



Astec LifeSciences Limited
Registered Office : Godrej One,
3rd Floor, Pirojshanagar,
Eastern Express Highway,
Vikhroli (E), Mumbai – 400 079. India
Tel. : +91-22-2518 8010/8020/8030
Fax : +91-22-2518 8485
Email : gavlho@godrejagrovet.com
Web : www.astecsls.com

July 14, 2023
Rupesh Gaonkar
MUMBAI

Letter of Appointment

Dear **Rupesh**,

Based on your skills and expertise, we have the pleasure in appointing you as **Trainee Officer - Chemist** in our organization, in the **OFFICER** grade on the below stated terms and conditions. This appointment letter is issued in furtherance of the offer letter issued earlier which you had accepted.

1. Your appointment is effective from **July 14, 2023**
2. You will be attached to **ASTEC**, in the **R&D** team and will be based out of **MUMBAI**. However, your services are transferable at the discretion of the Management to any other section/ department / establishment or any of our subsidiary / associate companies globally subject to a medical fitness report.
3. Your annualized Cost to Company (CTC) is **Rs.450,000** /-. A detailed break-up of the compensation is included as **Annexure A**. You will be entitled to the benefits and perquisites applicable to the grade.
4. You will be on probation for a period of **12 Months**, which is subject to an extension for a further period not exceeding **three months (if applicable)**, if so desired by us. On completion of your probation, you will be confirmed by an order in writing. In case no such written order is issued to you on or before the expiry of your probation or on expiry of the extended period of probation, as the case may be, your services shall be deemed to have been terminated on expiry of your probation or on expiry of such extended period of probation. If this contract is not terminated during your tenure, then you shall superannuate from the services of the company on the last working day of the month in which you complete 60 years of age.
5. As per the company policy, if you join on or before September 30 in the year, then you will be eligible for increment in the corresponding increment cycle. If you join on or after October 1 in the year, then you will be eligible for increment from the next increment cycle.
6. Your employment will be subject to the Company's policies, issued from time to time, in so far as they may be applicable to you..
7. You will be entitled to Provident Fund as per the rules and any other statutory provisions that may be made applicable to you.
8. The Company shall have the right to vary your job title and work profile from time to time at its absolute discretion.





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9. Actual hours of work may vary and will be subject to change from time to time depending on the nature of your work.
10. You will be entitled to leaves and other social security benefits as per the Company's policies and applicable laws.
11. Your service is terminable by giving a written notice by either side. Notice period applicable during probationary period shall be **30 days**. However, after confirmation, notice period to be served shall **60 days**. Any approval of notice period shortfall will be at management discretion. In case you are not able to serve **60 days'** notice period, you will have to compensate the company for the shortfall in notice period post approval.
12. In addition to compensation for shortfall in notice period, you will be liable to pay applicable taxes on the amount of compensation in respect of shortfall in notice period.
13. The Company may, at its absolute discretion, terminate your employment with immediate effect, if you are non performing; or if the particulars furnished by you in your application or personal data form or during the interview, or later during the tenure of the employment in the Company, as the case may be, are subsequently found to be incorrect; or if you are found to be dishonest, disobedient, intemperate, uncivil or irregular in attendance or is guilty of gross negligence or misconduct including without limitation divulging confidential information, contravention of sexual harassment policy, indulging in financial irregularities, misbehavior, misuse of company property and products for personal gains, etc or is convicted by a court of any offence involving moral turpitude or continuous absence for more than 25 days continuously on any ground without prior permission except on ground of medical illness, as in the opinion of the Company would warrant the termination of your employment. The decision of the Company in this behalf shall be final, conclusive and binding on you. The Company will give you an appropriate opportunity to explain your side.
14. You shall adhere to the **GODREJ AGROVET LIMITED** Insider Trading - Code of Conduct" ("Code of Conduct") and Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 ("SEBI PIT Regulations") including any statutory modifications or re-enactments thereof for the time being in force, while trading in the securities of **GODREJ AGROVET LIMITED** or any other company of Godrej Group and strictly comply with the requirements of Code of Conduct of the respective Godrej Group entity and SEBI PIT Regulations with respect to all your trades in the securities of the Godrej Group entities.
15. You will give your wholehearted and undivided attention to your work and will not, whilst in the service of the Company, concern yourself directly or indirectly with any other duties or outside work, without obtaining the prior permission of the Management in writing.
16. During your employment with the Company, you shall undertake such travel in India and elsewhere whenever so required by the Company for or in connection with the business of the Company.





