



GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

- **RECRUITMENT POLICY** - There is centralized recruitment policy in MMPL. All recruitment processes shall take place at / from Head Office, Raniganj, West Bengal and no candidate(s) shall be recruited from the site offices. In case the site offices have to employ any candidate locally, whether staff or worker, prior approval shall be taken by the site concerned, from the Head Office.
However, the salaries fixation of all candidates recruited, shall be finalized by / from the Head Office.

1. RESPONSIBILITY

Your detailed duties and responsibilities shall be delegated to you from time to time. Broadly, you shall be responsible for the following:

- a) You will have to report to duty at your designated office.
- b) You will have to visit underground mines site everyday to oversee the underground workings. (Applicable to employees whose job responsibility include visiting underground mines).
- c) You will continue to handle all the present assignment and any additional assignments given to you by Company from time to time.
- d) The Company will expect you to devote your full time and attention to the duties entrusted to you and you will not engage yourself in any business, profession, honorary or otherwise, outside the work scope of Maheshwari Mining Pvt Ltd during your tenure of employment with us. In case you undertake jobs outside the work scope of MMPL, your job will be terminated with immediate effect without any compensation.

2. SALARY REVISION

Your remuneration will be subject to annual review, or at such times as may be appropriate. Review dates are set by Corporate Headquarters. MMPL operates a Pay-for-Performance policy and the result of any remuneration review will take your performance into account. You will appreciate that information relating to your remuneration package is strictly confidential and hence request you to maintain this confidentiality.

3. BENEFITS

You will be entitled to the other benefits as per the rules of the Company applicable to your category of employees, from time to time.

a) FOODING AT SITE

The Company shall provide basic standard fooding facilities as per its policies on chargeable basis. The standard charges as applicable shall be deducted from your salary. Any other costs relating to fooding shall be borne by you on your own.

b) **ACCOMODATION AT SITE**

The Company shall provide basic bachelor accommodation facilities at site as per its policies free of cost. This shall not be applicable for local residents near the office area.

4. **PROBATION**

“Performance-Observation-Period” or Probation period will be **six months** from the date of an employee joining the Co’s employment and on successful completion of this period; his/her employment will be confirmed. On satisfactory completion of the probation period, a separate letter will be issued to the employee, confirming his/her services in the Organization. His/her probation would be deemed to have been extended, until the issue of such letter of confirmation. The Probation period of an employee may be extended on decision of Management after reviewing his/her Performance.

5. **MEDICAL FITNESS**

An employee’s appointment in service and its continuance, is subject to the employee being found, and remaining medically (Physically and mentally) fit by the Company’s Medical Officer or by any other medical practitioner nominated by the Company during the commencement and or course of his/her employment.

6. **RESIGNATION AND TERMINATION**

- (a) In case an employee resigns from the employment of MMPL, he/she will have to give written notice of resignation and serve a notice period of Two months before leaving the Organization. If he/she does not serve Two month’s notice period, he/she will have to pay to the Company his/her two month’s salary in lieu thereof. However, acceptance of salary in lieu of notice period will be at the sole discretion of the Company and cannot be exercised by the departing employee as a matter of right, unless agreed to by the Company.
- (b) In case of 6 months probation, an employee has to give 1 month’s notice of resignation, or pay 1 month’s salary in lieu thereof. After confirmation, an employee has to give 2 months notice of resignation or pay 2 months’ salary in lieu thereof.
- (c) The Company may also terminate an employee’s service by giving 24 hours notice during his/her probation period based on unsatisfactory performance or other valid reason, without any compensation to him/her.
- (d) An employee’s service can be terminated by the Company by giving him/her one month’s written notice or by paying him/her one month’s salary in lieu thereof, after completion of his/her probation period.
- (e) In case of submitting resignation by an employee, the un-availed leave at his/her credit, cannot be adjusted against the Notice Period.
- (f) In case of serious misdemeanour, questionable integrity and moral turpitude or false or incorrect information or if found guilty of any other criminal offence, the service of any employee can be terminated immediately without notice and the employee so terminated, would not be entitled to any compensation in lieu of notice.

