



Ref: CNHCEIPL/GET/2011

13th September, 2011

Mr. Avanish Singh Chauhan
8/16, Y. N. Road
Near Charak Hospital
Indore – 452 003

Dear Sir,

APPOINTMENT AS GRADUATE ENGINEER TRAINEE

With reference to the interview you had with us, we have great pleasure in appointing you as Graduate Engineer Trainee on the following terms and conditions;

1. Medical Fitness and Academic Requirement

The offer is subject to your;

- Being found medical fit by our company's doctor.
- Passing all semesters / year examination BE / B. Tech. Degree course in the first attempt with minimum aggregate of 60% as communicated at the time of recruitment.

2. Period of Training

Period of training will be for one year from the date your report for training at our establishment at Pithampur. The Company may, at its discretion, extend the period of training by such other period/s as it may deem fit based on the evaluation of your learning at any time during the said period. You may also note that the training period will not be reckoned as "Service".

You will report for training at our Pithampur establishment on 21st September, 2011. After accepting our offer, if you do not report for training on the appointed date, this letter of appointment will stand withdrawn.

3. Stipend, Allowances

During the course of your training, the Company will pay you Stipend and Allowances as per details in Annexure. These allowances may vary depending on the location of your posting.

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4. Absorption

On successful completion of your training to the satisfaction of the Company, of which the Company shall be the sole judge, you will be placed in the Executive Cadre or an equivalent grade in any of the Departments / Offices of the Company. You will be treated as confirmed employee only when your services are confirmed in writing by the Company.

5. Provident Fund

You will be covered by the provisions of 'Employees' Provident Funds & Miscellaneous Provisions Act, 1952' from the day of your appointment, under which at Present the employee shall subscribe a sum equal to 12% of his/her monthly stipend. The Company shall contribute an equal amount, of which a portion, as prescribed, will go into employees' Pension Fund and the balance to employees' Provident Fund

6. Leave

You will be entitled to avail of leave as per the leave rules as applicable,

Please note that staying away from duty without sanctioned leave shall be construed as unauthorized absence and would be strictly dealt with. In such an event, the Company shall be at liberty to remove the name of the trainee from the rolls of the Company forthwith, without giving notice.

7. Working Hours

You will observe the working hours and holidays normally observed by the Department you are assigned to.

8. Conduct

During the course of your training, you will carry out all directions and instructions issued to you by the Company, its officers and representatives. You will have to carry out your duties and obligations diligently and faithfully. The course and manner of your training will be decided solely by the Company at its discretion, and you may be required to work, as part of your training, in any of the Departments / Offices of the Company and/or its Associate/ Subsidiary Companies.

You shall not at any time engage in or be concerned with or be interested, directly or indirectly, in any business, work or activity other than that of the Company or commit any act prejudicial to the interests of the Company and/or its business.

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9. Termination of Contract

- a. Either party can terminate the contract of training hereunder by giving one month's notice in writing to the other, or an amount equivalent to stipend and allowances in lieu thereof. In event of your giving a notice of termination shorter than the above period, the Company shall have its own discretion to adjust any leave due to you or will recover from you such amount from your dues towards the shortfall in notice period.
- b. The Company shall have the right to terminate this agreement forthwith without any notice in the event of any of the following:
 - xxi) Breach of any of the conditions of this appointment
 - xxii) Any misconduct on your part
 - xxiii) Failure to carry out any of your duties and obligations.
 - xxiv) Unauthorized absence from or abstaining from attendance during training period
 - xxv) If in the sole discretion of the Company, your continued association is / will be detrimental to the interest of the Company.

10. Confidentiality of contract

- a. You are required to treat, as 'strictly confidential' the affairs of the Company and its customers, of which you may be cognizant. The confidentiality has to be maintained particularly about drawings, quotations, specifications and other manufacturing information, which you may have access to.
- b. You will treat the terms of this appointment as confidential.

11. Disputes & Arbitration

Any dispute or difference or claim arising in connection with this contract shall be resolved by reference to arbitration by a sole arbitrator appointed by Company at its sole discretion. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996. The language of arbitration shall be English. Each of Company or the employee shall be respectively entitled to approach the Court of competent jurisdiction for such interim reliefs as the Company or the Employee may in its discretion deem fit. The venue of arbitration shall be at Dhar and the Courts at Dhar shall have exclusive jurisdiction. The award of the arbitrator shall be final and binding on the parties. The governing law shall be the laws of India.

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12. **General**

- (a) you are to devote your whole time, attention and ability to the interest of the Company.
- (b) you are to treat as strictly confidential the affairs of the Company and its customers of which you may be cognizant particularly the drawings, quotations, specifications and other manufacturing information.
- (c) You are not to interest yourself in any business or do any trading on your account.

