



M/S Avlokya India Pvt. Ltd.

GST IN: 05AAVCA9852C1ZD

CIN No.: U74999UR2021PTC013104 | PAN No.: AAVCA9852C | TAN No.: MRTA16134G

Regd. Office Address: 2nd Floor, Commercial Building, Situated Opposite ITI Niranjanpur (Adjacent to Bridcul building), Dehradun-248001- Uttarakhand- India

Email : avlokyaindia@gmail.com, Ph: +91- 9528339084

AIPL/SGRR/2024-25/1685

Appointment Letter

Mr Rajat Verma

Mr Munna Lal Verma

R/O: Deshwala, Doiwala, Dehradun UTTARAKHAND

Mobile: 9368726127

We are pleased to offer you an appointment as "O.T Technician" Department is "OPERATION THEATRE" in "SGRRIMHS,SMIH and SGRRU" (one of our client M/S Avlokya India Pvt. Ltd.) Dehradun on a mutually agreed Gross Salary: ₹. 14023.00/- w.e.f: 13-Jun-2024

TERMS & CONDITIONS OF APPOINTMENTS

- Emoluments and Taxes:** You shall be solely responsible for paying any taxes direct or indirect, state, or local whether payable in India or elsewhere which may result your remuneration. The Management shall be entitled to deduct from your salary, income tax, other taxes, and levies liable to be deducted at source. Annual increment will be done as per SGRRIMHS,SMIH and SGRRU (work place) for your job role, duties, and place of work.
- Probation Period:** Your appointment is on probation for one year with effect from the date of your joining. During your probation period your performance, integrity, conduct and commitment will be thoroughly evaluated before confirmation to regular services. During the period of probation, your services are liable for termination at any time without any reason. Immediately after serving the notice. However, in case of resignation, you may relinquish the service on **Three months'** notice or on payment of salary in lieu thereof. During the period of notice from either side you will not be eligible for leave. After one year your probation period will automatically end if you do not get any official letter regarding continuing of your probation period.
- Restrictive Covenant:** You acknowledge that the duties to the SGRRIMHS,SMIH and SGRRU (work place) are of a special nature and character, which has a unique value, the loss of which cannot adequately be compensated by damages in an action at law. In view of the unique value to the organization of your roles and responsibilities,

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Dehradun, Uttarakhand



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correspondence, specifications, books, documents, literature, drawing, effects, or records etc., belonging to the organization. The conditions for separation are as follows:

- a. If you remain absent unauthorized for a period exceeding 15 (fifteen) days consecutive working days or remain absent, unauthorized, for a period of 15(fifteen) days consecutive working days beyond the period of leave originally granted or subsequently extended, the organization may at any time thereafter at its discretion may terminate your services and take suitable action under the service and take suitable action under the service rules as per organization policy.
 - b. Upon the Termination/ask to leave of your employment or resignation, you will return all your belongings, papers, and documents of the organization which may at that time be in your possession relating to the business or affairs of the organization, or any of its associates and you will not retain any copies of extract thereof. You will also return any property of the organization in your possession.
 - c. If after leaving the job with any reason (Absconding/Termination/left etc.) you do not submit F&F to the AIPL H.R Office within 03 Months, your Gross salary amount will be retained with AIPL to meet the overhead expenditure incurred on you during the course of your service in **AVLOKYA INDIA PVT LTD.**
17. **Attendance:** It will be mandatory for you to go by the Biometric attendance system for punching in and out time. In event of your failure to compliance with the same you will be liable to proportionate deduction from your earnings and/or due disciplinary action. If you are absent for more than 15 days without giving any prior information to the competent authority, your services shall be automatically terminated, without giving any prior notice and all other benefits will be forfeited.
18. **Seeking Employment Elsewhere:** You will have to forward your application through proper channel. If at any it comes to notice of the management that you have applied for a job elsewhere directly, without getting prior permission from any of the higher authorities, your services are liable to be terminated without any notice or Gross salary in lieu thereof and also no experience certificate will be issued.
19. **Service Rules:** In addition to oral/written instructions, office orders, you will be governed by the service rules of the organization. The organization has absolute power to add, delete or modify any or all the service conditions, which shall be final and binding.
20. **Discipline:** During course of your employment, you are required to maintain confidentiality, discipline and organizational harmony and will also not be participating

and the proprietary information or the information to be obtained by or disclosed to you by the organization shall not be disclosed. You hereby covenant to agree to the provisions set forth here in this paragraph. You shall return to the organization such data/information/materials upon the termination of the engagement letter or at the request of the employer at any time during the term of this engagement letter. Your full and final settlement shall be subject to compliance with the content of this clause.