- (g) If an employee avails unauthorized leave/ leave without permission of more than 8 (Eight days) at a stretch, his/her Service continuity shall Break and the Company may terminate the employment if Management so decides, due to such unauthorized absence.
- (h) The Company can release an employee at its Sole Discretion on his/her termination. If the Company does not want the employee to serve the notice period, the Management can release him/her without serving the notice period. The Company may accept the employee's Resignation Letter and release him/her with immediate effect and pay the Final Dues for the period worked.
- (i) The Company may pay a resigning employee One month's Basic Pay if the Company does not want him/ her to serve the Notice Period, but this shall be paid **only** if Management so decides.
- (j) If an employee leaves the Company and joins any other Organization without fulfilling resignation process or without Full and Final Settlement by the Management, MMPL shall have the liberty to impose clause No. 6 **(d)** upon the employee. In such case, the Company shall not pay him/her the outstanding amount if any and reserves the right to claim the due amount from him/her, becoming so payable to MMPL by him/her.
- (k) In case an employee who has submitted resignation and is serving notice period, is found to be engaging in anti Co-subversive activities and in-disciplined behavior highly detrimental to the interests of the Company, he/she will be liable to be terminated from employment immediately, without payment of any compensation at all.
- (l) Over-riding clause: The existing / current HR Policy of the Company in matters of service employment and its terms & conditions as applicable to its serving as well as newly-joined employees, will automatically prevail over and over-ride and the terms & conditions of appointment, which were made applicable at the time of his appointment in/ joining the Company.
- (m) The departing employee shall return all the Company's property and other materials entrusted upon him/her for the discharge of his/her duties, on severance of his/her services with the Company.

7. **PERSONAL PROTECTIVE EQUIPMENT**

As a crew you will receive an initial issue of work clothing and PPE, to be consistent with the HSE regulations at the site of operations.

You shall be provided with personal protective equipment as per mines rules and in the event if any special item is required the Company will provide the same on returnable basis.

8. **RETIREMENT:**

As per rules of the Company, an employee may, at the option of the Management, remain in the services of the Company up to the age of **58** years. If the Company retains his/her services after 58 years of age, then he/she will be issued a fresh Contract Letter for extension of Service on Contractual Basis. All terminal Accounts will be settled and on discretion of Management, his/her service may be extended to 6 months or period as to be decided by the Management and the following benefits will not be applicable to him/her – PF, Gratuity benefit, incentive, etc.

A employee's age as mentioned in the DOB Certificate / Matriculation / Higher Secondary Certificate will be deemed to be a conclusive proof of his/her date of birth. In case of any conflict in the DOB in different certificates, the decision on DOB by Co. Management will be final.

9. CONDUCT AND DISCIPLINE:

- a. The Company will expect you to work with a high standard of initiative, discipline, diligence, cost consciousness, efficiency and effectiveness and shall maintain exemplary conduct at all times so as to uphold the high image of the Company as well as your position as an employee and at no time cause or act in any manner that may bring disrepute either directly or indirectly to the Company or to your role as an employee.
- b. You will be bound by the Company's Standing Orders / rules – regulations / Bye laws / Company's Policies. The Company HR Policy Manual is available with the HR Department, Site offices and Company Website and the Policies are subject to change from time to time. Hence, you should see the Policies from time to time.
- c. You shall work conscientiously in the interests of the Management and shall utilize your ordinary prudence and intelligence in the discharge of your duties. Any violation of this norm shall constitute a gross misconduct for which the Management shall be competent to terminate your services.
- d. If you are found guilty of absenteeism, dishonesty or misconduct or commit any unlawful or indiscipline act, violation of customs and traditions or dereliction of duty on work site or outside site whether or not directly related to the affairs of the Company and Company officials and local people, then your Appointment may be terminated on full discretion of the company without any prior notice/information and the Company is not liable to compensate for the same.
- e. If you are adjudged bankrupt or enter into any composition or arrangement or any offence with other company/ supplier/ local people etc.; if you commit any material breach of any of your duties or obligation under this appointment; if you are found to have made or provided any false statement or information or documents related to your competency, ability, health or else, then this appointment may be terminated without any prior notice / information. The law of the land shall be applicable to you as in force.

10. LEAVE

The yearly leave entitlement in respect of all STAFFS will be **30 days in a year (EL, CL and ML)** and leave will be on the basis of financial year. **This does not include Sundays.**

There are three kinds of leaves :

1. **CL (Casual Leave)** - An Employee can avail total Casual Leave of **12 days in a year**. The Casual Leave is permitted for **a continuous period of 1 and 1/2 days or a maximum of 2 days**. If the Casual Leave extends for a continuous period of more than 2 days at a stretch, the extra leaves (after 2 days) shall be considered as EL (Earned Leave). The CL shall not be carried forward to next financial year.

