

Ref: PIPL/Appointment/2022/800100

Date: 15.02.2022

**Mr. Durgesh Kumar,**  
H.No.973, Satteshwar,  
Distt- Auriya, UP-206122

**Subject: Appointment Letter**

Dear Mr. Durgesh Kumar,

With reference to your application dated 09.02.2022 and subsequent interview in connection with your appointment as a "Engineer (L-2) – QA" at our **Daslana plant** with effect from **15.02.2022**, we have the pleasure to offer you the post mentioned above on the following terms and conditions:

1. Your annual compensation package (Salary, Allowance and all other variable components) will be, as detailed on Annexure-A enclosed herewith.
2. You will be on probation for a period of six months from the date of joining. The said period of probation will be liable to be extended for a further period of 6 months at the sole discretion of the Management depending on the assessment of your overall performance. Unless confirmed in writing, you will continue to be on probation.
3. During the probation period, your services may be terminated without any notice and without assigning any reason.
4. On confirmation, your services will be liable to be terminated on two-month notice or salary in lieu of notice except for dismissal, discharge or termination for misconduct when you will not be entitled to any such notice or salary in lieu thereof.
5. The other terms and conditions governing your employment with us have been detailed on Annexure B enclosed herewith.

Please sign duplicate copy of this letter as well as all enclosures in token of you having accepted our offer, return the same to our HRD office for records.

With best wishes,

For Polyplastics Industries India Pvt. Ltd.



**Ravinder Pandita**  
**Associate Vice President**

Encl:-  
Annexure – A, and  
Annexure -- B

## **TERMS AND CONDITIONS OF EMPLOYMENT**

**Annexure B**

### **1.0 EMPLOYMENT AGREEMENT**

#### **1.1 Code of Conduct:-**

- 1.11 That during the period of your employment, you will work honestly, faithfully, diligently and efficiently for the growth of company.
- 1.12 That you shall not receive / accept any present, commission or any sort of gratification or benefit in cash or kind from any person, party or company having dealing with this company and if you are offered any such thing, you shall immediately report the same to the company in writing.

#### **1.2 Secrecy:-**

- 1.21 That you are expected to maintain utmost secrecy with regard to the affairs of the company and shall keep confidential any information, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronics data processing application, routines, sub-routines, techniques or systems, or information concerning the business or financial affairs, methods of operation or proposed methods of operation, accounts, transactions, proposed transactions, security procedures, trade secrets, know-how, or inventions of Polyplastics or its affiliate, or any client, agent, contractor or vendor.
- 1.22 That you will not disclose the identities and other related information of any of its clients , neither divulge any fact, information, trade secrets, working details etc. with regard to the company business and affairs to an outsider or any un-authorized person whether during or after the course of your employment .
- 1.23 That you will not join any other such company which is manufacturing similar component as are being manufactured by M/s. Polyplastics Industries India Pvt. Ltd. or its affiliates, i.e. Automotive Electroplated or Decorative plastic parts, Plastic Wheel covers; Hub caps, IMD & Kromax etc., for a minimum period of 2 (Two) years starting from your last working day here, in the event of your leaving services of this organization for whatsoever reason that may be. However, this clause will not be applicable if your services are terminated by the company.
- 1.24 That Breach of provisions of this clause shall be treated as a gross conduct violation and this organization reserves the right to invoke legal remedies for recovery of losses that may occur due to the conduct violation in respect of clause 1.23 mentioned above and immediate termination of the employment without any notice in case of breach of clause 1.21 and 1.22 mentioned above.

#### **1.3 Conflict of interest: -**

- 1.31 That your position with the company calls for whole time employment and you will devote yourself exclusively to the business of the company. You shall not engage yourself directly or indirectly in any business or vocation or other employment for remuneration (part time or otherwise) or work on advisory capacity or be interested directly or indirectly in any other trade or business, during your employment with the company, without written permission.

