

Appointment Letter

KISPL/HR/2018-19/30355

Date: 03th December 2018

To,
Ms. Rekha Bhausahab Nirgude

Ref: Our Job Offer Letter dated **01st November 2018** duly received, acknowledged & accepted by you.

Sub: Letter of Appointment

With reference to the above you are hereby appointed in **Krios Info solutions Pvt Ltd** for the post of **Dot Net Developer** & with effect from **03th December 2018** on the following terms & conditions.

1. APPOINTMENT:-

- a) **Nature of Post:-**You will be appointed as **Dot Net Developer** in **Krios Info Solutions Pvt. Ltd.**
- b) **Nature of Duties:- Your Deputation would depend upon the following terms:-**
 - b.1)** if you will be deputed at our client's establishment to render software development services and other services incidental there to, or connected therewith then the period shall depend upon the requirement of the client. On completion of task at the client's site, you may be sent to another site of a different or same client. You are applicable for both client's as well as Krios terms and conditions.
 - b.2)** If you will be deputed at Krios site then you are applicable for all Krios terms and conditions.
- c) You have to join the services from **03th December 2018** failing which this Appointment Letter shall be treated as cancelled and will become invalid / Inoperative.
- d) You will work within the framework of organizational structure/ management from time to time. That you will work as per the rules as decided by Management from Time to Time.
- e) That you have read all the Terms and Conditions of the Job offer Letter and this Appointment Letter and upon understanding the same you have acknowledged the same with Your Free Will, Wish and Consent.

2. Age Of Superannuation:-

The age of your retirement/ superannuation shall be 60 years subject to your physical, mental fitness. In case due to exigencies of work & depending upon the business requirement of the Company you are allowed to continue in the employment of the Company even thereafter either expressly or impliedly, then your services shall come to an end anytime without any prior notice or without assigning any reason at the discretion of the Management.

3. Probation Period:-

You will be on Probation for a period of 6 months from the date of Employment i.e. **03th December 2018**. If your Performance is satisfactory, you will be confirmed by means of Confirmation Letter. That unless and until said Confirmation Letter is not issued to You, You shall not deemed to be confirmed. That during the time of Probation Period if You fail to provide satisfactory Performance , the management has the right to terminate Your Probation at any point of time without giving You any Notice or payment in lieu of Notice. That upon completion of Probation of 6 months if you are not provided Confirmation Letter, the Relation between You and Krios Info solutions Pvt Ltd will be terminated automatically. That further if you are provided Confirmation Letter and if you accept it you won't be allowed to resign from job for at least 2 Months or similar amount of Your Wages and Loss incurred by Organization in that situation will be recovered from you.

4. Annual Salary:-

- a) You shall be paid a Fixed Consolidated Annual CTC of **Rs.216000/- (Rupees Two Lakh(s) Sixteen Thousand Only/-)** inclusive of all allowances in **Annexure A**.
- b) All Payment to you under the term of employment is subject to deduction at source under the income tax. Your salary will be credited on the **7th of each month**.
- c) That, the Management can Revise / Review your above Salary Structure as & when deem necessary & required at its sole discretion, as Per Your Performance and also as Per Company's Policy.
- d) Your annual increment/ promotion/transfer will depend upon or the same shall be exclusive discretionary power of management depending upon your efficiency, intelligence, regular attendance, sense of discipline, loyalty sense of honor and good behavior and also subject to the prosperity, growth and development of the Company. Therefore the same should not be considered by way of your right.
- e) That Management of The Krios Info solutions Pvt Ltd reserves right to make such deductions from your salary as framed either by Companies Policy or as may be under Statutory Law as Applicable.

- f) That you shall participate in company's Provident Fund Scheme as per rules and policies as Applicable. That the management of Krios Info solutions Pvt Ltd will have the right to deduct the Employees Provident Fund (Employee Contribution) from Your Said Consolidated Salary and all such other Deductions as may be required under the Law.

