

SARVESHWAR FOODS LIMITED

(Formerly known as SARVESHWAR ORGANIC FOODS LIMITED)

CIN: L15312JK2004PLC002444

Regd. Off.: Sarveshwar House, Below Gumat, Jammu, (J&K)-180001

Ph. : 0191-2483981, 2481954, Fax : 0191-2481941, Email : info@sarveshwarice.com

Ref. No. :

Dated :

Ref: SFL: SCY: April: 2019

Dated: 10th April, 2019

The National Stock Exchange of India Limited,
"Exchange Plaza", Bandra Kurla Complex,
Bandra (East),
Maharashtra

Sir/Madam

SUB: Clarification in respect to Date & Terms of Appointment of Mr. Manoj Chopra as the Chief Financial Officer of the Company !

In light of your email dated 09th April, 2019 in respect to our announcement dated 30th March, 2019 with regard to the above captioned matter.

The Appointment Letter of Mr. Manoj Chopra is hereby appended to clarify the date and terms of his appointment.

Kindly take the above said information on record and oblige.

For & On Behalf of
SARVESHWAR FOODS LIMITED


Ishrat Gill
Company Secretary & Compliance Officer



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Ref. No. : 30/SFL/2019/44

Dated : 30/03/2019

Date: 30/03/2019

Mr. Manoj Chopra,

Add: Orchid - 25, Tilak Villa,

Ruchilifescapes, Hoshangabad Road,

Jatkhedi, Huzur, Bhopal, Madhya Pradesh - 462026

Dear Mr. Manoj,

Sub: – Letter of Appointment

With reference to the discussion we had with you, we are pleased to appoint you as "Chief Financial Officer" under the following terms and conditions:

1. Commencement Date:

Your date of appointment will be effective from 30-03-2019.

2. Salary and Benefits:

You will receive a Total Compensation (TCTC) of Rs. 21,00,000 (Twenty One Lakh Only) per annum subject to statutory deductions. The annexure of salary breakup is enclosed. The emoluments/benefits due to you will be liable / Subject to deduction of Income tax in accordance with the provisions, of Income Tax Act and Rules, as may be in force from time to time.

3. Place of Posting:

Your initial employment location will be at Sarveshwar Foods Ltd, Jammu. However, your services are transferable to any place in the country or abroad or to any departments/offices/projects/divisions/units of the company existing or to be set at any other location or any company's associate or sister concern or its subsidiary, client

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location, at the sole discretion of the management, without any additional remuneration.

4. Working Hours

The Duty timings will be based on program requirement as and when explained by your superiors.

5. Job Assignment/Reporting

In your assignment, you will be responsible for the duties of "Chief Financial Officer" as more particularly laid out in the job description for this position. You will report directly to the superior nominated by the management. However, it is subject to change as per the company requirement.

6. Probation, Confirmation & Termination

1) You will be on probation for a period of **6 (Six) months** from the date of your joining the company, where after, if your services are found satisfactory, your appointment will be confirmed. The management reserves the right to reduce, dispense with or extend your probation period at its absolute discretion. You will be deemed to be on probation unless given in writing that you have been confirmed.

2) During probation, the Company has the right to terminate your services at any time and without specifying the reason thereof. The Company and the employee are required to provide a notice of 10 days if either party decides to cease employment. The company has the right to relieve the employee earlier than the said 10 days of notice on payment of basic salary in lieu of the balance number of days.

3) After confirmation, the Company has the right to terminate your services after providing you **One (1) months** notice or payment of basic salary in lieu thereof. In the event of your resignation from the services of the Company, you will be required to give the Company, **One (1) months** written notice. The said period will not be adjustable either against leave or forfeiture of salary.

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4) Garden Leave: The Company reserves the right, at its sole discretion, to require employees who have resigned with notice, or who have been given notice to terminate their contract by the organization, not to attend their place of work for all or part of the notice period.

5) If the exigencies of work so require, the company may not relieve you earlier than the expiry of the entire period of notice. It shall, however, be open to the company relieves with effect from any date earlier than the one requested by you in your resignation letter.

6) However company reserves right to terminate your employment without notice or payment of salary in lieu thereof if:

a) You commit any breach of your duties and responsibilities under this contract of service.

b) Found guilty of any gross default or misconduct, which contravenes the expressed or implied conditions of your employment.

