

नोंदविण्याचा क्रमांक / Enrollment No 2017/90059/05044

To,  
श्रद्धा दिलीप बिरारी  
Shraddha Dilip Birari  
D/O: Dilip Birari  
PLOT NO-32 JIVAN TIRTH  
MERI CAMPAUND ROAD  
GAYATRI NAGAR  
Nashik  
Meri Colony Nashik Nashik  
Maharashtra 422004  
9096961556

21/03/2013

Ref: 458 / 16G / 912628 / 913710 / P



SH038444715FT



आपला **आधार** क्रमांक / Your **Aadhaar** No. :

**8882 8815 9637**

**आधार - सामान्य माणसाचा अधिकार**



भारत सरकार

Government of India



श्रद्धा दिलीप बिरारी  
Shraddha Dilip Birari  
जन्म वर्ष / Year of Birth : 1995  
स्त्री / Female



**8882 8815 9637**

**आधार - सामान्य माणसाचा अधिकार**



Flentas Technologies Pvt Ltd  
105/106, Landmark Centre,  
Pune Satara Road, Pune 411037  
Tel.: +91-2024222522  
Email: [hr@flentas.com](mailto:hr@flentas.com)

Ms. Shradhha Birari

Date: 01/02/2021

105/106, Landmark Center,

Opposite City Pride,

Satara Rd, Pune,

Maharashtra - 411037

### LETTER OF APPOINTMENT

Sub: Your appointment with us as Cloud Engineer

We are pleased to appoint you in our Company Flentas Technologies Pvt Ltd as Cloud Engineer, on following terms and conditions:

#### **Date of Joining:**

You shall join duty at the above address on **01/02/2021**.

#### **Designation**

Your present designation is **Cloud Engineer** as stated above. However, the designation is subject to change depending upon the work assignment from time to time, without change in the terms and conditions herein.

#### **Place of Work**

Your initial placement will be at our Head Office at Pune. However, the Firm reserves the right to transfer your services to other locations as and when required for short or long duration in India or abroad.

#### **Definition**

The term "COMPANY" and "Name of the company" wherever used in this letter shall mean Flentas Technologies.

#### **Probation Period**

You will be initially on probation for a period of six months from the date of joining of service. You can terminate the service by giving Three months' notice in writing during probation period. However, the company has the option to terminate the services with immediate effect by giving (Basic) salary for the completed period in job if your performance is not satisfactory as per employment terms.

The probation period may be extended depending upon your performance during the initial probation period. During the probation period, whether initial or extended, your services may be terminated forthwith without assigning any reason and the decision of the management in this regard shall be final and binding on you.





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Upon satisfactory completion of probation your services may be confirmed in writing and until such written confirmation you shall be deemed to be on probation.

After confirmation, your services may be terminated at any time by giving you three months' notice in writing or with immediate effect thereof without assigning any reason in accordance with the service rules or breach of Confidentiality Agreement of the Company in force. Similarly, you will be required to give three Months written notice to the Company if you wish to resign from the services of the Company.

During the probation period and after confirmation in the event of your failure to give written notice as herein stated and leave and abandon the services, the Company shall have the right to deduct / recover the damages from the dues, if any, payable to you and confirmation by you of the terms and conditions of this letter shall be treated as your authority to the Company to deduct / recover the amount due to the Company.

#### **Remuneration**

The gross annual remuneration and allowance shall be as detailed in Annexure-I herein and shall be inclusive of all Rates, Taxes, and Levies etc. Bonus / ex-gratia, if declared, shall be paid to eligible employees. The payment of remuneration shall be subject to deduction of Provident Fund, Income Tax, professional tax and such other deductions as are applicable under law in force.

Your increment and prospects shall solely depend on your performance, hard work and regularity in attendance, sincerity, good conduct, and such other relevant factors as the Company may evaluate and determine from time to time. Increment in no case shall be automatic and / or a matter of right and depends on management discretion. Appraisals are conducted on Pro Rata Basis once in a year after completion of Financial Year.