2. **EL (Earned Leave)** – An Employee can avail total Earned Leave of **12 days in a year**. The Earned Leave shall be carried forward to next financial year up to a maximum period of **7 days**.
3. **ML (Medical Leave)** – An Employee can avail total Medical Leave of **6 days in a year**. The employee will have to submit Medical Certificate when he avails ML. The ML shall not be carried forward to next financial year.

Note -

- There is **NO LEAVE ENCASHMENT for any employee**.
- An employee is permitted to maximum of **8 days** leave at a stretch by the Authorized person. If he applies for more than 8 days leave, then he will have to take written approval from the **Higher Authority**.
- **Leave Application Form** has to be filled up by the employees applying for Leave as per the prescribed format (form attached) and sent to the H.O. Leaves without written approval shall be treated as Unauthorized Leave. No verbal approvals shall be taken into account. The employees will avail leaves after their leaves are granted by the concerned authority as per the site requirement. **In case an employee avails extra leaves after their granted leaves, those extra leaves shall be considered as “Leave without Pay.”**
- **Regarding Sunday** – Sunday list should be maintained separately for sites with Sunday work and progress (Only applicable for Exploration Division).
- **Note: The number of leave entitlements in a year and the bifurcation of leaves may differ in case of employees at Mining Sites as per the Mines Rules and Client’s Rules applicable for Mining Sites.**

11. **TRANSFER**

You are liable to be transferred to any part of the country and from one job to another job, one department to another, one place to another, one unit to another at the discretion of the Management. If you fail to join at the site as to where you are transferred on the date so mentioned, then you will be given a maximum grace period of Seven (7) days to join. If you fail to do so and if you do not join at all; in both of the cases, your case shall be treated as leaving the Company without mandatory 30 days of notice and your final account shall be prepared as per the relevant clause 6 (d) Termination.

If you refuse to take transfer during probation period or even thereafter, then you may be terminated at the sole discretion of Management.

12. **DRUG AND ALCOHOL USE**

Use or possession of illegal drugs will not be tolerated and any breach of this condition will lead to disciplinary action which may include termination of Appointment and police notification for action against you as per Indian laws.

The possession or consumption of alcohol is prohibited at sites and in vehicles. Arriving for work under the influence may lead to your immediate demobilisation, penalties as per rules and the termination of your Appointment.

13. **PERSONAL INFORMATION**

It is your responsibility to notify the Project Manager of any changes to personal data. This includes changes of address/telephone number; changes to next of kin; changes to banking or taxation declaration details.

For insurance purposes all details as required would need to be submitted to HR division and any changes to the information, will be accepted in writing for changes/modifications in Principal records and other necessary documents.

14. **SECRECY:**

a) You shall not at any time or times, without the consent of Company disclose, divulge or make public except under legal obligation any of the secrets, processes, accounts, transactions, records, formulate, specifications, technical and patent information and know-how.

b) You will not give out by word of mouth or otherwise, particulars or details of business secrets or processes, technical know-how, administration and/or organizational matters pertaining to the Company which may be your personal privilege to know by virtue of being in the employment of the Company. This will survive your stay in the Company.

Except as authorized by the Company or as required by your duties, you will not directly, or indirectly reveal to any third party, any trade secret, confidential dealing, operation, process, or any information concerning the organization, business, finances, transactions or affairs of the Company, or any related corporation or associate of the Company or any of their clients which may come to your knowledge during your relation with the Company. You will keep all confidential information entrusted to you with complete secrecy and will not use or attempt to use any of that information in any manner which may be likely to injure or cause loss, directly or indirectly to the Company or its business.

You are to understand that this restriction continues to apply after termination of your Appointment, without limit in time, except that it does not apply to any information or knowledge which comes into the public domain otherwise than a breach of this agreement.

15. **SETTLEMENT OF DISPUTES**

All claims and complaints relative to the employment contract of the employee shall be settled in accordance with the Company policies, rules and regulations. In case you contest the decision of the Company, the matter shall be settled amicably with the participation of the Arbitrator as mutually decided by all parties.

16. **JURISDICTION AND GOVERNING LAW**

You and the Company hereby agree that any dispute or difference of any nature in this agreement, whether implied or explicit, shall be adjudicated in India and the applicable laws of India shall be binding between parties. In the event of any litigation, the court at Asansol, West Bengal (India) shall have exclusive jurisdiction.

- **The standard terms and conditions of employment change from time to time and latest terms and conditions of employment will be applicable for all employees. Every 6 months, the latest amended standard terms and conditions of employment shall be updated and available on Company website and with the HR office and the same will be applicable. All are requested to visit the company website from time to time to check the latest updates for general terms and conditions of employment and Company HR policies.**