5. Place of Work:-

Your work Place shall be **Mahindra & Mahindra, Gate No 4, Automotive division, Akurli road, Kandivalli East, Mumbai 400101.**

6. Working Hours:-

- a) That you're working Hours will be from 08.45 am in the Morning to 6.00 pm in the evening and there will be a Lunch Break from 1.00 PM to 1.45 PM. That you shall report for duty on time. That if you are late for 3 days in a Month, Your Half day's Payment will be deducted by the Management of Krios Info solutions Pvt Ltd. That if it is found by the Management of Krios Info solutions Pvt Ltd that you have a repetitive Habit of Coming Late to work, on subsequent Occasions, Your 1 week salary will be deducted by the Management. That you will have 15 minutes of Grace period for reporting to duty, however above that will be counted as Late. That further if You Report for duty on or after 10.30 am, Management reserves the right to deduct Your Half Day Salary/ Wages.
- b) That depending on the emergency and exigencies of Work You may be required to be work for more than abovementioned working hours including Late Night Working Hours.

7. Weekly Off / Weekly Holiday's:-

- a) Second Saturday of each Month is working. Rest of all Saturday shall be Holiday..
- b) Sunday of each Month shall be Weekly Off.

8. Transfer:-

- a. That the Management of Krios Info solutions Pvt Ltd reserves the right to Transfer Your Services from one Place to another Place or at a Place where the Krios Info solutions Pvt Ltd has taken up a Project.
- b. That your services can be transferred or shifted from one section to other section or from one department to other department as & when deem necessary & required without any prior notice or compensation at the sole discretion of Management.
- c. Further depending upon the business requirement & necessity of our Company & for the survival, growth & development of the Company your Services can be/maybe/shall be transferred from this Organization to our any associate / Sister organization in India, sister concern, parent company on same pay, terms &

conditions without any extra Salary or Allowance or Compensation by giving 14 days' Notice in advance & in that event you are required to join the duty at the place of transfer & in case if you do not do so, you shall not be entitled for Payment of any further Salary after expiry of said 14 days' Notice time.

- d. That for Companies work or in connection with the work of Company it is your Service condition you will have to travel to any part of India or you may be sent on deputation for Official work as & when deemed necessary & required.

9. Address of Correspondence:-

For service of any communication/correspondence you're above Mentioned Address or any other last known address as available with the management of Krios Info solutions Pvt Ltd shall be considered as valid & binding upon you. Therefore in the matter of change of your present/ local address, you will have to inform immediately within **48** hours your new local address failing which the communication forwarded to your previous local address shall be deemed to serve upon you.

10. Email Address and Mobile Number:-

The Email Address and Mobile Number as given by you in Your Application / Resume shall be considered as Your Email Address and Mobile Number. Therefore in the matter of change of your Email Address and mobile Number, you will have to inform immediately within **48** hours your new Email Address or Mobile Number as the case may be, failing which the communication forwarded to your previous Email address or any contact done on your said Mobile Number shall be deemed to serve upon you.

11. Leave:-

- a) That You will be entitled to Leave in a Year as Applicable to Your Designation, Post, etc. subject to the same shall be availed by You only after written Application for the Leave to the Management of Krios Info solutions Pvt Ltd and sanction of the same from the Management of Krios Info solutions Pvt Ltd.
- b) That the Management of Krios reserves the right to Sanction or not the Leave.
- c) That no paid Medical Leave will be allowed without producing Medical Certificate from a Registered Medical Practitioner having a minimum Qualification of MBBS.
- d) That the management of Krios Info solutions Pvt Ltd reserves the right to deduct Your Salary / Wages for the absenteeism on the days of Unsanctioned or Unauthorized Leave.
- e) Granting of Leave or sanctioning of the Leave or availing of the Leave should not be considered by way of your right but the same shall depend on the exigencies of

work/ availability of work & depending upon manpower requirement on any particular day.

- f) That Management of Krios Info solutions Pvt Ltd reserves the right to cancel the sanctioned Leave as well subject to exigencies and emergency of work and in that situation you shall report to duty on time.
- g) That you shall not be entitled to any continuous leaves of more than two days without prior written permission of management.
- h) That You shall not be entitled to any Sandwich Leaves on Friday, Saturdays and Monday under any situation or circumstances without prior written permission of management.
- i) That you shall not be entitled or eligible for any compensatory Holiday or Compensatory Leave.
- j) In Probation Period you are not applicable for paid leaves. If you take any leave then it would be unpaid.
- k) After completion of probation period, you will be entitled for 12 paid leaves per financial Year which shall be calculated Based on the Date of Completion of Probation Period & Your Attendance for the Period.

