for quality and risk management purposes. The Company will process your personal data in accordance with applicable law and professional obligations and shall ensure that any service provider who processes personal data on our behalf adheres to such requirements.
- (ii) You hereby consent to the processing of your personal data in the manner described above,

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whether by the Company or any service provider on the Company's behalf.

19. Miscellaneous

The following annexure form an integral part of this Agreement:

Annexure A — Illustrative compensation break-up

(i) Additional Documents: You may also be required to execute additional documents, declarations and/or deeds as (i) per the Company's policy as may apply to you / your nature of services as well as (ii) per any requirement of law of the jurisdiction where you might be required to work as a part of your employment with us, depending upon your job requirements and/or (iii) per the requirement of any professional, industry or other regulatory body and/or (iv) to meet any specific client request and/or (v) per the Company's exclusive discretion.

(ii) Conditions precedent: This appointment is valid subject to (a) your being medically fit, (b) your furnishing at the time of joining, documents in proof of you're having been relieved by your present employer, and (c) our receiving satisfactory references on your background.

(iii) Governing law and dispute resolution:
This Agreement, including all matters relating to

its validity, construction, performance and enforcement, shall be governed by and construed in accordance with Indian law. In case of any dispute in relation to this Agreement the decision of the Management of the Company shall be final and binding.

(iv) You will disclose any directorships, trusteeships or other personal appointments held by you. You will consult and inform the Company's Risk Management team of appointments and will immediately surrender any prohibited position as advised by them.

24. This offer of employment is made on the basis of information given by you in the application. If at any time it is found that any of the information given by you is false or incorrect, the company shall have the right to terminate your service only on that ground.

25. On your ceasing to be in the services of the Company, you will return to the Company all papers, documents, instruments etc., which may at that time be in your possession relating to the organization.

26. If you fail to return all Company property to the Company, this will be considered a failure to complete the procedures for the handover of work, which will delay the payment of severance, if any.

27. You shall use the equipment's, machinery and any other devices with utmost care and you will be responsible for good housekeeping of

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- your workplace.
28. You will be retired from the services of this company on attaining the age of 60 years and shall stake no claim to continue in the service of this company thereafter.
29. You have furnished your address as under:
- i) Permanent Address:
 - ii) Temporary Address:
30. You are required to inform us in writing any change in above addresses & Contact numbers within 10 days of such change.
31. Any communication sent to the address last furnished by you shall be deemed to be sufficient communication even if returned by the postal authorities for any reason whatsoever. In the event of any of the communication being returned by the postal authorities, the company will put up a copy of the communication on the notice board of the Company, and when so put up; the notice shall be deemed to have been communicated to you.
32. The Company shall have the right to order you to undergo medical test at any time during your service to determine your physical and mental fitness. In the event of your being found physically or mentally unfit for the work for which you are employed, the company shall have the right to terminate your service based on the said report. For such termination, it is not necessary to hold any enquiry.
33. Your employment with us is subject to your being found medically fit by the company's doctor or any other medical practitioner duly authorized by the company.
34. In case the medical tests or examinations reveal that you are suffering from any contagious or other diseases which are harmful for other employees in the organization or which come in the way of your or others normal working in the organization, the company reserves the right to discharge your services without any notice or compensation. If you fail to submit yourself for medical examination and or tests, presumption would be drawn that you are suffering from contagious or harmful disease and the same shall be sufficient ground to discharge you from service.
35. You will receive all the letters, notices etc. sought to be delivered to you personally by the company from time to time. In case of refusal to receive such notices, letters or circulars, a copy of the same will be posted on the company's notice board and / or the same will be sent by registered post or by certificate of posting to your last known address recorded with the company and this will be deemed as sufficient notice.
36. This offer is being made to you based on the precinct that there are no police/ criminal records against you. However, in the event of any such instance /activity coming / being brought to the notice of the management, the management shall have the sole discretion to

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terminate your training without any notice/
without assigning any reasons whatsoever.

37. Company policies and service rules which may apply to your employment can be accessed at HR department periodically. It is acknowledged by you that as a condition of your continued employment, you will comply in every respect with aforementioned Company policies and service rules as may be in effect from time to time.

38. This employment is being offered to you on the understanding that all the information furnished by you both at the time of interview as well as in your application is complete and correct. If, however, the company comes to know during your stay with us that you have intentionally withheld certain information or that the information provided by you are false and / or not correct or incomplete, the company reserves the right to discharge your services without enquiring, without notice and / or without any compensation.

39. Institute of Heart Lungs Diseases Research Center is committed to creating and maintaining a secure work environment where its employees can pursue business in an atmosphere free from intimidation, exploitation and harassment caused by acts of Sexual Harassment within but not limited to the office premises and other locations directly related to the Company's business. In view of this, Institute of Heart Lungs Diseases Research Center is governed by the "The Sexual Harassment of Women at Workplace (Prevention, Prohibition and

Redressal) Act 2013" and any violation in this regard will be tried under this Act. You are expected to read through the Act carefully to acquaint oneself with the guidelines of the act thereof

Please sign and return the duplicate copy of this letter as a token of your acceptance of the above terms and condition and advise us of your date of joining.

The Management takes this opportunity to welcome you to the company and look forward to a long and happy association with you.


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Thanking you,

With best wishes,

Institute of Heart Lungs Diseases Research Center

Head - Human Resources

ACCEPTANCE

I have gone through the terms of appointment stated above and understood the same. I hereby accept these terms of appointment and agree to abide by the same. I also agree to be bound by the service rules and policies as applicable to me and which may be modified from time to time.

Place: Haridwar, Uttarakhand

Date:


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ANNEXURE 1

Emp. Name- Adarsh Jakhmola
Date of Joining- 01 August 2024
In Hand salary- Rs. 23,000 / P.M

Institute of Heart Lungs Diseases Research Center



Mr. Sachin Kumar
Head – Human Resources

Note:

1. Your Salary is strictly confidential, and you should not disclose it to anyone without prior permission of the company in writing
 2. All tax implications arising as part of your salary structure shall be borne by you.
-

I, hereby, agree to abide by the terms and conditions of this Appointment Letter.

Signature of the Employee



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