#### **Superannuation / Retirement**

On attaining the age of 58 years, you shall be liable to be superannuated / retired from the services of the Company. You may also be retired earlier if found medically unfit. The retirement age may be extended at the discretion of the Company.

#### **Commitments**

It is clarified that there are no other commitments made by the Company in terms of your compensation or otherwise, other than what is mentioned in the appointment letter dated 01/02/2021.

#### **Rules and Regulations**

During your employment with the Company, you will be governed by the rules and regulations / policies of the Company in force and as amended from time to time.

#### **Leave**

To facilitate smooth working of the organization, you can avail of accrued leave /Holidays as per the service policy of the Company. You will be entitled to paid leave of 1.5 days per month till completion of Probation Period which include paid holidays. You will be entitled to paid leave of total 18 days per year which include paid holidays after your Confirmation of Services. You shall not abstain yourself without leave or refrain absent beyond the period of leave originally granted or subsequently extended without written notice.

If you contravene this clause, you shall be considered as having voluntarily terminated your services without notice unless you return to work with 8 (eight) days from the commencement of such absence and give a valid written and satisfactory explanation to the management failing which your name will be struck off the roll of the Company.

#### **Confidentiality of Salary Information**

The salary package offered to you is peculiar and personal to you. It is mandatory to maintain its confidentiality. Any comparison of the same with salary packages of other employees, based on any yardstick, may be unrealistic, misleading, and invidious.

#### **Whole Time Employment**

- (a) You will, during the continuance of your services with the Company, exclusively devote yourself in discharging your duties on full time basis.
- (b) You will not derive any direct or indirect or monetary, pecuniary, or other advantage arising out of or attributable to your association in the Company other than your legitimate salary as provided in this letter. If you derive any such monetary, pecuniary, or other advantage, you will be liable to refund the same to the Company apart for being liable for other consequences under law.
- (c) You will not engage in any other employment, consultation, business, profession, or vocation in any manner whatsoever, during the continuance of the appointment without the prior written consent of the Company. Moreover, you will devote your entire time for the work of the Company and will not undertake any direct / indirect business or work, honorary or otherwise, except with the written permission of the Management in each case. You shall not seek membership of any local or public bodies without first obtaining the written permission from the Management.
- (d) You or any person associated with you will not provide any services whether for remuneration or otherwise to any of the clients / competitors whether during the continuance of this association or thereafter. In case of any such services, the remuneration or its monetary equivalent will be deemed to be received in trust for the Company.

- (e) It is clarified that you will not have any right, interest, title or claim in respect of any of the assets whether tangible or intangible of the Company.
- (f) Your services may at any time be loaned or transferred by the Company to any of its subsidiaries or associated concerns and terms and conditions hereof shall continue to be binding on you while on such transfer / loan unless your conditions of service are specifically amended in writing.

#### **Professional Ethics**

As an employee of Flentas Technologies, you are expected to be fully committed to adhere to the company's philosophy, maintaining good management practices, high level of integrity and professionalism and imparting the same to all levels that report to you. You shall be required to deal with the Company's monies, properties, materials and documents with utmost honesty and professional integrity.

If you are found guilty at any point of time of dishonesty in dealing the Company's monies, properties, materials and documents or theft or misappropriation, regardless of value involved, the Company shall terminate your services forthwith without notice and initiate such penal / legal action as may be deemed fit.

#### **Safe Custody Company's Material**

You will be responsible for the safe keeping in good condition and order of all the property of the Company entrusted to your care and charge. The Company reserve the right to deduct the cost of such articles / properties from your dues, if any, or take such actions as may be deemed appropriate, in the event of failure to account for and restore such articles / properties the Company.

#### **Duty to Return Company's Property**

You shall upon resignation / termination / discontinuation of your employment, handover to the Company all files, documents and property handed over to you along with the password and access code entrusted to you during the course of your employment.

