

# **Appointment Letter**

15th September 2023

Dear, Ayush Yadav

We are pleased to appoint you employment with Kalari Infotech Pvt. Ltd. on the following terms and conditions:

Appointment You are being appointed the following Position: Frontend Developer

Date of Joining: You will join us on 02/10/2023

Please note that this offer of employment is subject to your providing documentary proof of your educational qualifications, last drawn salary, work testimonials if any, and is also conditional upon your being free from any contractual restrictions preventing you from accepting this offer or starting work on above mentioned date.

Remuneration: Your Annual Total Employment Cost to the company would be INR 7,20,000/-

"Your compensation is strictly confidential and should not be disclosed or discussed with your colleagues and or to anyone within or outside of the company. Violation of this will lead to termination of services.

Place/Transfer: Your present place of work will be at our client LRS Services Pvt. Ltd. 8th Floor Logix Cyber Park, Wing B, C-28/29, Sector 62, Noida, Uttar Pradesh - 201301 but during the course of the service, you shall be liable to be posted / transferred anywhere to serve any of the Company's Projects or any other establishment in India or outside, at the sole discretion of the Management.

## **Probation/Confirmation:**

- a) Your engagement will be governed by a contractual agreement spanning six months, effective from 2nd October 2023 to 31st March 2024, inclusive of a one-month probationary period designed for thorough performance evaluation.
- b) During the probation period your services can be terminated with Fifteen days' notice on either side and without any reasons whatsoever. If your services are found satisfactory during the probation period, you will be confirmed in the present position and thereafter your services can be terminated on one month's notice on either side.
- c) If you leave the company without completing your one-month notice period, then you have to pay one-month salary to the company as a one-month notice period cost.
- d) Absence for a continuous period of Seven days without prior approval of your superior, (including overstay on leave / training) would result in your losing your lien on the service and the same shall automatically come to an end without any notice or intimation.



e) During the probationary period, there will be no entitlement of any kind of leave.

#### **Working Hours:**

- a) The Company encourages a 5.5 days a week.
- b) The normal working hours from Monday to Saturday are 10:00 am to 06:30 Pm with 30 minutes' lunch break (1:30 Pm to 2:00 Pm). Employees need to complete 8 1/2 hours per day 10.00 am to 6:00 pm

#### **Late Comings:**

- 1. Grace time of 15 minutes for 3 days in a Month shall be accepted, after which it shall be treated as half day absence for every such late coming.
- 2. 90 minutes late after shift starts will be marked half day.

#### **Early Going:**

- 1. Grace time of 15 minutes for 3 days in a Month shall be accepted, after which it shall be treated as half day for every such early going.
- 2. 90 minutes early leaving before shift ends will be marked half day.

Leave: You will be eligible to the benefits of the Company's Leave Rules on your confirmation in the Company's Service.

1) 15 Earned / Privilege Leaves: 1.25 leave per month can be availed, have to be approved in advance. Can be taken at a stretch but needs to be informed at least 25 days prior so that the work does not suffer. This is a yearly leave option and can be enchased. Refer the terms point for clarification.

The firm's policy is to treat employees who are absent through illness in a fair and reasonable manner and, provided that certain conditions are met, to reduce concern regarding his/her continued employment and salary. In return we expect individuals to act responsibly regarding absences and to follow the procedures mentioned below.

## Half Day leave:

- For Half day leave employee must attend at least 4 working hours in between 10:00 am to 06:30 pm.
- Public Holidays
- Gazetted Holidays 12 per year. List 0f holidays would be shared or put up on the notice board
- Casual leave: 8 per year for all employees. Refer the terms of clarification for availing this leave
- Sick leave 6 per year for all employees. Refer the terms of clarification

# Terms of clarification\*\*\*\*

Casual leave condition - minimum half day to max 3 days at a stretch can be availed while sick leave can be availed at a stretch



- Earned can be accumulated for a period of 5 years and then can be availed as leave or enchased / Yearly enchasing of the earned leave can be opted.
- No overtime concept of working allowed

Unauthorized leave: Unauthorized leave could leave to deduction of Salary and /or deduction of accumulated leave from the concerned employees. This will also be reflected on the employee's record during appraisals.

Salary Disbursement: By 10<sup>th</sup> of every month the salary shall be credited.

Employees shall be covered under PF, Esi Rules as per law.

Travel Expenses: If any travel for work happens, then as per travel policy they shall be reimbursed.

Conflict of Interest: Directors /Senior Management/Employees on the board of the Company shall not engage in any business, relationship or activity, which may be in conflict of interest of the Company.

Conflict of interest occurs when there is interference of personal interest with the interest of the organization, Thereby, employees of the company shall not engage in any business, relationship, activity involves or appears to involve such conflict.

Rules: The company issues rules and procedures which it expects its employees to observe. You will be expected to be familiar with these rules and procedures and to comply with them.

Alterations: The above terms may be modified by the company from time to time in writing and such variations shall be binding on you.

Secrecy: You will be required to maintain utmost secrecy in respect of Project documents, commercial offer, design documents, Project cost & Estimation, Technology, Software packages license, Company's polices, Company's patterns & Trade Mark and Company's Human assets profile.

Termination: Your employment with the company is "at will" and is not for a specified term. During the period of employment, the company can terminate employment by giving a written notice or salary depending on your employment situation of the company. However, in the event of gross misconduct or breach of the terms and conditions, the company is entitled to terminate your employment with immediate effect. In this case the company may offset and/or withhold any payment made or due to you.

Full and Final Settlement: Full and final settlement is done only after 90 days when the employee leaves the organization.

Email/Internet Use: Only sites of Kalari Infotech Pvt. Ltd. should be visited. Browsing of non-work related websites or downloading of non-work related files and emails is discouraged. You currently have

access to all social networking sites but in no way it should affect your work. Please use your best efforts to ensure that your use:

- Does not negatively impact upon your work performance or that of others.
- Does not damage the reputation or operations of Kalari Infotech Pvt. Ltd.



- Violate any act of parliament or laws and or,
- Result in your private gain.

**Privacy:** Any of our technical or other important information which might come into your possession during the continuance of your service with us shall not be disclosed, divulged or made public by you even thereafter.

Please note that you will be responsible for safekeeping and return in good condition and order of all Company property, which may be in your use, custody or charge.

This appointment letter is being issued to you on the basis of the information and particulars furnished by you in your application (including bio-data), at the time of your interview and subsequent discussions. If it transpires that you have made a false statement (or have not disclosed a material fact) resulting in your being offered this appointment, the Management may take such action as it deems fit in its sole discretion, including termination of your employment.

Kalari Infotech Pvt. Ltd., at any time, review emails, intercept, assesses and discloses internet usage.

If at any time in our opinion, which is final in this matter you are found non-performer or guilty of fraud, dishonest, disobedience, disorderly behavior, negligence, indiscipline, absence from duty without permission or any other conduct considered by us deterrent to our interest or of violation of one or more terms of this letter, your services may be terminated without notice and on account of reason of any of the acts or omission the company shall be entitled to recover the damages from you.

#### Acceptance of terms of employment

Please sign and return to the undersigned the duplicate copy of this letter signifying your acceptance. We welcome you to Kalari Infotech Pvt. Ltd. family and look forward to a fruitful collaboration.

With best wishes Kalari Infotech Pvt. Ltd.

Regards, Sushil Kumar Director

Application to sign below

Name: Ayush Yadav Date: 15-08-2023