

To **Mr. Pushkaraj Lolusare**

Date: 17/05/2023

Sub: Letter of Appointment

Congratulation,

We are pleased to appoint you as a **NodeJs Developer** in our establishment with effect from **May 18th, 2023**, with the following terms and conditions.

Joining Information:

- ✓ Your posting will be at Ahmedabad (Gujarat, India). However, during your employment with the company, you may be posted/transferred to any of the offices/projects/ divisions/ departments/units of the Company existing or to be set up at any other location in India or abroad, with or without any additional remuneration.
- ✓ You will be paid a salary of **3,18,000/- Annual Salary (Three Lakh Eighteen Thousand Only)** annually, this is subject to revision on the basis of your individual and company performance. **The training period will be of 15 days unpaid and we can extend it if we feel it is required.**
- ✓ If any employee joins between 1-15th of the month they are eligible for performance review on the same month next year. The same calculation will be applicable for Security deposit.

Employee Registration:

- ✓ You will be on probation for a period of **4 months**. Your probation may be reduced or extended at the sole discretion of company management. During the period of probation, the company, without any notice, without any notice pay, and without assigning any reason whatsoever can terminate the appointment. In the probation period, you are required to give a **Two-month** notice in writing or pay in lieu of the notice period. Once the probation period is over, you may be entitled for other benefits such as paid leaves, insurance policies, rewards, cash offers and etc. that company may provide. Also, you need to follow Employee registration process in which you can select any one option below:
 - i) Submit two original documents (Id proof & last education certificate)
 - OR
 - ii) Your first salary 50% amount would be as a security deposit.
- ✓ If you have selected option 1. submit two original documents and you have not submitted the documents, then your second option will be activated by default.

Appraisal:

- ✓ Your increments and prospects in the company shall entirely depend on your Appraisal. The appraisal depends on efficiency, hard work, regularity in attendance, sincerity, good conduct, company performance, and other relevant factors as adjudged by the management. Generally, an employee's performance is reviewed once a year. Any action arising out of this review is solely at the discretion of the management.

Leave Policy:

✓ After a Probation Period of 4 months, the employee is eligible for 18 Paid leaves in a year (Employee will get 1 leave every month), 3 Casual Leave, And 3 Sick Leave Yearly (Medical certificate Mandatory). It will not be carry-forward for the next year. This leave should not be taken on Friday and Monday, if any employee takes it will count as a sandwich leave.

Notice Period/Termination/Retirement Policy:

- ✓ During the notice period, the employee can't take any paid leave. In case of emergency, employee takes any leave then relieving date must be extended by those leave days.
- ✓ Your services shall be liable to be terminated at any time, in case of breach of the below conditions, you shall be liable, in addition to termination of services to pay damage to the extent of loss suffered by the company, to the extent of goodwill valuation as well. In case of default, the company shall be entitled to withhold and appropriate your salary and other monetary benefits due to you till such times as the said amount is fully recovered. In spite of such appropriation, if any amount remains to be recovered, the same shall be payable by you to the company.
 - i) If you are found to be medically unfit, OR
 - ii) If you remain absent due to continued ill health without approval from the company. OR
 - iii) By the establishment at any time, if you are indulged in acts of insubordination, interference, corrupt practices, any misconduct, breach of trust, or non-compliance with the administrative orders or provision of rules.
 - Or
 - V) By the establishment at any time, if it has been found that the declaration or information including that given in seeking employment furnished by you found false and/or misleading and/or found that you had willfully suppressed any information to the company.
 - Or
 - vi) By the establishment at any time if you are declared insolvent or convicted of any offence involving any moral turpitude or found. Suspected of fraud or misappropriation of money or

other assets of the company as well as anywhere else convicted as guilty of any fraud, declared insolvent, and convicted of any offence involving moral turpitude and financial frauds or misappropriation under any law of the state

- ✓ You will automatically retire from the service of the company on attaining the superannuating age of 58 years.
 - a. You shall also be governed with the terms and conditions stipulated in your “Employee Non-Disclosure Agreement”
 - b. “Client Information Non-Disclosure Agreement”
 - c. Any other and new Agreements, Legal papers, and Legal bonds that you sign from time to time with the company in the future.