You shall also whenever called upon, immediately return / handover to the Company any and all books, documents, correspondence, records, and the like referring to the Company's business and affairs including phones, laptops, computers, tablets, electronic devices and accessories, and the like provided by the Company to you for discharging your duties including Confidential Information, Intellectual Property Rights and such other properties of the Company and you shall also repay all moneys, and advances given by the Company to you by way of loans or advances and on your failure to comply with the demand of the Company, the Company shall adjust your dues, if any, payable to you and / or take such other steps and actions as may be deemed fit, proper and appropriate, to recover the amounts due and payable to the Company.

#### **Confidentiality of Information**





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During your tenure of service or thereafter you will maintain complete confidentiality of the Company's activities. At no point of time, you would divulge any information regarding Confidential data, reports, technology, expertise, Research and Development activities or any business plans to anyone, which may be detrimental to the Company's interest as this will impair the competitive position of the Company. Further, you may be required to sign non-disclosure agreement as may be necessary during the course of business of the Company.

#### **Inventions, Intellectual Property and Allied Services**

If during and in the course of your employment with the Company, you invent any technology, process, formula, designs, specifications and knowhow regarding the software / web development or any of process and development of intellectual properties such as name, mark, brand, device, label, trademark, trade name, designs and patents, the same shall always be the exclusive property of the Company.

You shall have no right title or claim in respect of the same or any of them. You agree further, that when called upon by the Company, to execute in its favor a Deed of Assignment assigning, transferring conveying all the right, title and interest in and over such inventions and intellectual property rights hereinabove stated without any further / additional compensation, you shall do and cause to be done all acts, deeds, matters and things that are necessary to perfect the Company's title and ownership over and in respect of the same.

#### **Connection with Media (Press, TV, Radio etc.)**

You will not, except with prior written permission of the Company participate in any media, radio or TV broadcast or write or publish books or contribute any article to any newspaper or periodical.

#### **Union Activity**

You agree not to indulge in union activities within the premises of the Company, nor shall you engage in activities other than the business activities assigned to you during working hours or at other hours when you have been assigned with works of the Company.

#### **Consequence of Breach of the terms**

Your services are liable to be terminated forthwith without notice, if in the opinion of the Company, you are found guilty of any breach of any of the terms and conditions contained herein including insubordination, insolence, gross negligence of duty, dishonesty, embezzlement, accepting illegal gratification etc. The decision of the Company shall be final and conclusive in this regard and you shall not raise any disputes in respect of the same.

#### **Veracity of Information Provided**

The Company engaged you on the presumption that the particulars furnished in your resume and the copies of testimonials furnished by you are correct. In case the said particulars are found to be incorrect or false or



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pertinent information are concealed or withheld, your appointment shall be liable to be terminated without any notice

#### Address

You will provide to the Company your permanent and present residential address. Any communication sent to you on that address through Registered AD / Speed Post / Courier shall be sufficiently served on you for all intents and purpose. Any change in address must be communicated in writing immediately to the HR Department and unless done so, the address in the records of the Company shall be treated as your residential address, permanent and present.

#### Transfer

Your services, at the discretion of the Company, are liable to be transferred to subsidiary company / division anywhere in India or outside India, which are managed or controlled by the Management of the Company without any extra remuneration or allowance. While every attempt will be made to give you a reasonably advance notice of such transfer, in case of any emergency, you shall agree to comply with such transfer at short notice in the business interest of the Company

#### Other Terms of Services

You agree that whenever considered necessary, the management shall issue identity pass to you and you shall keep identity pass in your possession to be shown whenever required or wear it in such manner as may be instructed

You shall attend your duties diligently, faithfully, and punctually and avoid chatting with colleagues during working hours causing interruption to the work and strictly follow the directions given by the superiors diligently

In the event of your discontinuing the services or ceasing to be in the employment of the Company you shall not take up employment with or act as an advisor to any of the competitors / clients of the Company or its affiliate concerns for a period of One Year.

