

TULIP/HRD/HO/2024
November 23, 2024

To,
Ms. Anushka Anand Naik
H.No. 161, Khilpabhat, Agapur,
VTC:Durbhat, PO: Ponda,
Dist: North Goa, Goa-403401

SUB: APPOINTMENT LETTER

Dear Ms. Anushka,

We are pleased to appoint you in our organisation with effect from **November 07, 2024**, on the following agreed terms:

Employment Status

Designation : "Officer-Quality Assurance",
Location : Coral Clinical Systems (A Division of Tulip Diagnostics (P) Ltd.)
Reporting to : Mr. Lalit Raj Singh, Manager-Quality Assurance, Verna-Goa.

1. Compensation:

You shall be entitled to an all-inclusive annual gross compensation as follows:

Components	Monthly (Rs.)	Annually (Rs.)
Basic	16800.00	201600.00
HRA	867.00	10404.00
Total Gross	17667.00	212004.00
Co's ESIC. Contribution	574.00	6888.00
Co's P.F. contribution	1800.00	21600.00
Bonus/Ex Gratia	2660.00	31920.00
CTC	22701.00	272412.00

You will be entitled to performance-based incentives as per the applicability of the job requirement. The same is subject to deduction of tax and other statutory payments as may be applicable. The compensation structure is subject to change from time to time.

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2. Probation and Confirmation

You will be on probation for a period of **one year from** the date of joining, which may be extended at the sole discretion of the Management. On the expiry of the probation period or any extension thereof, if you are found suitable as per the requirements of the Company, you will be confirmed in your appointment by issuing the necessary Confirmation Letter in writing. Please note that unless the confirmation letter is given to you in writing, you will continue to be on probation.

3. General Terms & Conditions of Employment

You shall be governed by the terms and conditions of this letter and the Company's rules and regulations as applicable, enforced, amended or altered from time to time during the course of your employment.

The Company believes in 'Re-engineering' as a continuous process, and therefore, designations, roles, responsibilities and location are subject to modifications in line with the re-engineering process.

You shall perform your duties with diligence, devotion and discretion and the Company may hold you liable for gross negligence. While in the employment of the Company, you are in no way allowed to be employed in any other Company on a temporary or part time basis or offer your services with or without pay to any physical person, legal entity or public authority or to be occupied in your own business without the prior consent of the Company. You will comply with all orders and directions given to you by the Company and faithfully observe all the rules, regulations and arrangements applicable to you.

You have represented to the Company that you have not appropriated any confidential, proprietary or trade secret information (including but not limited to written information, information contained in computer storage systems or information compiled or stored in any other manner) from any third party (including but not limited to any former employer), except as may have been expressly permitted in writing by such third party or its authorized representative. You shall not disclose to the Company, or otherwise use during the course of your employment with the Company, any confidential, proprietary or trade secret information of any third party which you may currently possess, without such written permission.

4. Leave

You will be entitled to 7 working days of Casual leave & 7 working days of Sick leave of every calendar year on pro rata basis from the date of joining. You will also be entitled to earned leave of 21 working days every calendar year on pro rata basis on confirmation of your services.

5. Transfer

You are also liable to be transferred to any of the other city, jobs, departments, offices, establishments, branches, sister or associate concerns/firms/company, units whether in existence at present or to be started or taken over or acquired or amalgamated at a later date, in India or abroad with/without any extra remuneration. The management will have the sole discretion to decide about each transfer & related terms & conditions.

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6. Confidentiality

You shall not at any time during your employment and thereafter for the period of two years without the prior written consent of the Company, disclose, divulge or make public any of the secrets regarding accounts, costs data or any other accounts figures, transactions, processes, records, formulae, specifications, engineering drawings, technical and patent information and know-how, process and plants in current use, or such as may be in the initial stage of technical development, or any of the secrets regarding plant facilities, machinery and equipment, information on organization of production lines and materials flow, whether Hardware or Software, as well as methods and procedures of production or dealings of the Company, which may become known to you during the course of your duties herein, whether you are in the Company's employment or not.

You acknowledge that in the course of your employment you shall have access to proprietary information, trade secrets and other Confidential Information, which is a valuable asset of the Company, and its disclosure or unauthorized use will cause the Company substantial harm and damage.

"Confidential Information" as used in this clause shall mean and include all information which comes to your knowledge on day to day working or is gathered through your tenure of service with the Company, irrespective of the fact whether such information is received by you orally or in writing.

You accept that the restrictions are reasonable and necessary to protect the company's bona fide interest. You acknowledge that the breach of this clause will cause irreparable harm, loss and injury to the Company and the Company shall be entitled to institute proceedings for temporary restraining order and permanent injunction by any Court of competent jurisdiction to prevent breach of this clause. This remedy is available to the Company in addition to any other remedy available at law or in equity.

7. Disassociation

You will automatically retire from the service of the Company on attaining the superannuation age of 58 years or earlier in case you are found medically unfit to work any longer or in case of continued ill-health as certified by the medical officer / medical practitioner nominated by the Company.

During probation and on confirmation, your services could be severed by either side by giving one months' notice in writing, or payment of salary in lieu thereof. Your probation period may also be terminated without assigning any reason whatsoever if your performance is found unsatisfactory.

In the event the company finds that any of your conduct during working with the company is in moral turpitude or affecting the business of the company or by reason of your conduct, the company finds loss of confidence in you, then your services can be terminated immediately by the Company without any notice or payment of salary in lieu thereof

Upon your resignation/termination of your services from the company, all the property, material, circulars, visual aid, promotional material, documents etc., which are in your possession shall be delivered/submitted to the company within seven days of the severance of your relationship with the company, failing which the company is entitled to recover the value of the said amount from your emoluments without further reference to you. Apart from claiming damages from you for the loss caused to the company, the company shall be entitled to keep all your dues till proper hand over is given as above.

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At the time of severance of the relation from the company either by resignation/termination you are required to settle outstanding of the distributors, credit notes or any other issues having financial involvement and submit an 'No Objection Certificate' from the said distributors, that nothing is due and payable from you to the creditors/distributors before settlement of your accounts.

Similarly upon resignation/termination of your services from the company, you will not be entitled to performance based incentives for that year if not paid.

8. Force Majeure

The company does not take responsibility of force majeure situations arising out of breakout of war, riots, natural calamities, break-down of telecommunication and/or transportation, electricity failure, any other major events that are clearly outside Company's control and government permissions to continue the business and therefore the personal hazards arising out of such force majeure conditions. Although the company shall make best endeavors to take adequate precautions and safety measures to protect its employees from hazards arising out of such unforeseen circumstances, the Company and its Directors and other Officials will not be liable for any loss or damage arising out of any unforeseen circumstances.

9. Confidentiality of your terms of hire

The matter of your compensation is confidential information of the Company. Any discussion or disclosure of your compensation with anybody other than your Departmental Head or HR will be termed as breach of agreement by you.

Your compensation package is unique to you and not liable for comparison with any other employee of the company.

Any dispute of differences arising out of the contract of employment, the jurisdiction of the court or the authorities shall be in Goa only.

Kindly sign the copy of this letter in acceptance of the terms and conditions set out herein.


Yours sincerely,

For TULIP DIAGNOSTICS (P) LTD



SHARMILA NADKARNI
ASST. GENERAL MANAGER - HR

Agreed & Accepted

Signature : 

Name : ANUSHKA ANAND NAIR

Date : 24/12/2024