

BIL-BLR/HR/OF/5999

Emp. Code: BIL4136

CONFIDENTIAL
30-Jul- 2020

Mr. Prashant Kinagi
Kinagi Building,
#337/3, Ramamandira Road,
Matapati Galli, Bijapur,
Karnataka – 586101.

Subject: Appointment for the position of **Sr. Software Test Engineer**

Dear Prashant,

Further to the Letter of Intent issued to you and accepted by you, we are pleased to appoint you as **Sr. Software Test Engineer** in our organization on the following terms and conditions. Please accept our heartiest congratulations.

1. REMUNERATION

You will be entitled to salary and allowances as mentioned below:

- | | |
|---------------------------|-----------------------|
| • Basic Salary | : Rs.18,000 Per month |
| • HRA | : Rs.9,000 Per month |
| • Conveyance Allowance | : Rs.4,000 Per month |
| • Advance Bonus Payout | : Rs.1,400 Per month |
| • MGB | : Rs.12,892 Per month |
| • Project Based Allowance | : Rs.30,000 Per month |

Total : Rs.75,292 Per month.

You will also be entitled for Provident Fund and Performance Bonus benefits as per the rules of the company.

2. EFFECTIVE DATE

This appointment shall take effect from the date you join duty on **30-Jul-2020**.

3. PROBATION

You will be on probation for a period of six months, which may be extended by another three months at the sole discretion of the management. On satisfactory completion of probation period/extended probation period you shall be confirmed in writing. Till such time that you are confirmed in writing, you shall continue to be on probation.

4. NOTICE PERIOD

Your employment with the organization can be terminated by either side by giving 30 days of notice. On receiving notice, the company may at its discretion relieve you before expiry of the notice period and is not bound to give any reason thereof. Under such circumstances, based on prior approval, the Basic salary will be paid during the period under notice for 30 days or for the remaining period under notice considering the date on which the information was shared to the employee.

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5. POSTING

Your initial posting will be on a project at our Client side. During your employment with the company you will be liable to be transferred or deputed to any of the offices/departments of the Company/ Associate/Group Companies whether anywhere in India or abroad on the same or similar terms and conditions of the employment. In such case, you will be governed by the terms and conditions of service applicable to the new assignment.

6. LEAVE AND WORKING HOURS

You will be entitled for leave, as per the leave policy in force from time to time and they are to be taken in consultation with your manager's and peer's.

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 efficient execution of your responsibilities.

7. RULES AND REGULATIONS

During your employment with the company, you will be governed by the service rules and regulations of the company in force and or as introduced or amended from time to time.

8. SECRECY

You are required not to divulge, communicate or pass on any information in any form related to any aspect of the company to anyone not employed by the company.

You are required to strictly maintain the secrecy of and not to divulge, communicate in any other manner, any information regarding your remuneration/terms of employment to any other employee of the company except your immediate superior.

Violation of the above conditions shall render you liable for termination with immediate effect; notwithstanding other terms and conditions mentioned in the appointment letter.

9. HONESTY

You have been engaged on the presumption that the particulars furnished by you in your application/bio-data are correct. In case the said particulars are found to be incorrect or that you have concealed or withheld some other relevant facts, your appointment with the company shall stand terminated/cancelled without any notice.

You are required to deal with company's money, material and document with utmost honesty and professional ethics. If you are found guilty, at any point of time of moral turpitude or of dishonesty in dealing with the company's money or material or documents of theft or of misappropriation regardless of the value involved, your services would be terminated with immediate effect notwithstanding other terms and conditions mentioned in the appointment letter.

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10. MISCONDUCT

If during the period of your service, the management comes to the conclusion that you have committed any misconduct or unacceptable behavior or unsatisfactory performance at the customer site, the management may dismiss you from the service of the company with immediate effect not withstanding other terms and conditions mentioned in the appointment letter.

11. STANDARDS OF BUSINESS CONDUCT

In addition to the Terms & Conditions contained herein above, your employment will be governed by the “Standards of Business Conduct” of our Principals. In case of violation of any of the Standards of Business Conduct your employment may be terminated with immediate effect.

You are required to inform us prior to your joining if there are any agreements that you have entered into, whether oral or written, which relate to obligations which conflict with the provisions of this agreement of the policies.

12. MEDICAL FITNESS

This appointment and its continuance is subject to your being found/remaining and certified physically and mentally fit by a qualified registered medical practitioner nominated by the company. The opinion of the RMP nominated by the company shall be final and binding on the parties.

You are required to maintain a state of medical/physical/mental fitness and ensure annual medical checkups. Any neglect on your part in this regard may render you medically unfit during service, which in turn would render your service liable for termination with immediate effect, not withstanding anything else in this letter.

13. DUAL EMPLOYMENT

Your appointment is a whole time employment with the company and you shall devote yourself exclusively to the business of the company. You will not take up any other work with or without remuneration, or work in advisory capacity or be interested directly or indirectly (except as share/debenture holder) in any other trade or business during the employment with the company without written permission of the management. Any action on the contrary would render your services liable for termination.

14. RETIREMENT

Your retirement age is 56 years, or earlier in case you are found physically/mentally unfit to work any longer or for continued ill health as certified by the medical practitioner nominated by the company.

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15. RESIDENTIAL ADDRESS

You are required to keep the HR department and your Manager informed of any change in your personal particulars provided to the company such as in your residential address/correspondence address, contact phone numbers, contact persons in case of emergency and their telephone numbers, etc.

16. COMPLIANCE OF SECTION 314 OF THE COMPANIES ACT, 1956

This appointment is subject to your not being a relative of a Director of the company within the meaning of section 314 of the companies Act, 1956. In case, in future, you happen to be related to any of the members of the Board of Directors of the company, you shall intimate the same to the management in writing and continuance of your employment thereafter shall be on compliance of provisions of section 314 of the companies Act, 1956.

17. TRAINING/ SYSTEMS STUDY

If you are sent for training/ Systems study, in India or abroad, for a period of 5 days or more, you will be required to work for a minimum period of 3 months with the company on your return from training/ systems study. This condition supersedes your normal notice requirements as mentioned in para 4 of this letter.


18. CONFIDENTIALITY AGREEMENT

You will be required to sign a confidentiality agreement, which is annexed along with and will constitute a part of the appointment letter. Any breach in any of the provisions of the confidentiality agreement as annexed with this letter, would render your services liable for termination with immediate effect not withstanding any other conditions in the appointment.

Please sign the duplicate copy of this letter and the Confidentiality Agreement and return the same to us in token of your acceptance of the terms and conditions stipulated therein.

We welcome you to LNJ Bhilwara Group and wish you all the best in your career with us.

For Bhilwara Infotechnology Ltd



Rishith Rajan
AGM - HR

Encl : As above

I accept employment as per terms and conditions mentioned in this letter.

Signature :
Name :
Date : 30- Jul- 2020