7. Employment Regulations

Whilst employed with the company:

a) You will not engage in any trade or profession or undertake any employment, full or part-time, while in the service of the Company.

b) You will have no objection to working extra hours in the morning and/or the evening according to the requirements of the job.

c) You will carry out your duties with diligence and loyalty at all times, keeping the Company's interest paramount.

d) You will be required to apply and maintain highest standards of personal conduct and integrity and comply with all company policies and procedures. All acts subversive of good conduct and discipline like insubordination, gross negligence,

Works: Village Seora, Baba Fareed Nagar, P.O. Dharap, Bishnah-Kunjwani Road, Jammu - 181132 (J&K) India

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Ref. No. : corruption, fraud, forgery, misappropriation, etc. would warrant strong disciplinary action from the company. Dated:

- e) You shall not under any circumstances either directly or indirectly, receive or accept for your benefit any commission, rebate, discount or profit from any person, organization or firm having business transactions with the company.
- f) You will always maintain Company property in good condition, which may be entrusted to you for official use during the course of your employment, failing which the cost of the same will be recovered from you by Company
- g) You will hand over the charge of letter of authority or Power of Attorney issued to you or any property/material of the company in your possession at the time of cessation of your employment with the company. You will return to the Company all documents of the Company (in your possession), including but not necessarily limited to: drawings, blueprints, reports, manuals, correspondence, customer lists, laptop/s, mobile phones, SIM card/s, computer programs, and all other materials and all copies thereof relating in any way to the Company's business, or in any way obtained by you during the course of employ.
- h) During your employment, you will be bound by the Company's Rules and Regulations framed and enforced from time to time. The Company reserves the right to amend or alter the said Rules and Regulations at its discretion, without any notice thereof, and these will be deemed as Rules and Regulations in terms of your employment.
- i) The Company shall verify the facts stated by you in your resume submitted during the interview process. If any of the facts stated therein are found to be false, your services will be terminated immediately without any notice or any compensation in lieu of the notice period.
- j) You will intimate in writing to the Management any change of address within a week from change of the same, failing which any communication sent on your last recorded address shall be deemed to have been served on you.
- k) Your employment and all matters relating thereto will be subject to the Jurisdiction the High Court of Jammu & Kashmir.

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9. Non Disclosure Agreement

The employee agrees and accepts that after the cessation of his/her employment from the company the employee cannot directly or indirectly join any competitive company or organisation which will damage the business of the said company for a period of at least two years within the state of Jammu and Kashmir. However, outside the state of Jammu and Kashmir the employee can join any competitive organisation or company or any other allied business which is subject to the discretion of the company.

Again, it is also pertinent to mention herein that after the cessation of the employment with the company the employee cannot start any competitive business of his own or can join any of his relatives, friends or known persons having any kind of direct or indirect competition with the said company for a period of at least 2 years. It is stated further that after the cessation of the employment he /she cannot however direct any person regarding the confidential information of the company, business plans or any other business related information of the company whether in the State of Jammu and Kashmir or outside the state subject to damage.

If the employee after his/her cessation contravenes any of such provisions he is liable to pay compensation to the company. The amount of compensation shall depend either depend upon the loss/ damage incurred or which shall be as per the discretion of the company.

10. Retirement

You will automatically retire from the service of the company on attaining the superannuating age of 60 years. However, Company reserves the right to discharge you from the company in exceptional circumstances.

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11. Acceptance

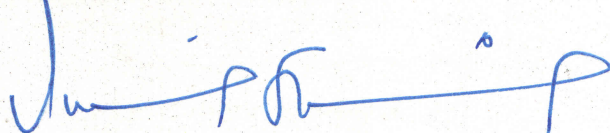
Please sign and return the duplicate copy of this letter and annexure as an acknowledgement of your acceptance of the terms and conditions mentioned herein.

If you fail to indicate your acceptance within a week from the date of the appointment letter, this offer of employment maybe deemed to have been withdrawn.

*As a pre-condition to accepting this letter, you are also required to provide your acceptance of the Non-Disclosure Agreement enclosed herewith. We look forward to your joining us for a long, successful and mutually beneficial association.

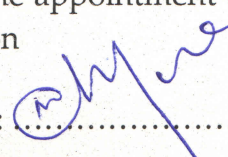
Yours faithfully

For Sarveshwar Foods Ltd.



Authorized Signatory

I accept the appointment on the terms and conditions contained herein and will report for duty on

Signature: 

Date:

30/03/2019

Name:

MANOJ CHOPRA