You agree not to divulge, disclose, part with copy, transmit or reproduce either manually or electronically or in any other mode for consideration of otherwise nor shall you take it for your personal use any information / documents / data relating to the business practices, strategies and technologies, Research and Development activities including but not limited to sales, forecasts, profits, pricing techniques, costing, discoveries, inventions, research, customer data, development strategies, development process, formulae and improvements, derivations and enhancements etc. of the

Company and its group companies, which you may receive or otherwise come into possession during your employment with the Company, which are 'proprietary, confidential and invaluable to the Company and in the event of any violation on your part, the Company shall besides terminating your services without notice, initiate such legal action as may be deemed necessary for recovery of loss and damages sustained by the



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Company and costs, expenses and damages suffered and incurred by the Company on account of such violation on your part with respect to your obligations herein stated and the same shall survive your termination / resignation of services.

You agree that all the tangible / intangible rights, claims properties accrued to the Company during your service tenure with the Company, by virtue of your employment with the Company, and the various Customers, Associates, brokers and other persons, you have developed or groomed including but not limited to the new customers, associates, or brokers, whom you have introduced and inducted whether in India or abroad, for the purpose of business of the Company or any of the group companies, during the course of your employment with the Company always belong exclusively to the Company and its Group Companies.

Company shall not be liable to pay any commission / royalty / remunerations / compensation / share in profits / or any other sum of whatsoever nature, to you and you agree not to raise any demand or claim nor shall you seek to sever the business connection of the said such customers, brokers, associates or create any hindrance or obstruction in the business of the Company with such customers, brokers, associates or such other persons as the case may be at any time now or future, whether while in employment with the Company or after cessation of your employment with the Company / Group Company.

Subject to the terms and conditions herein, we welcome you to join the **Flentas Technologies** corporate family and wish you a long and fulfilling career.

If you are agreeable to the terms and conditions of this letter of appointment after mature consideration, you are requested to sign and return the duplicate hereof as a token of your acceptance of the above.

Yours faithfully

For Flentas Technologies Pvt Ltd

PRASAD

SHITOLE

Mr. Prasad Shitole

COO

I, Ms. **Shraddha Birari**, have carefully read the terms and conditions of this letter of appointment dated and state and confirm that the same are acceptable to me and I promise to adhere to the same.

Shraddha D. Birari - Birari

Name & Signature of Employee

Date: 5/2/2021



### ANNEXURE A TO THE APPOINTMENT LETTER

The breakup of the Fixed Annual Salary is given below:

Flentas Technologies Pvt Ltd			
SALARY DETAILS			
Name of the employee	Shraddha Birari		
Designation	Cloud Engineer		
Grade			
Effective Date	1st-February-2021		
Monthly Earnings	Amount	Deduction	Amount Rs
Basic	9,000	Income Tax	-
House Rent Allowance	4,500	Provident Fund	1,080.00
Conveyance Allowance	1,600	Professional Tax	200.00
Medical Reimbursement	1,250		
Leave Travelling Allowance	1,500		
Special Allowances	11,070		
Gross Earnings (A)	30,000	Gross Deductions	1,280.00
Net Payable ©			27,640
Annual Gross	360000		
Monthly CTC	30,000		
Variable Pay	-		
Annual CTC	360,000.00		

#### Note on Deductions:

The deductions in the salary would be in the form of Employee's Contribution to Professional Tax, Provident Fund, Tax Deducted at Source (TDS) and any loans taken by the concerned employee.

Yours truly

For Flentas Technologies Pvt Ltd

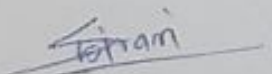
Accepted & Agreed

PRASAD  
SHITOLE

Authorised Signatory

Prasad Shitole

Date: 01/02/2021



Shraddha Birari

Date: 5/2/2021