

Termination, Resignation, Notice Period & Exit Obligations

(a) Notice of Separation

Either party may terminate the employment by serving **written notice** upon the other party. Unless otherwise specifically agreed in writing by the Company:

1. **Notice Period** shall be:
 - **Sixty (60) days** for administrative and other employees; and
 - **One Hundred Twenty (120) days** for key positions including **Head of Department (HOD), Project Manager, General Manager and above**, or such other critical positions as may be designated by Management.
2. During the notice period, the Employee has to serve the full notice period actively; unless otherwise stated in writing. The Company shall have the sole and absolute discretion for Employee to:
 - remain on **garden leave** (remaining in employment without attending duties or accessing Company systems/operations); or
 - be relieved earlier, in whole or in part, at the Company's discretion, without creating any precedent.
3. **Salary in lieu of notice**, whether partial or full, may be accepted **only at the sole discretion of the Company in conciliation to the Employees role & responsibilities**, and no Employee shall have any unilateral right to buy out or shorten the notice period.

(b) Termination by Company

The Company reserves the right to terminate employment in accordance with applicable law, including termination by notice as above.

Further, the Company may terminate employment **with immediate effect and without notice or salary in lieu thereof**, in the event of misconduct, breach of employment obligations, violation of Company policy, or any act prejudicial to the interests, reputation, discipline, confidentiality, safety, or business of the Company.

Illustratively, misconduct shall include, without limitation:

- fraud, dishonesty, theft, misappropriation or embezzlement;
- insubordination or wilful disobedience;
- breach of confidentiality or unauthorized disclosure of Company information;
- falsification of records or misrepresentation;
- conflict of interest or unethical conduct;
- harassment, unlawful conduct, or conduct involving moral turpitude;
- habitual absenteeism, abandonment of employment, or unauthorized absence;
- breach of safety rules, project protocols or acts endangering persons, assets or operations;
- violation of the Appointment Letter, Company policies, code of conduct, or lawful instructions.

Such termination shall be without prejudice to the Company's right to initiate disciplinary, civil, criminal or other legal proceedings, wherever warranted.

(c) Resignation by Employee

Resignation by the Employee shall be valid only upon written submission and acceptance by the Company and shall remain subject to:

- due completion of the applicable notice period, unless otherwise waived by the Company;
- satisfactory handover of duties, records, documents, data and ongoing assignments;
- compliance with the Company's Exit Policy and clearance requirements.

The Company reserves the right to accept, defer, or regulate release timing based on business exigencies, transition requirements, and handover completion.

(d) Exit Clearance, Handover and Full & Final Settlement

Relieving, discharge from service, and processing of Full & Final Settlement shall be subject to:

- completion of prescribed handover procedures;
- return of all Company property, assets, credentials, devices, documents and information;
- submission of No-Dues / Exit Clearance as required by Company policy; and
- compliance with all contractual and statutory obligations.

The Company shall have the right to withhold relieving documentation and/or adjust or recover from any amounts payable to the Employee, including towards:

- notice shortfall;
- unreturned assets or property;
- outstanding advances, loans or recoverable;
- losses or damages attributable to breach or misconduct, subject to applicable law.

(e) Continuing Obligations After Separation

Termination or resignation shall not release the Employee from obligations which by their nature survive separation, including obligations relating to:

- confidentiality and protection of proprietary information;
- non-solicitation of Company employees, clients, consultants, vendors or business opportunities, for a period of **twelve (12) months** from separation;
- return and non-retention of Company data, records and intellectual property.

Any breach shall entitle the Company to seek injunctive relief, damages, recovery and other remedies available in law.

(f) Management Discretion

Nothing contained herein shall limit the Company's right, at its sole discretion and subject to applicable law, to:

- waive, reduce or enforce notice requirements;
- relieve an employee earlier;
- place an employee on garden leave;
- take such action as may be necessary to protect business interests, project continuity, discipline, confidentiality, and legal compliance.

(g) Abandonment of Service / Deemed Voluntary Separation

1. **Unauthorized Absence:** If the Employee remains absent from duty without authorization, intimation, or approved leave for **seven (7) consecutive working days** or such longer period as may be prescribed by Company policy, such absence may be treated as unauthorized absence and misconduct.
2. **Notice to Resume Duties:** In such event, the Company may issue a written notice/call-back communication to the Employee at the last known address/email requiring the Employee to report for duty and/or provide explanation within the stipulated period specified in such notice.
3. **Deemed Abandonment / Voluntary Separation:** If the Employee fails to report for duty or fails to provide satisfactory explanation within the time provided in the notice, the Company may, without prejudice to its other rights, treat the Employee as having **voluntarily abandoned employment**, which may be construed as **deemed resignation / voluntary separation from service**, without any further obligation on the part of the Company except statutory dues, if any, payable in accordance with law.
4. **Consequences:**
In such cases:
 - the Employee may forfeit salary for unauthorized absence, subject to law;
 - the separation may be recorded as abandonment / deemed voluntary separation;
 - release documents and full & final settlement shall remain subject to handover, no-dues clearance, asset return and recoveries, if any.
5. **Company Rights Reserved:** Treatment of abandonment as deemed voluntary separation shall be without prejudice to the Company's right, where circumstances warrant, to proceed separately under disciplinary provisions for misconduct or to initiate recovery/legal proceedings for any loss, breach, or non-return of Company assets.
6. **Management Discretion:** The Company reserves the right, based on facts of each case, to treat such absence either as misconduct warranting disciplinary action or as abandonment of service, as may be considered appropriate.

(h) Termination on Account of Loss of Confidence (Applicable to Managerial / Fiduciary Positions)

1. **Positions Covered:** This provision shall apply to employees occupying managerial, supervisory, fiduciary, strategic, or positions of trust, including but not limited to HODs, Project Managers, General Managers, commercial, finance, procurement, and such other positions as may be designated by the Company.
2. **Ground of Loss of Confidence:** Considering the nature of such positions involving trust, discretion, confidentiality, fiduciary responsibility and protection of business interests, the Company may terminate employment where, in the bona fide opinion of Management, there arises a **loss of confidence** in the Employee, making continuation of employment inadvisable or prejudicial to the Company's interests.
3. **Illustrative Circumstances:** Without limitation, loss of confidence may arise in circumstances including:

- conduct involving breach of trust or fiduciary obligations;
 - serious lapse of integrity, judgment or reliability;
 - conduct prejudicial to Company interests, reputation or project operations;
 - unauthorized acts, material non-disclosure or conflict situations affecting trust;
 - compromise or potential compromise of confidential, commercial or strategic interests;
 - any circumstances where continuation in a position of trust is reasonably considered untenable by Management.
4. **Right of Separation:** In such cases, the Company may, subject to applicable law and depending on facts of the case, terminate employment with or without notice/pay in lieu, or require separation on such terms as determined by Management.
 5. **Not a Stigma / Rights Reserved:** Separation on account of loss of confidence may be effected independent of disciplinary proceedings where the Company, in its bona fide judgment, considers continuance of the relationship of trust no longer viable, and shall be without prejudice to any other contractual or legal remedies available to the Company.
 6. **Management Discretion:** The determination of whether circumstances give rise to loss of confidence shall rest with Management acting reasonably, in good faith, and in protection of legitimate business interests.