Acceptance:

- ✓ You are expected to serve the company, depending upon the project needs, during non-office hours upon request.
- ✓ The day on which you observe the weekly off may be changed depending upon the change in business models, clients, and change in company policies or for any other reasons whatsoever.
- ✓ You will not (except in the normal course of the establishment’s business) publish any article or statement, deliver any lecture or broadcast or make any communication to the press, including magazine publication relating to the company's business or to any matter with which the establishment may be concerned, unless you have previously applied to and obtained the written permission from the establishment.
- ✓ You will be required to maintain utmost secrecy in respect of project documents, commercial offers, design documents, project cost estimation, technology, Software packages licenses, company's policies, discovery, Patents, Trademarks, Human assets and so on.
- ✓ You will not contact any client of the company / employer for your personal reasons, personal business or any other purpose in future without written permission from the company.
- ✓ Any employee can’t directly or indirectly accept any gifts/ present/ favors / travel/ incentives / cash / rewards, personal offering etc. from clients or client’s companies or any of their subsidiaries without prior permission of management.
- ✓ Your services will be governed by the Rules and Regulations of the establishment as may be in force from time to time.

Damages:

- ✓ The company is engaged in the business of Information Technology (IT) Services & Software solutions of various types and has tie up with the various IT Company's technology providers across the world. During your tenure of service, you will be imparted training to suit our requirement to handle our projects independently. If you breach the terms and conditions of service agreement you shall be responsible to pay liquidator damages as well as losses suffered by Company and Client Company, failing which the company may take all the legal remedies against you.
- ✓ In case of any dispute, Ahmedabad, Gujarat, India is the applicable jurisdiction. I.e. Ahmedabad will be considered as place where cause of action shall be deemed to have arisen.

OTHER TERMS AND CONDITIONS:

- i) It is clearly understood that your responsibility will include **NodeJs Developer** and incidental supervisory function.
- ii) The appointment is further subject to the production of the following certificates in original:
 - a) Degree/Diploma/Secondary School Leaving or equivalent educational qualifications with mark sheets.
 - b) MedicalFitnessCertificatefromaregisteredmedicalpractitioner.
 - c) RelievingLetterfromyourpastemployeesifapplicable.
 - d) MedicalFitnessCertificatefromaregisteredmedicalpractitioner.
 - e) RelievingLetterfromyourpastemployeesifapplicable.
- iii) You shall devote your whole time and attention to the work of the establishment and shall not engage in or occupy yourself with any other work or take up the services of any other company or carry on any business on your own accord.
- iv) You shall be fully responsible for timely compliance of all applicable statutes, laws, rules, and regulations, procedures of central/state government, semi government, autonomous/appropriate authorities/bodies and institutions that may be required by your position at any given point of time.
- v) Your designation, places or posting, assignment of duties, job content, etc. are liable to be changed from time to time at the discretion of the company.
- vi) In case of your leaving the job or termination of the same in any way, your final accounts including terminal or retrial benefits can only be settled after you handover the charge to the person nominated by the company and deliver to him all

documents, correspondence information, notices, goods, stores, property, money and other various materials supplied to you by the company in the proper way suggested by us, failing this, the company shall have right to withhold payment of your final dues.

- vii) The company may at its discretion consider re-organization of the salary structure and other service conditions of the employees on the basis that the earlier gross emoluments earned by the employees are protected.
- viii) That the address given by you in your application will be deemed to be your correct address. In case of any change, you would inform the company within 24 hours in writing of such a change. Any communication sent to you at your latest known address will amount to a due notice to you.
- ix) You will undergo at any time as desired by the company for medical examination by Medical Officer nominated/appointed by the company or for any test.
- x) You will provide Two-month notice in writing or pay in lieu thereof subject to fulfillment of all agreements, legal bonds that you may have signed with the company other than the letter of appointment. Notice period shortfall payout option is solely at the discretion of the company management. i.e. if company management decides to go for the completion of required notice period then you cannot opt for notice period payout option.
- xi) If any employee resigns before the maturity date of his/her security deposit, they are not eligible for 1 month's retention loyalty bonus.
- xii) To get the relieving and experience letter on resigning, the employees should fulfill the given notice period as per their employee agreement.
- xiii) You agree and undertake to indemnify the company against all claims, legal fees and any other costs that might incur related to or arising upon any breach of the service agreement.
- xiv) It is expected that you do not use your personal mobile devices including but not limited to cell phones, tablets and so on during the office hours. However, use of mobile devices may be allowed if the company management sees it appropriate.
- xv) Unless you have been given authority in writing, you shall not sign any letter and/or document, legal or otherwise, or commit the company in any manner whatsoever.
- xvi) That you shall take due care of the papers, files, documents, materials, source code, books, e-books, software etc. which may be handled by you in connection with your work and the said documents or any other tangible and intangible articles belonging to the establishment shall not be taken out of the office without prior permission of the Superior concerned.