Breach of any one of the above conditions, will render you liable for termination of your employment without notice.

13. In accordance with the standard practice of the Company, we request you to treat the terms of your employment as confidential.

14. **Joining**

On the date of joining, please report at 9:00 a.m. along with the following documents in 'ORIGINAL':

- A. S.S.C. & H.S.C. or equivalent examination mark-sheets;
- B. Proof of age – either S.S.C. Certificate or School Leaving Certificate (Please note that no document other than the above will be acceptable for verification of Date of Birth) along with a Xerox copy.
- C. Mark sheets of all the semesters / years of Diploma in Engineering (this is applicable to those who have done their Engineering Degree after passing Diploma examinations)
- D. Mark sheets of all the semesters / years of Degree in Engineering
- E. Three copies of your recent colour photograph in passport size.
- F. Certificate from your Institute / College stating that you have completed all your academic requirements, including viva-voce etc.
- G. Relieving Certificate from your last employer, if you were employed prior to joining us;

In case you are unable to produce any certificate / mark sheet pertaining to your final year engineering degree course, you will have to give an undertaking to produce the same within three months of your joining date. In case you are unable to produce these document/(s) within the stipulated time, your training is liable to be terminated.

13th September, 2011

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If this offer is acceptable to you, please sign and return to us immediately the duplicate copy of this letter in token of your acceptance of the terms and conditions. In case your acceptance is not received within 20 days from the date of issue of this letter, the letter of appointment will automatically stand withdrawn.

You will keep us your local / contact address whenever there is any change.

We welcome you to our company and look forward to a long and fruitful association with you.

Yours faithfully,
for CASE NEW HOLLAND CONSTRUCTION
EQUIPMENT (INDIA) PRIVATE LIMITED



SUNIL KALYANKAR
HEAD – HR, PERSONNEL & ADMINISTRATION

I have read the above and
accept the same.



(Signature & Date)



Ref: CNHCEIPL/HR/20034684

18th November, 2011

Mr. Avanish Singh Chauhan
P. S. No. 20034684
Case New Holland Construction Equipment (India) Private Limited

Dear Sir,

Re: Resignation

We are in receipt of your letter dated 4th November, 2011, tendering resignation from the training of the Company and requesting therein to be relieved w.e.f. 18th November, 2011 after close of working hours.

Management accepted your resignation and you will be relieved of your training from the close of working hours on 18th November, 2011. Please note that shortfall of 15 days in the notice period is waived as a special case.

Your accounts will be settled by the Company as on 18th November, 2011 on receipt of the Clearances from all concerned departments, on the following basis:

1. Stipend / Salary and allowances upto and including 18th November, 2011.
2. Settlement of your Provident Fund dues will be made as per rules.

Please settle your accounts with the Company accordingly. Outstanding, if any, will be adjusted against your dues from the Company.

Yours faithfully,
For CASE NEW HOLLAND CONSTRUCTION
EQUIPMENT (INDIA) PRIVATE LIMITED


SUDHIR PANDEY
GENERAL MANAGER - HR

Cc: Accounts: Please arrange full & final settlement



JAI NARAIN VYAS UNIVERSITY JODHPUR

Engagement Offer

No. JNVU/ESH/T/12830

Date: 10.01.2018

Subject: Engagement as Assistant Professor on Temporary basis for TEQIP III Project

- Ref :- 1. NPIU advertisement dated 27th October 2017
2. Your online application No. TEQIP005975
3. NPIU letter dated 27th Dec 2017

I am pleased to inform you that your candidature has been recommended by NPIU/ MHRD for engagement of your services on purely temporary basis as "Assistant Professor, Department of Production and Industrial Engineering" (name of the discipline/ post/ subject) in this college. Your engagement shall be subject to the terms and conditions given as below:

Terms and Conditions:

1. Subject to clause-2, the Temporary faculty shall serve the College on temporary basis for TEQIP-III, World Bank assisted project being implemented by the college from 1st April 2017 to 31st March 2020. This engagement shall stand terminated by efflux of time on stipulated date and / or shall be co-terminus to the project whichever occurs first.
2. Notwithstanding what is stated in clause-1 above, in the event, the Institute, for any reason whatsoever, fails to obtain Accreditation and/or grant under TEQIP-III Project, your services would be liable to be terminated.
3. The Institute is required to engage services of requisite number of Faculty members for the purpose of obtaining Accreditation in order to enable it to qualify for seeking aid under TEQIP Project – Phase III from the World Bank. Thus, the engagement of service by the Institute is purely project-related arrangement and does not constitute any kind of employment or creation of additional teaching posts and/or engagement on any post, existing or otherwise, by the Institute.
4. The candidate shall have to submit an Undertaking and an Affidavit as per the prescribed format attached herewith, each on Rs. 100/- stamp paper duly notarized for the initial period of one year from his/ her date of joining.
5. The continuation of candidates' service for another year during the project period, shall depend on his/her annual performance appraisal by head of the institution as per the format in Annexure-1. If continued, the candidate has to submit Undertaking and Affidavit again for another term of one year.
6. The selected candidates shall be project-related staff of TEQIP-III, engaged on purely temporary basis subject to his/her satisfactory performance in academic and administrative assignments

given during the engagement period and does not constitute any employment with the Institute or NPIU.