*Durgesh Kumar*  
(Durgesh Kumar)  
Contd.....2

## **2.0 Assignments/ Transfers/ Deputation:**

- 2.1 That your services are liable to be transferred to any of its group concerns, associate companies, subsidiaries or any department / assignments anywhere in India. In the event of disobedience of the transfer orders and your failure to report at the location where your services have been transferred by the stipulated date and time, your act will be considered as an offence and abandonment of your employment with us / dismissal from the service of the company/factory/office in which you were transferred.
- 2.2 That even though you have been engaged for a specific position, the company reserves the right to send you on training / deputation / secondment / transfer / assignments to sister concerns, associate companies, clients' locations or third parties whether in India or abroad. In such case, the terms and conditions of employment applicable at the new assignment/Location will govern you.
- 2.3 However, If an employee leaves the company before six Months from the date of imparting any kind of training (external or internal) provided by the company which has incurred a cost, then the company holds the right to recover the cost so incurred from the employee.

## **3.0 Termination of Employment:**

- 3.1 That either party can terminate this employment by serving a notice of 60 days in writing on the other party. The associate will work for the complete duration of the notice period enabling the company to make alternate arrangement for his work assignments. However, if approved by the company, the associate may surrender earned leaves for part of the notice period and / or pay salary in lieu of the remaining days of the notice period. Management decision will be final and binding on the employee.
- 3.2 That un-authorized absence or absence without permission from duty for a continuous period of 10 days would make you lose your lien on employment. In such case your employment shall automatically come to an end without any notice of termination and company reserves the right to recover 60 days' notice pay from you.
- 3.3 That your employment with the company will be governed by company's laid down Code of Conduct and if there is any breach of the same or non-performance of contractual obligation or the terms and conditions laid down in this agreement, your service could be terminated without any notice notwithstanding any other terms and conditions stipulated herein. The company further reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interests.
- 3.4 That reference check will be made from your previous employers. In case there is any adverse report against you, which may be detrimental to the interests of the company, or if the information furnished by you is found to be incorrect or false, then the company reserves the right to terminate your services forthwith (notwithstanding any other provisions) on the grounds of misrepresentation of facts.

*Durgesh Kumar*

(Durgesh Kumar)

Contd.....3

#### **4.0 Statement of Facts:**

- 4.1 That It must be specifically understood that this offer is made based on your proficiency on Technical/Professional skills that you have declared to possess as per your application, and on the ability to handle any assignment / job independently anywhere in India or overseas. In case, at a later date, any of your statements / particulars furnished are found to be false or misleading, or your performance is not up to the mark or falls short of the minimum standards set by the company, the company shall have the right to terminate your services forthwith without giving any notice, notwithstanding any other terms and conditions stipulated herein.

#### **5.0 Intellectual Property Rights:**

- 5.1 That all intellectual property rights, including but not limited to Patents, Copyrights, Designs, Trade marks and Semiconductor chips developed by you during office time or using the company infrastructure, or while performing or discharging official duties, shall be the sole and exclusive property of the Company and the same shall be deemed to be "work made for hire". You shall execute/sign such documents for the purpose of assigning such intellectual property, as and when required by the Company. The Company reserves the right to proceed legally against you and recover damages, where any such intellectual property is sought to be protected by you independently of the Company.

#### **6.0 Restraints:**

##### **6.1 Security**

- 6.11. That Security is an important aspect of our communication and office infrastructure. Those of you wish to work late or early hours are requested to produce their identity cards to the Security personnel on demand. If there is a need to take some of the equipment / infrastructure out of the office premises for any reason, the associate shall obtain the gate pass from the security staff after the authorization from the mentor.
- 6.12 The communication security is maintained by controlling physical access to computer system, disabling all workstation floppy disk drives and a company-wide awareness about the need for protection of intellectual property and sensitive customer information. For some projects, the company uses sophisticated data encryption devices. Your worktable and storage space is lockable. Please ensure they are locked when unattended. Duplicate keys are maintained with security. One can take duplicate key after signing for it for one's own or team member's table or storage.

##### **6.2 Passwords**

- 6.21 Access to our network, development environment and MS-Exchange is through individual's password. For security reasons it is essential to maintain confidentiality of the same. If the password is forgotten, the Networking & Communication Group will reset and allow you to use a new password.

*Durgesh Kumar*  
(Durgesh Kumar)  
Contd.....4