4. **Confidentiality and Non-Disclosure:** You shall not disclose any confidential information which shall mean and include without limitation, all information in whatever form, tangible or intangible, whether disclosed to or learned by Employee, pertaining in any manner to the business of the employer or the employer's affiliates, subsidiaries, consultants or business associates, whether in written, oral, encoded, graphic, magnetic, electronic or in any other tangible or intangible form, or otherwise disclosed by the employer to Employee for the purpose of carrying out the scope of work, except for the following:
 - a. Any information which is generally available to the public other than as a result of breach of the obligation contained herein.
 - b. Any information that the employer consents to be distributed or disclosed.
 - c. It is required by Law or the rules of any applicable regulatory authority, to be disclosed.
5. **Non-Dual Employment:** This appointment is of full time. You shall not be entitled for private practice while working with us. Neither can you engage in any other part time employment nor can you be employed for full time at any other organization. The employment provides for no opportunity to engage in any other service at any other organization, whatsoever.
6. **Transfer:** ~~It is understood that while working with the M/S Avlokya India Private Limited wherein you have been employed on our payroll with the any of our party you~~ may be transferred to any other place of work within or outside the Dehradun such as Pauri.
7. **Duties and Responsibilities:** You will have the responsibility for efficient, satisfactory, and economical operations in the area of responsibility that may be assigned to you from time to time by the organization/ work place. You will act within framework of organizational structure, policies and directions laid down by the organization from time to time. Your role and responsibilities will be described as per

the policies of SGRRIM & HR and SMIH. You shall wear designated uniform during your duty hour's else appropriate disciplinary action may be taken against you. In case of any disaster/ catastrophe, you will give your bona fide services in accordance with the organization's decision.

8. **Security Deposit:** a) For all employees who are offered Gross Salary less than ₹15000/- & above ₹50,000/-, ₹5000/- shall be deducted from their Gross salary in equal installment in 10 months.
b) For all employees who are offered Gross salary ₹15000/- to ₹50,000/-, one-month Gross salary shall be deducted from their Gross salary in equal installment in 12 months.
c) Security deposited shall be paid at the time retirement / leaving the job/ resignation after deduction of liabilities on the part of employee. Refundable security amount in case of resignation can be claimed only after two years of services in AIPL.
9. **Right of the Management:** The management of the Company reserves the right to terminate your services any time without assigning any reason.
10. **Bank Account:** You will be paid your Gross salary on monthly basis. To facilitate the credit of your Gross salary, it is mandatory that you have a Bank Account with any bank or HDFC Bank, as early as possible and to provide your account number to the Finance Manager/Account Section.
11. **Change of Address:** In case of any change in the address during the course of your employment, it is mandatory that you intimate the same to the management at your earliest.
12. **Duty Timings:** You will be required to work for at least eight hours a day and no request for relaxation in duty hour shall be entertained under any circumstances, what so ever. This will not be applicable on those days, when you required work in shifts.
13. **Documents:** You shall deposit a photo copy set of your educational and experiences certificates in the office of the undersigned at the time of your joining if required based on your curriculum vitae and job requirement.
14. **Leaves and Benefits:** You are entitled to leaves as per the service rules of the organization.
15. **Superannuation:** Staff member would retire on the last day of the month when he/she has attained the age of 58 years.
16. **Separation:** Upon separation you will immediately give up to the organization all

24. **Dispute Resolution:**

- a. In the case of any dispute or differences or claim, arising out of, or in connection with, or relating to, this Agreement or in the interpretation of any provisions of this Agreement, or the breach, termination, or invalidity hereof (a "Dispute"), the Parties shall attempt to first resolve such Dispute or claim through discussions. The Parties agree that if the Dispute cannot be resolved by mutual consent the following resolution procedure shall be used to settle the matter.
- b. If the Dispute cannot be settled within thirty (30) days by mutual discussions, the dispute shall be referred to a sole arbitrator to be mutually agreed upon by both the parties.
- c. All arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 (as may be amended from time to time). All pertinent evidence on the subject matter in dispute shall be made available to the arbitrators and each Party shall have the right to present both orally and in writing its arguments and views on the dispute.
- d. The seat of arbitration shall be Dehradun. The arbitration proceedings shall be conducted in English. Any award made in such arbitration will be final and binding on the Parties. During pendency of any arbitration proceedings, performance of the obligation of both the parties and all other obligations under this Agreement shall continue uninterrupted by the Parties. The cost, charges and expenses of the mediation and arbitration shall be equally borne by both the parties.

I have read the terms and conditions of this letter of appointment and confirm my acceptance of the same.

Name	Mr Mr Rajat Verma
Designation	Mr. Munna Lal Verma
Category	Skilled
Institution/ Work place	SGRRIM, HS and SMIH

Date 13-Jun-2024

Sign Employee:

Authorized Signatory

Avlokya India Pvt. Ltd.
HR
Avlokya India Pvt. Ltd.
HR-Department

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Swami Rama Himalayan University
Dehradun (Uttarakhand)