12. Your Responsibilities:-

- a) You will work under such senior person as may be decided upon by the management from time to time honestly, efficiently & faithfully. You shall work diligently and satisfactorily carry out instructions given to you by your superiors in connection with the work assigned to you to the best of your skill, ability.
- b) Experience, knowledge & information so as to achieve management's goal & target.
- c) You will be expected to work extra hours to achieve the deadline of respected work whenever so required.
- d) You will devote your whole time to the work of the organization and will not engage yourself directly or indirectly either honorary or on remuneration in any service, trade, business, vocation, occupation or profession (including agency of an Insurance Company or in advisory capacity).
- e) You will be bound to follow all the Rules & Regulations & Policies of the Organization which are in- force as on date or which may be amended, altered or modified from time to time & your Services shall be governed as per the Law which are applicable to Krios Info solutions Pvt Ltd.
- f) In Krios Info solutions Pvt Ltd you are not allowed to engage in activities that have or will have an adverse impact on the reputation / image of business of Krios Info solutions Pvt Ltd, whether directly or indirectly.
- g) That you during the Continuance of Employment / Services in Krios Info solutions Pvt Ltd shall behave in a Proper & a decent way with Your Colleagues, Senior Management, clients and all other people associated with Krios Info solutions Pvt

Ltd. That you shall not indulge in any act which is a Crime under the Statutory Law of India. That you shall do Your Work with utmost discipline.

- h) You are expected to comply with the policies of the company including the Information Security Policy and other policies as they form an integral part of the terms of employment with Krios Info solutions Pvt Ltd. Consequently, you are required to understand the scope and intent behind the policies and to comply with the same. These Policies are updated / modified on a periodic basis and new policies may be introduced from time to time. Whenever it happens, the Company will notify you and you will be required to comply with the same.
- i) You will be responsible for safekeeping of all company property, which may be in your use, custody or charge and any damage to the same due to Your Negligence will invoke the right of Management to reimburse the expense of Repair or Replacement as the case may be from Your Salary.

13. Indemnity by You / Your Duties:-

- a) You shall maintain secrecy in the matter of day to day work assigned & completed by you & you shall not, during the tenure of your service, or even otherwise or thereafter discuss about the technical know-how, business secrets, trade, business, & any information pertaining to the ideas of the Organization to any outsider or to any other agency either through public literature, media, or conference or press note. Therefore all the information derived by you during the course of your employment shall be kept & treated as totally secret & confidential.
- b) You are required to engage yourself exclusively in the assigned work by Krios Info solutions Pvt Ltd and shall not take up any independent or individual assignments directly or indirectly without the written consent of Management.
- c) That during the course of your employment/ during the tenure of your service whatever invention, research, development, skill, technical know-how derived & made by you shall be considered as an exclusive property, propriety & trademark/ patent of the Company & which you will not be permitted to Lease, Hire, Sale to any outside agency or authority either during your employment or otherwise.
- d) You shall ensure that you are not directly or indirectly involved in any of the Matter/affair/subject matter Clause, which shall be in conflict with interests of Krios Info solutions Pvt Ltd.
- e) If you are found building any connection with other competitor, supplier or customer then you will be terminated without any prior notice. And also direct/ legal action will be taken on this, and, whatever loss occurred by your employment to the company that will be recovered by you. That this is agreed and accepted by you.
- f) You shall not influence any customer or vendor of Krios Info solutions Pvt Ltd to move his existing business from Krios Info solutions Pvt Ltd to third party/other competitor or to terminate his business relationship with Krios Info solutions Pvt Ltd then legal action

will be taken against you and will be terminated from the employment without any prior notice and whatever loss occurred by your employment to the company will be recovered by you.

- g) During your employment with Krios Info solutions Pvt Ltd you should not influence or encourage any existing employee to become associated with, or perform services of any type for any third party.
- h) You won't be allowed to resign from the organization till the given task or project assign to you until its completion. If any, than your employment terms may be specifically enforced legally if required.

