



## Genius Consultants Ltd.

### Office:

504, 5th, Renaissance Business Centre, 12/14/A, Pune,  
Pune, Maharashtra, 411001

Ph. :020-6640 1306

Email : enquiry@geniusconsultant.com

Web. : www.geniusconsultant.com

Date: 08 Jan 2024

DHRUPESH RAMDAS DAPE

Employee ID: AEMP900796200002

### APPOINTMENT LETTER

Dear DHRUPESH RAMDAS DAPE,

With reference to your application and subsequent interview with us, the management is pleased to offer you a temporary contractual assignment as ASSOCIATE. Please note that the agreement terms contained in this letter are subject to Company policy.

#### 1. JOINING

- Your date of joining is effective from **08 Jan 2024**.
- That your agreement will be further subject to the verification of your credentials, testimonials and other particulars mentioned by you in your application at the time of your joining.
- That this contractual agreement will automatically come to an end with the closing hours **07 Jan 2025**.
- That the company being engaged in the business of outsourcing manpower services, you will be detailed and deputed at our client **MINDA CORPORATION LTD, PUNE** as intimated earlier, to discharge your duties/services.
- That your agreement will be further subject to the verification of your credentials, testimonials and other particulars mentioned by you in your application at the time of your joining.
- That the company shall have absolute right and discretion to shift and / or transfer you from one Location and / or Office / Premises to another.
- That you will continue in the assignment subject to your medical fitness.
- You will be required to submit within seven days of joining duly filled up PF, ESI, and Bank forms provided to you along with photographs and a medical fitness certificate wherever applicable. Failing to do so may result in delay in processing your statutes and GENIUS will not be responsible in any way for such delay.

#### 2. AMOUNT PAYABLE & OTHER BENEFITS

**GROSS AMOUNT will be payable as per attached Annexure-A**

- You will be eligible for PF, ESI as per Statutory Norms.
- Your salary would be Transferred to your Bank A/C opened by us, However till such time the bank A/C is opened your salary.
- Would be paid to you via an Account Payee Cheque in your name.
- **You Can View Your Monthly Pay slips And Other Details From Our Site:**

<http://www.geniusconsultant.com/AEMLogin.aspx>

#### 3. RESPONSIBILITIES

- You will discharge your duties diligently and faithfully and to the entire satisfaction of the clients.
- You shall at all times maintain absolute integrity and devotion to duty and conduct yourself in a manner conducive to the best interest, credit and prestige of the Company.
- You shall not, at any time, work against the interests of the Management and do anything, which is unbecoming of an outsourced person.
- You shall at all times devote your time and attention exclusively to the business and interests of the Company and to the best of your skill carry out your duties and shall punctually attend to your duties at the place(s) where you are asked to serve.
- You shall not directly or indirectly engage yourself in any other profession, or business or enter the services of or be employed for any part of your time by any other person whatsoever without the written permission of the management.
- That no right, much less a legal right, shall vest in you to claim employment or otherwise seek absorption in the establishment where you are deputed to provide services by the company nor shall you have the right whatsoever to claim the benefit and / or emoluments that may be permissible or paid to the employees of the said Client.

#### 4. CONFLICTS OF INTEREST

- That you shall at all times diligently and faithfully serve the company and shall devote your whole time and attention exclusively to the business and interests of the company and to the best of your skill carry out your duties and shall punctually attend to your duties at the place(s) where you are asked to serve.
- You shall not directly or indirectly engage yourself in any other profession, studies or business or enter the services of or be employed for any part of your time by any other person whatsoever without the written permission of the management. You shall hold yourself in readiness to perform any duties required of you by your superiors to the best of your ability. Any breach of this order shall be punishable in accordance with your ability. Any breach of this order shall be punishable in accordance with your terms.