7. In case your performance is found unsatisfactory, the contractual engagement shall be discontinued immediately without giving any notice.
8. The Temporary faculty shall be entitled only for the consolidated amount of Rs. 70,000/- (Rupees Seventy Thousand only) per month towards remuneration for the period. The said remuneration is a consolidated remuneration per month and does not attract any dearness allowance or any other allowances or perks over and above such specified remuneration.
9. Temporary faculty shall be entitled towards reimbursement of pre-approved expenses incurred in the performance of his/her duties, upon submission and approval of written statements and receipts to college.
10. The services of Temporary faculty are not transferable to any other institute.
11. In addition to his/her academic assignments, the Temporary faculty has to perform other duties and activities (without any additional remuneration) assigned by Head of the Department and Principal/Director from time to time, as the case may be.
12. That the Temporary faculty shall devote his whole-time to the service of the College and shall not, without the written permission of the College, engage, directly or indirectly, in any trade or business whatsoever, or in any private tuition or other work to which any emolument or honorarium is attached, but this prohibition shall not apply to work undertaken in connection with the examination of Universities or learned bodies or public service commissions, or to any literary work or publication or radio talk or extension lectures, or, with the permission of the Principal, to any other academic work.
13. The rules and conditions governing number of teaching days and work load shall be, as prescribed by the Institute from time to time. Temporary faculty shall attend the College on all working days as notified by College to accomplish the task assigned.
14. In case of exigencies of work of College, the Temporary faculty will have to attend office on weekly off/ holidays also which may be compensated by availing leave of absence by Temporary faculty subject to the condition that the Temporary faculty has rendered his services for minimum six hours on each such weekly off / holidays with approval of Principal/Director of the College in which such extra working day has been served for on weekly off / holiday.
15. Temporary faculty may avail leave of absence of and limited upto 5 (five) days for personal reasons in a quarter (Apr-June, July-Sep; Oct-Dec, Jan-Mar) of the Academic year. However, the Temporary faculty is obligated to take prior approval of Principal/ Director to whom the Temporary faculty is rendering his/ her services for availing such leave of absence.
16. The temporary faculty shall be bound to act in conformity with the Statutes, Ordinances, Regulations and rules of the Institute as well as a code of professional ethics as may be formulated by the AICTE/ NPIU/MHRD.
17. If any information / document furnished or declaration / undertaking given is found false / incorrect including breach of undertaking so given as terms agreed hereto, the same shall render him/her liable towards criminal/ civil liability for such incorrect / false / perverse statement / document including termination of his/her services with immediate effect.
18. Temporary faculty agrees that all services will be rendered by him/her on Principal to Principal basis and that this engagement does not create an Employer – Employee relationship between the Temporary faculty and College. The Temporary faculty shall have no right to receive any employee benefits including but not limited to, health and accident insurance, life insurance, sick leave and / or vacation etc. Temporary faculty agrees to pay all taxes due in respect of the

remuneration and to indemnify the College in the event, the College is required to pay any such taxes on behalf of the Temporary faculty.

19. The Temporary faculty warrants ensuring that there will be no infringement of any patent or design/ copy rights while being engaged for College project and he shall be fully responsible for consequence / any actions due to any such infringement.
20. The payment of taxes including the income tax will be the sole responsibility of Mr/Ms/Dr. **AVANISH SINGH CHAUHAN** himself/ herself. However, Tax deduction at source will be effected against the payable remuneration at applicable rates as per the prevailing laws, rules and regulations.
21. The temporary faculty has to join his/her duties on or before **5th January 2018** failing which his/ her engagement stands cancelled.
22. In case of any dispute, the place of posting of the temporary faculty will be the jurisdiction.
23. It is needless to point out that the terms & conditions of the Service Agreement shall form part & parcel of this Letter.

To,
AVANISH SINGH CHAUHAN

Name:

Seal of the institute:




Registrar

**Jai Narain Vyas University
Jodhpur**

Copy submitted to: National Project Implementation Unit, Noida



PROFESSOR & HEAD
Dept. of Production and Industrial Engineering
MBM Engineering College, J.N. Vyas University
Jodhpur


**DEAN
FACULTY OF ENGINEERING
MBM ENGINEERING COLLEGE
J. N. V. UNIVERSITY
JODHPUR**