14. Confidentiality :-

- a) During your employment with Krios Info solutions Pvt Ltd, you will be expected not to use or disclose any confidential information of the company to the individual/ third party/other competitor, if found direct action will be taken against you and will be terminated directly without any prior intimation, and whatever loss occurred to the company will be recovered by you. Therefore, please ensure that you maintain all Confidential Information (as defined from time to time in the Confidentiality Policy of the Company) and shall not use or reveal or disclose any Such Confidential Information except as may be required under obligation of law or as may require by Krios Info solutions Pvt Ltd and in the course of your employment.
- i) You will not use or disclose any information regarding trade secrets of any former employer or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreement that would prevent you from working without limitation for Krios Info solutions Pvt Ltd.
- j) That you shall be expected to not use the said Information Personally and start a Parallel Rival Business.
- k) That after acceptance of Your Resignation or after Your Termination from the Krios Info solutions Pvt Ltd You shall not discuss , disclose, share, sell, gift or do any other act by which documents, contracts, agreements , papers , Quotations, Bills, Client Database are shared or Leaked with any other Rival Organization or any other person or institution.

15 Miscellaneous:-

- a) The School Leaving Certificate/ The SSC/HSC Certificate produced by you while seeking Employment with the Company shall be only considered as your correct date of birth mentioned therein, for all purpose & intent while preparing & maintaining official record of the Company.
- b) That merely attending the Company & marking attendance will not entitle you to all your requisite Wages / Salary for that day of the month, unless & until you have

worked/ put in work efficiently, honestly, sincerely & diligently by fulfilling management norms, targets & work assign to you by your superiors & therefore in the matter of willful slowing down in day to day work or willful go slow tactics or go slow in work, your pro rata Salary/ Wages shall be deducted as the case may be & in the matter of leaving your place of work without any prior permission or sanction or for improper, unjustified and invalid reason you shall not be paid any Wages/ Salary for the time you were away from the work on a well-established principle of "No Work No Pay".

- c) That the information supplied by you/ stated by you in your Application for employment or while filing the Company prescribed Employment Form & the documents & papers including copies of Mark-sheet & Certificate produced by you while seeking the Employment of the Company, if at any stage of your Employment found incorrect, false, fabricated, manipulated, untrue then in all such event the Management reserves its right to terminate your services without payment of any compensation, notice pay.
- d) You indemnify that you are not prevented by a court or by any other administrative or judicial order from providing the services required under this agreement. In the event that you are not citizens of the country of posting, you should have a valid work permit to work in the country of posting. That you also indemnify that no any Legal Case / Suite / Complaint is pending on you.
- e) That during your service period at any time if your work character and/or conduct are found to be unsatisfactory of which the company shall be the sole judge, the Company shall have the right to terminate your services forthwith and in that case, you shall not be entitled to any notice/pay or damage.
- f) Your unauthorized absence for a continuous period of 8 days (including absence when leave though applied for but not granted) or overstay for a period of 8 days without informing the management then it would make you lose your lien on the job and your services shall automatically come to an end without any prior notice or intimation to you by the Management in writing but you shall be liable to pay Two month's salary and You shall also be Liable to pay the Loss as Occurred to the Organization due to Your said Unauthorized absenteeism and absconding.
- g) If at any time, in our opinion, which is final in this matter, you are found guilty of dishonesty, disobedient, disorderly behavior, negligence in discipline, absence from duty without permission and/or any other conduct considered to be detrimental to the interest of the organization or violation of one or more terms of this letter, your services are liable to be terminated without notice and also without payment in Lieu of Notice.

16 Termination:-

- a) Your services are liable to terminated immediately without giving any advance notice or pay in lieu of notice. That if Your services are terminated on the ground of any Disciplinary action or misconduct on Your Behalf, then in such situation the

Management of Krios Info solutions Pvt Ltd reserves the right to take appropriate Legal Action against You for the Loss faced to the company.

- b) That in case of termination of your Service for what so ever the reason may be or if you leave the service of the Company at any time, then it will be your prime responsibility & duty to return to the Company all its assets, property or things belonging to the Company & produce a Clearance Certificate in the matter there of & only then your full & final settlement of accounts shall be prepared & cleared.

