

25th June, 2018

To,
Mr. Gurubux S Gill
A/2, 306,
Woodland Complex,
Sheetal Nagar,
Mira Road (E), Thane – 401107.

Subject: Appointment Letter

Dear Mr. Gurubux,

Further to your application and with reference to the offer letter issued by us we are pleased to appoint you as “Sr. Developer” in our organization on the following terms and conditions.

01. Designation

You will be designated as “Sr. Developer”. in the executive grade of the company.

02. Effective Date of Appointment

Your effective date of appointment is **25th June, 2018.**

03. Probation

You shall be on probation for a period of **Six** months, which can be extended, for a further period of three months depending upon your performance. If your performance is not found satisfactory during the probation period or the extended period, your services are liable to be terminated without any prior notice. On satisfactory completion of the probation, you will be confirmed in an appropriate grade according to the Company’s policy, protecting your gross emoluments drawn during the probation period.

04. Place of Posting

Your place of posting will be at L A Technologies in Mumbai. However, your services are liable to be transferred to any of the company’s establishments as and when required

Accepted: _____

Salary Break-up:

Compensation Details		
Name	Gurubux S Gill	
Designation	Sr. Developer	
Location	Mumbai	
COMPONENTS	Per Month (INR)	Per Annum (INR)
Basic Salary Structure		
Basic Salary	15,680.00	1,88,160.00
House Rent Allowance	7,840.00	94,080.00
Conveyance Allowance	800.00	9,600.00
Education Allowance	200.00	2,400.00
Others Allowance	9,130.00	1,09,560.00
Medical Allowance	1,250.00	15,000.00
Uniform Allowance	1,250.00	15,000.00
Telephone Allowance	1,250.00	15,000.00
Key Result Area Allowance	9,800.00	1,17,600.00
TOTAL GROSS SALARY	47,200.00	5,66,400.00
Employer Contribution PF	1,800.00	21,600.00
Employer Contribution ESIC	-	-
Mobile Reimbursement	-	-
TOTAL COST TO COMPANY	49,000.00	5,88,000.00
<i>* Tax, PF, PT as applicable would be deducted monthly</i>		
<i>* Performance Linked KRA would be based on target achievement and would be given Quarterly based on customer payment, however company reserves the right to deduct /forfeit in case of discipline issues.. Viz process not followed, regular reports not received...</i>		

05. Reporting

You will report to the Manager-in-charge and in his / her absence as directed to you from time to time.

06. Leave and working hours

You will be entitled for leave, as per the leave policy in force from time to time after completion of probation period. During the probationary period you are **not entitled for taking any leave**. Leave taken during the probationary period would incur the loss of salary for the number of days for which the leave is taken. You will be governed by the working hours applicable to your location of posting and you will be required to work additional hours as may be necessary for the effective execution of your responsibilities.

Accepted: _____

07. Transfer

You will be liable to transfer in such capacity as the Company may from time to time determine to any other location, department, establishment, or branch of the company or subsidiary, associate or affiliate of the company. In such case you will be governed by the terms and conditions of service applicable to the new assignment.

08. Travel

You will be required to undertake travel on Company work and you will be reimbursed travel expenses as per the company rules in force from time to time.

09. Training

Any external training received from/through the Company / Client / OEM shall be repayable by you with a training cost and 6 times the monthly salary, incase you leave the company within 12 months from the time of training received. The company reserves the right to claim the same from your final settlement.

10. Intellectual Property Ownership Rights

If you conceive any new or advanced methods of improving process/formulae/systems in relation to the operation of the company, such developments will be fully communicated to the company and will be and remain sole right/property of the Company. The company will have total rights on such Intellectual Properties. You cannot divulge these methods to the third party without the written consent of the proprietor.

11. Non Solicitation :

From the date of Termination/ Resignation, at least for 18 months you will not seek employment opportunities with our principal, customers and any other entity, with whom you had a business.

12. Code of Conduct :

You will be governed by the rules and regulations laid down in the employee handbook, Security Policy and any other policy / regulation as enforced, amended or altered from time to time during the course of your employment. All agreements, confidential and non-disclosure information, contracts, covenants and obligations entered into by the Company with any other person or entity is also binding on you.

Company may immediately terminate your services without any compensation or notice thereof, if you are in moral breach for the following reasons:

- Breach of company's standards with respect to integrity, ethics, honesty, sincerity and loss of confidence.

Accepted: _____

- Failure to follow the rules and regulations of the company or its clients.
- Any false or misrepresented information or any willfully suppressed material information.
- Guilty of moral turpitude or of dishonesty in dealing with company's material document or theft or misappropriation regardless of the value involved.
- Gross negligence or carelessness or inefficiency in performing your duties.
- If Company or its clients finds you to be inefficient and careless or guilty of misconduct, or acting against the interest of the company, willfully or due to negligence, carelessness, oversight or ignorance of the Company's policies and procedures.
- Involve third party to deal and negotiate on exit process.

13. Past Record

If any declaration given or furnished by you to the company proves to be false, or if you are found to have willfully suppressed any material information, your services are liable to be terminated.

14. Notice Period during Probation

During probationary period or before confirmation of employment, services are terminable by either party giving Ninety days (90 days) notice. Thirty Days (30 days) is mandatory and Sixty days (60 days) is waived off based on Management decision. Either party is not bound to give any reason thereof. The company reserves the right to pay or recover salary in lieu of notice period. Further, the company may at its discretion relieve you from such date as it may deem fit even before the expiry of the notice period with or without compensating for the unexpired period and is not bound to give any reason thereof.

15. Notice Period after completion of probation

This contract of employment after satisfactory completion of the probationary period and confirmation of employment in writing is terminable by either party giving 3 months (90 days) notice. Thirty Days (30 days) is mandatory and Sixty days (60 days) is waived off based on Management decision. Either party is not bound to give any reason thereof. The company reserves the right to pay or recover salary in lieu of notice period. Further, the company may at its discretion relieve you from such date as it may deem fit even before the expiry of the notice period with or without compensating for the unexpired period and is not bound to give any reason thereof.

16. On Separation

On acceptance of the separation notice, before you are relieved you will give to the Company all correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings, and you shall not make or retain any copies of these items.

The above terms and conditions are subject to Company Policy.

Accepted: _____

Please confirm that the above terms are acceptable to you and that you accept the offer of appointment by signing a copy of this letter of appointment. Kindly also sign the enclosed conflict of interest note.

For L A Technologies Pvt. Ltd.

**Thanks & Regards,
Mary Elizabeth
Head HR & Compliances**



Accepted: _____

I hereby confirm acceptance of the terms and conditions stated herein and confirm my date of joining as **25th June, 2018.**

Accepted: _____