- xvii) At all stages, your salary and other benefits or remuneration will be subject to tax and other deductions enforced by the Government from time to time.
- xviii) You shall exercise and perform all such duties as may be required to perform by the establishment and exercise such powers as may from time to time be assigned to you or vested in you by the company.
- xix) You are permitted to enter office premises and move around in connection with discharging your work during the allocated period. This freedom to enter and move around should not be construed for any other purposes.
- xx) In the event of company providing, your opportunity to work in one of the offices either owned by the company or at a client's place or otherwise, you are expected to give an written undertaking to serve the company for select period as agreed upon. You may be required to sign separate, specific agreements for the same.
- xxi) If required, you shall also have to work at client location as per the instructions of client as well as Company
- xxii) You will be entitled for gratuity as per the provisions of the Payment of Gratuity Act, 1972.
- xxiii) Please note that your compensation package is strictly personal and confidential to you and you are therefore advised not to divulge the same.

Employee confidentiality policy of AP-GROUP

We designed our **company confidentiality policy** to explain how we expect our employees to treat confidential information. We want to make assure that the company's data should be well protected.

This policy affects all employees who may access confidential data. Confidential and proprietary information is secret, valuable, expensive and/or easily replicated.

Some confidential information are:

- Data of Clients/Partner.
- Patents and formula of new technology.
- Data entrusted to our company by external parties.

To protect company's confidential data that will be disclosed during employment, the employee agrees as follows:

1. Employee will hold the Confidential Information received from **AP-GROUP** in strict confidence and will exercise a reasonable degree of care to prevent disclosure to others.

2. Employee will not disclose or divulge either directly or indirectly the Confidential Information to others unless first authorized to do so in writing by **AP-GROUP** management.
3. **AP-GROUP** reserves the right to take disciplinary action, up to and including termination, for violations of this agreement in addition to pursuing civil or criminal penalties.
4. Confidential information must not be replicated and stored on insecure devices.

Breach of Confidentiality

Breach of confidentiality occurs when someone intentionally or unintentionally discloses the information given to him/her in confidence. When you agree to keep something private, you will be responsible for its violation.

The duty of confidentiality is always subject to the legal requirements of the Public Disclosure Act 1998, provided any disclosure is made in accordance with the provisions of this Act.

Employees must surrender all documents, drawings, and information to the Company upon termination or employment or at any time upon the request of their Supervisor. Lock or secure confidential information always.

Keep confidential documents inside our company's premises unless it's necessary to move them.

These restrictions will continue to apply even after the employee has stopped working for the Organization.

If the above terms and conditions are acceptable to you, please return Duplicate copy of the appointment letter duly signed by you. You are appointed on the stipulated terms and conditions stated above that you accept, and the company will be at liberty to invoke the aforesaid clauses for the purposes stated in the respective clauses.

Thanking you,
Yours faithfully

**For,
Authorized Signatory,**

I accept,

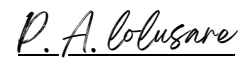
Employee Name

ANNEXURE – I
Compensation and Benefits Structure
Salary 26,500/- per month. 3,18,000/- p.a.
Salary Structure

Particulars	Amount (in Rs.)	
	Monthly	Annual
Basic Salary (M)	26,500/-	3,18,000/-
Performance Allowance (A)		
Behavior Allowance (M)		
Attendance Allowance (M)		
Attitude Bonus (A)		
Cash Bonus (M)		
Attire Allowance (M)		
Total Earnings		
Deductions		
Provident Fund (Employee's Contribution)	N.A.	N.A.
TDS	N.A.	N.A.
Profession Tax	N.A.	N.A.
A) Security Deposit (Employee Registration Dedicated of 50% from the first month of Salary only).	AORB	
B) Submit two original documents		
Documents	Yes	
Total Deduction		
Take Home Salary		
ESI (Employer's Contribution)	N.A.	N.A.
Retirement & Other Benefits	N.A.	N.A.
CTC (Cost to the Company)	26,500/-	3,18,000/-

Kindly sign and return the duplicate of this letter as a token of your acceptance. For,

Company Name AP-
GROUP
Authorized
Signatory, Name:
Akash Panchal

I accept,


Employee Name