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## 5. CONFIDENTIALITY

- In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the confidentiality policy of the Company.
- That during the continuance of your term or six months thereafter, you shall not at any time, without the consent of the Client in writing, divulge, or make known any trust, accounts, matter or transaction undertaken or handled by the Client and shall not disclose to any person, firm or company such secrets or confidential information relating to the affairs of the Client.
- **CONFIDENTIALITY CLAUSE:**
- You recognize that you are being hired in a position of trust and confidence with Client Company and that Client Company needs to protect the Confidential Information relating to its business. Confidential Information shall inter- alia include the trade secrets, computer data, software programs related to products, development programs, technology, patents, designs (3D data, 2D Drawings, Hardware Designs, Software Programs etc), product costing and related financial information and other intellectual properties, potential acquisition targets, and other information integral to the success of the Client Company.
- You should be fully aware of the sensitive nature of Client Company's information and should not divulge to any person, except with the specific authority of the Management, any information regarding the Company's operations or that of any of its clients.
- No documents or stationery or any other material of confidential nature should be handed over to any person without the specific written approval of the Management. All documents personally handed over would be entered in the dispatch register prior to handing over the same.
- Upon cessation of employment you shall promptly surrender to Client Company all information & data in any form. You shall not retain any copies thereof whatsoever and shall have no lien/charge on any information or material belonging to the Client Company and the Client Company shall have the right to recover possession in accordance with the applicable laws. Further, you will furnish a written confirmation to the Client Company stating that all confidential information and other materials has been surrendered to Client Company, which should be counter signed by the person to whom the same has been surrendered/handed-over.
- You will provide your full co-operation and will assist Client Company at the Company's expense during the employment and even after cessation of the employment to obtain and enforce for the benefit of Client Company any patents, copyrights in any country for all inventions made by you or any other employee of the Client Company for which your assistance and co-operation is desirable. You will execute all applications, assignments, instruments, NOC and papers and perform all such acts which Client Company may deem necessary or desirable in this regard. In the event of the cessation of employment, you for a period of 3 years from the date of such an event, shall not, directly or indirectly, whether by himself or with others, engage, either personally or as an employee, associate, partner, manager, agent, advisor, consultant (or in any other capacity whatsoever) of any person, firm or body corporate who may be engaged in or proposing or wanting to engage in or cause to engage in the PROJECT/S INVENTION for which he was employed with the Employer.
- **PROHIBITION TO USE UNLICENSED SOFTWARE'S:**
- You will ensure that no additional software's /unlicensed software's other
- Than those provided by the Client Company would be loaded in the desktop / laptop / work station provided by the company. If you upload or install any software without the approval of the Client Company and should there be a default due to such unauthorized uploading / installation of such software, the onus of such default shall lie solely and squarely lie on you. Further, for such unauthorized uploading / installation you will make yourself liable for strict disciplinary action and all legal actions arising from this issue.

## 6. NON-DISCLOSURE AGREEMENT

- You will not make copies of any Confidential Information or any part without the permission of Genius Consultants Ltd. in writing.
- You will not disclose any Confidential Information or any part to others for any purpose without written consent of Genius Consultants Ltd.
- You will return Confidential Information and any copies thereof to Genius Consultants Ltd at the time of termination of your contractual employment.
- Notwithstanding the foregoing, you may disclose Confidential Information to the extent that such disclosure is required by law or court order, provided, however, that you obtain prior written permission for such disclosure from Genius Consultants Ltd. and take reasonable precautions in obtaining an order protecting the Confidential Information from public disclosure.
- Any breach of this Agreement may cause Genius Consultants Ltd. substantial, irreparable and irrevocable damage and therefore, in the event of such breach, Genius Consultants Ltd. shall be entitled to specific performance and other injunctive relief, in addition to such other remedies as may be afforded by applicable law
- **Any violation of these norms of behaviors shall constitute a misconduct for which the Management shall be competent to take disciplinary action against you. The disciplinary proceedings will be taken against you as per Disciplinary Rules and Law in this behalf.**

## 7. INDEMNITY

That you shall indemnify, defend and hold harmless the company and its officers, directors, clients and agents from and against any and all liabilities, claims, obligations, costs, expenses, arising before and after completion of Services, which result from, arise in connection with or are in any way to claims by third parties arising out of or in connection with your activities during the tenure of Services with the company.

## 8. GENERAL

It may clearly be understood that this understanding of assignment and compensation with you will automatically become null and void in case of the services rendered being terminated by the client of Genius due to unforeseen/business reasons, since Genius is in the business of outsourcing.



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**9. NOTICE PERIOD**

This agreement contract is terminable, without reasons, by either party giving 30 days notice during the outsourced period. The Management reserve right to pay or recover compensation in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem prior to the expiry of the notice period.

If you are agreeable to the aforesaid terms and conditions, please return the duplicate copy of this letter with your signature thereon, signify acceptance thereof.

We sincerely hope that your close collaboration with our organization will be beneficial to both of us.

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ANNEXURE-A		
MINDA CORPORATION LTD		
Name	DHRUPESH RAMDAS DAPE	
Date Of Joining	08 Jan 2024	
Department	FINANCE	
Designation	AS SOCIATE	
Location	PUNE	
<b>PARTICULARS</b>	<b>MONTHLY</b>	<b>YEARLY</b>
BASIC	16000	192000
HRA	1600	19200
CITY ALLOWANCE.	3561	42732
MONTHLY BONUS	1333	15996
<b>GROSS SALARY</b>	<b>22494</b>	<b>269928</b>
PF(Employee Cont.:12%)	1800	21600
ESI(Employee Cont.:.75%)	0	0
PT	200	2400
LWF(Employee Cont.)	0.00	0
LWF EMP	2	2
<b>TOTAL DEDUCTIONS</b>	<b>2002</b>	<b>24024</b>
<b>NET TAKE HOME SALARY</b>	<b>20492</b>	<b>245904</b>
<b>Other Benefits</b>		
PF(Employer Cont.:13%)	1950	23400
ESI(Employer Cont.:3.25%)	0	0
LWF(Employer Cont.)	0.00	0
INS. PREMIUM (PA)	65	780
MEDICLAIM	75	900
<b>TOTAL CTC</b>	<b>24584</b>	<b>295008</b>

For GENIUS CONSULTANTS LTD.

**AUTHORIZED SIGNATORY**

I have understood the terms and conditions of this agreement and the implications thereof. I hereby accept the aforesaid terms and conditions and agree to abide by the same.

Name :

Date &amp; Time :

Place :

Signature :