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17. The undertaking on confidentiality and non-competition will be considered as part and parcel of this Letter of Appointment.
18. This Letter of Appointment shall be construed and governed by the laws of India and courts of Mumbai shall have exclusive jurisdiction.
19. This Letter of Appointment supersedes all previous communications, prior understandings, arrangements, assurances or agreements, either written or oral, express or implied on the subject matter hereof.
20. Your role and responsibilities will be as per communication during hiring process. This can change in alignment with your reporting manager, structure changes or role change.
21. At Godrej, you will have immense opportunities of growing your career across our businesses in FMCG, real estate, agri, chemicals and housing finance. Our businesses are spread in 18 countries and you will be able to leverage organization processes such as Internal Job Opportunities to apply to openings in any business as well as access tailor made, enriching learning avenues to continue to enhance your skills.

Kindly return the duplicate copy of this letter duly signed as a token of your acceptance of the terms and conditions.

Thank you,

Rahul Gama

Head – Human Resources

For ASTEC LIFESCIENCES LIMITED





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Annexure A Compensation Structure

Name: Rupesh Gaonkar		
Designation: Trainee Officer-Chemist		
Grade: OFFICER		
Components	Per Annum	Per Month
Basic	125,556	10,463
HRA	81,612	6,801
Flexible Compensation	122,496	10,208
Conveyance	36,000	3,000
PF	21,600	1,800
Gratuity	6,036	503
Ex Gratia/Statutory Bonus	25,200	2,100
Fixed CTC	418,500	34,875
PLVR I	22,050	
PLVR C	9,450	
Total CTC	450,000	





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- PLVR refers to Performance Linked Variable Remuneration, and is paid based on individual and organizational performance.
- Flexi Pay Components will include education allowance, food coupons, LTA, telephone reimbursements, and supplementary allowance. Each component has a grade specific amount attached to it and employees have the flexibility of choosing components within the flexi pay framework.
- Bonus and Ex Gratia: Employees in Level 1 shall be paid Statutory Bonus / Ex-Gratia amount of Rs 2100/- per month. For employees eligible for the Statutory Bonus under the Payment of Bonus Act, 1965, this amount will be adjusted against the Statutory Bonus payable.
- Your CTC does not take into account the cost incurred by the company towards Hospitalization and Group Term Insurance. You will be covered under the Group Insurance Scheme and Medical Benefits for you and your dependents (up to a maximum of 3 – among spouse, children, dependent parents) as per policy.
- All other one time pay outs (if any) will be recovered in full if you were to leave the organization within 2 years of joining.

I agree to the above terms and conditions of employment.

Rupesh Gaonkar





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Confidentiality and Non-Compete Undertaking