17. Notice Period:-

- a) Similarly if you desire to leave / Resign from the Company you shall be required to give 60 days' advance notice after confirmation & 30 Day's within your Probation Period to the Company failing which a 30 or 60 days' pay as the case may be shall be recovered from you while preparing your full & final settlement of Accounts by the Company & the Company can also file a Case for the recovery of the same. That Your Resignation may be postponed until the date of Completion of Project on which you are earning. After Confirmation That Your Notice Period shall be 60 days or Completion of Project on which you are working whichever is Later. That if You Leave the organization without serving Notice Period of 60 days or Completion of Project on which You are working whichever is Later, Management of Krios Info Solutions shall have the right to recover the same Loss from You by filing a Case before competent Court at Nashik/Pune.
- b) That unless the resignation is approved the Services will not stand Resigned. That You can make a Resignation Application only from Your registered Email address as You have furnished with us and You also will be under obligation to deliver a copy of the same Resignation Application in Hard Copy as well by personally coming to Your abovementioned place of work, only then it may be considered for acceptance.
- c) Notice period may differ according to the project on which you are working or as per Your Designation. You have to complete whole project on which you are working then only will get relieving Letter from your employment.
- d) If you take any kind of leave during your notice period then your notice period will extend according to that.
- e) That as You Get promotion in the organization, your notice Period will change depending on Level of Your designation.
- f) That If You Leave the organization without the said clause completing the Formalities in point the management reserves the right :
 - a) To not give You Experience Letter.
 - b) To deduct Your Two Months of Salary & to recover from You the Loss or Cost of Project on which You are working same from You by filing Case / Suite Against You at Nashik/Pune Court.
 - c) To Recover the Loss as Faced by Management / Organization / Krios Info solutions Pvt Ltd due to said Act.

18. Jurisdiction:-

That all the disputes as may be initiated against Krios Info solutions Pvt Ltd as well as all the Disputes as may be initiated by Krios Info solutions Pvt Ltd shall be subject to Jurisdiction in court of Law at Nashik/Pune.

15. Material and Breach:-

That all the Clauses of this Appointment Letter are material and breach of any of the clauses shall render You Liable to the extent of Loss faced by Management, under the statutory law as Applicable.

16. Personal Pen Drive, Mobile Phone and other Compatible Devices:-

You are not allowed to carry on Job Your Personal Pen Drive, Hard Disk, CD, and DVD, Mobile Phone or other Compatible devices. That you shall also not in any way transfer any data / Project / Research of the Krios Info solutions Pvt Ltd to any other Source / Device / Destination.

For Krios Info solutions Pvt. Ltd.



(Mr.Yogesh Daspute)

(Mr. Pranav Joshi)

Director


I have read, received the copy of this Letter & understood the contents thereof & accept the same.

Name of the Employee:
Ms. Rekha Bhausaheb Nirgude

Date: - 03th December 2018

Signature

Annexure A

Name :-	Rekha Bhausahab Nirgude	
Designation :-	Dot Net Developer	
Pay Heads	Per Month	Per Year
Earnings		
Basic + DA	7200.00	86400.00
Fixed HRA	4320.00	51840.00
Fix Education	720.00	8640.00
Fixed Travel & Conveyance	1080.00	12960.00
Fixed Medical Allowance	1250.00	15000.00
Special Allowance	1332.00	15984.00
Personal Allowance	888.00	10656.00
(A) Total Gross	16790.00	201480.00
Deduction		
Provident Fund	864.00	10368.00
(B) Total Deductions	864.00	10368.00
(A)-(B) Net Take Home	15926.00	191112
Outside Payroll Benefits		
PF Contribution	264.00	3168.00
Pension Contribution	600.00	7200.00
Gratuity Contribution	346.00	4152.00
(C) Total Outside Payroll Benefits	1210.00	14520.00
(A+C) Cost To Company	18000.00	216000.00
<div> <div>For Krios Info Solution Pvt Ltd</div> <div>  </div> <div> <div>Accepted By</div> <div>Signature</div> <div>Rekha Bhausahab Nirgude</div> </div> <div> <div>Authorised Signatory</div> <div>Director</div> </div> </div>		
Note:-TDS & Professional Tax will be deducted as per government rules.		