1. I, **Rupesh Gaonkar** shall observe and comply with all applicable rules, regulations and policies of the **GODREJ AGROVET LIMITED**, including but not limited to code of conduct, sexual harassment policy, insider trading policy, etc. in force for the time being and from time to time.
2. I shall be responsible for safe keeping and return in good condition and order of all the Company's property, assets including manuals, reports, technical, business process documentations, correspondences, etc. which may be in my use, custody or charge.
3. I will do and perform all such duties as may be entrusted to me from time to time, in the above capacity or in any other capacity, to the best of my ability and also conduct yourself faithfully and conscientiously.
4. All inventions, discoveries (whether or not capable of patenting) works of authorship, artistic, literary and creative work and the copyright therein, improvement to or concerned with any product, business strategy plan or process made or developed by me or in combination with others in the course of my employment with the Company shall be the sole property of the Company and the Company shall have exclusive rights over the same.
5. Confidential Information means any information of the Company including proprietary information, information relating to its processes, formulae, specifications, R & D projects, policies, discoveries, ideas, strategies, know-how, analytical methods, dealers, distributors, retailers, agents, suppliers, customers, financial information, or any trade secrets or any information or material that is commercially valuable to the Company and /or any information generally not known to the public.
6. Confidential information will not include the following:
 - i. information or knowledge which otherwise than by the employees' default becomes available to the public generally;
 - ii. information which becomes part of the employees own professional skill and knowledge and which, apart from the provisions of this Agreement, could lawfully be used by the said employee for that purpose;
 - iii. information that the Company or the relevant Affiliated Company has expressly granted prior written consent to disclosure or publication,
 - iv. information which is already in the public domain
7. I shall not during your employment with the Company or afterwards:
 - a) use any Confidential Information in any manner except for purposes of discharging my duties
 - b) disclose Confidential Information to anyone (except someone authorized by the Company or as required by my duties under my employment agreement or by law) or
 - c) use Confidential Information for my own purpose or for any other purposes other than those for the purpose of the Company or
 - d) cause any unauthorized disclosure, through failure to exercise due care and diligence or otherwise of any Confidential Information of the Company or any Affiliated Company.
 - e) neither directly nor indirectly use the Confidential Information in any manner to conduct any business similar to or competing directly or indirectly with the business of the Company.



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8. I shall treat all Confidential Information as strictly confidential and not disclose any Confidential Information to any other person or entity without the prior written consent of the Company. This provision shall survive the termination of my employment with the Company.

9. I shall not, without the prior specific approval of the Company, make, support, endorse or otherwise engage in any mass communication with respect to the Company, its business, employees or any other information which is sensitive, including but not limited to posting, sharing or otherwise dissemination of any such information on any social platform or media (including any communication platform provided or supported by the Company). Any breach or non-adherence of the same shall render me liable for penal consequences, including but not limited to the termination of my services.

10. I shall deliver up to the Company on request at any time and on your resignation and/or termination of your employment all notes and (electronic data) records (including copies) made or received by me for the Company and all other material containing confidential information of the Company or any Affiliated Company.

11. All intellectual property developed in duration of my employment, shall be the sole property of the Company. I acknowledge and agree that all intellectual property is prepared for the Company and Company is the sole and exclusive owner of such Company's intellectual property rights. All assignment done for the Company shall be considered work made for hire by the employee and I shall have no ownership of such intellectual property rights. No further document will be required for transfer of all the assignments, intellectual property handled during the course of your employment with the Company.

12. Notwithstanding the disclosure of any Confidential Information by the Company to you or any of the employee, the Company shall retain title thereto and to all intellectual property and proprietary rights therein, and I will have no rights, by license or otherwise, to use the Confidential Information, proprietary information or intellectual property rights of the Company, except as expressly provided herein.

13. During the continuance of your employment with the Company and for a period of 1 (One) year thereafter, I shall neither directly or indirectly, without the prior written permission of the Company (i) recruit; (ii) solicit; or (iii) induce any personnel, consultant, customer or advisor of the Company to terminate his relationship with the Company.

14. Upon the termination of employment, I shall hand over charge to my supervisor or such person designated for that purpose by the Company and shall deliver up to such person all documents, papers, materials, assets (including laptop & other assets, if provided by the Company) and other property of the Company as may be in your possession, custody or control free from any lien thereon. I will not retain any copies, notes, extracts or excerpts of any document, data or material of the Company.

15. In the event of a breach of the obligations; or any wrongful acts, mala fide acts, negligence and or gross derelictions of your duties or any proceedings initiated against the Company for breach of your obligations, I shall indemnify the Company and be liable for all damages (including actual damages, costs, penalties, interest etc) caused to the Company and also immediate termination without notice, of my employment with the Company. I also agree that the Company shall adjust and/or recover such damages from the dues payable to me by the Company.



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16. This Undertaking shall be construed and governed by the laws of India and courts of Mumbai shall have exclusive jurisdiction.

17. This Undertaking supersedes all previous communications, prior understandings, arrangements, assurances or agreements, either written or oral, express or implied on the subject matter hereof.

I agree to the above terms and conditions of employment.

Rupesh Gaonkar

Goodrej