

SN: INCRO/DOC/126

DATE: 13th Feb 2017

OFFER LETTER

Dear Mr. Sani Kushwaha,

With reference to your application and subsequent discussions you had with us, we are pleased to offer you an appointment in our company, on the following Terms and Conditions:

1. Date of Joining & Work Location

Your appointment becomes effective from the date of joining the services of the Company, which date shall be not later than 01 March 2017.

Your work location would be Lucknow or any other location as assigned by the Company. The Company reserves the right to transfer you to any location, as the Company may deem fit, from time to time.

2. Department, Designation

Department: - **Software Development**

Designation: - **Web Developer**

3. Cost to the Company

Your monthly Compensation including Performance Pay and Benefits is Rs.30000/-. Your salary comprises of a Fixed Compensation, Variable Compensation and Other benefits (Refer Annexure 1 for detailed breakup).

Your salary will be revised yearly based on your satisfactory performance in the company determined at the sole discretion of the Company.

The Company shall be entitled to deduct from the above remuneration payable to you, the following contractual, statutory and compulsory deductions:

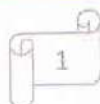
- a) HRA
- b) Travel Allowance
- c) Gratuity
- d) Incentives
- e) Other Allowance

The Income Tax Liability with regards your salary and perks will your liability, and will be governed by the tax laws of the country as applicable from time to time and it's not liability of company.


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Other Benefits

In addition to the aforementioned salary, you shall be paid the expenses incurred by you on behalf of the Company or its clients as authorized, in connection with the duties executed by you, and upon presenting supporting vouchers/documents. The Expense Policy applicable to you will be shared with you on joining.

4. Company Policies

You will be governed by the Company's policies, regulations and procedures on the office timings, anti-sexual harassment, leave, travel, transfers, misconduct etc., presently in force or as introduced/amended from time to time. You are eligible for leave as per the Company's leave policy, which can be viewed under 'Policies' tab in your 'Employee Service Platform Account' and/or the 'Employee's Handbook' provided to you.

5. Retirement Age

The age of Superannuating of an employee from Company Service is 60 years. You shall however, during your employment be required to be medically fit for the work for which you have been employed. As to whether an employee is medically fit, is an issue that will be professionally determined by the Company and the employee shall be bound by such determination. You will accordingly undergo periodic medical examination as and when intimated to you by the Company. The Company shall have the right terminate your services immediately, in the event you are found to be medically unfit to perform your duties and responsibilities.

6. Termination

Your services may be terminated in the following manner:

- i. The Company will be entitled to terminate your services by giving you 30 days' notice in writing. You will be required to give the Company 30 days' notice in writing or 30 days salary in lieu of such notice.
- ii. In the event of termination on disciplinary grounds including but not limited to embezzlement, fraud, gross negligence, incorrect information found during background verification, wilful misconduct, or a material violation of Company policies or you are found to be absconding from the services of the Company or for any other reasons causing grievous loss/damage/disrepute to the Company/ associates, your termination will be immediate and without any notice or compensation.



INCROYABLE INDUSTRIES PVT. LTD.

B-1/57, Sector-G, Jankipuram, Lucknow (226021)

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- iii. In the event of your resignation from the services of the Company, you will be required to give the Company 30 day's written notice. The notice period has to be served in full, unless otherwise agreed by the Company in writing. In case of failure to give the above notice period, the Company shall have the right to deduct the salary in lieu of the notice period and you will not be eligible to be hired by the Company in future. You shall, on ceasing to be the employee of the Company for any reason and in addition to the obligations under the Non-Disclosure and Confidential Information Agreement, forthwith return all Company properties, movable and immovable, including all Company information and data in any form, files, reports, memoranda, software, credit cards, door and file keys, computer access codes, laptops, desktops.
- iv. You hereby agree and acknowledge that, in the event that you resign from the services of the Company within 30 (thirty) days from the date of signing this letter, you will not be entitled to receive an experience letter from the Company.

7. Confidential Information

As an employee, you may come in to possession of information confidential to the Company and agree to keep confidential, the Company's proprietary and confidential information obtained at any time during the period of your employment in the Company. Confidential information includes, and is not limited to; course material, videos, financial documents and other relevant documents. You shall not disclose such Confidential Information to any person. You shall not make any copies of the Confidential Information. Your obligations with respect to confidentiality shall be more fully detailed under the Non-Disclosure and Confidential Information Agreement executed by you with the Company and you shall at all times be bound by the provisions laid therein.

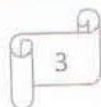
8. Intellectual Property Rights

All the Intellectual Property Rights in the material developed by you, class material and related documents shall at all times remain the property of INCROYABLE. You shall provide all assistance and execute all deeds and documents required to vest the Intellectual Property Rights with INCROYABLE. In the event any of the Intellectual Property Rights are not assignable under applicable laws, you shall provide exclusive, transferable, assignable, royalty-free right in such Intellectual Property in perpetuity to INCROYABLE. You shall not assert any right, title and interest over such Intellectual Property Rights.


[Employee's Signature]



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9. Indemnity

You hereby agree to indemnify and keep indemnified and hold the Company harmless from and against any loss, claim, damage, costs, taxes, duties, additions, penalties, interest thereon or expenses of any kind, including reasonable attorney's fees, incurred/sustained or caused to be incurred/sustained by the Company on account of:

- a) Any act or omission by you;
- b) Contravention of any of the terms, conditions, covenants of this letter or the Non-Disclosure and Confidential Information Agreement;
- c) Any representation or warranty or information furnished to the Company found to be false;
- d) Violation/non-compliance with any laws/rules/regulations while rendering the services; and/or
- e) Failure to adhere to the standards/specifications/policies of the Company.

10. General Provisions

- a) As an employee in the full-time employment of the Company, you are required to devote your entire time, attention and effort to the furtherance of the business of the Company and to continually develop your professional skills in the interest of the Company and yourself. You shall not, during your employment with the Company, directly or indirectly engage yourself in or devote any time or attention to any part-time employment or business or position of monetary interest, other than that of the Company. Further, you shall not divulge, communicate or pass any information in any form, related to any aspect of the Company to anyone outside the Company.
- b) You shall endeavour to uphold the good image of the Company and shall not by your conduct adversely affect the reputation of the Company and bring disrepute to the Company, in any manner whatsoever. You shall not conduct yourself in any manner amounting to breach of confidence reposed in you or inconsistent with the position of responsibility occupied by you. You shall at all times deal with the Company's money, material and documents with utmost honesty and professional ethics.
- c) Your individual remuneration is purely a matter between yourself and the Company and has been arrived at on the basis of our specific background and professional merit. The Company expects that you maintain this information and any future changes to your remuneration, as strictly personal and confidential.





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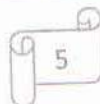
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- d) During the course of your employment, if you, at any time render yourself incompetent to perform your duties or if you should misconduct yourself or be disobedient, intemperate, irregular in attendance, commit breach of the terms of your employment or of any of the stipulations herein contained, the Company shall without prejudice to any of its rights under the terms herein contained, be entitled to terminate your employment forthwith without notice or payment in lieu of notice and deduct from your salary or other emoluments, if any, then due to you, including the amount of any damage that the Company may have sustained.
- e) You will keep the Company informed of any change in your residential address, your family status or any other personal particulars relevant to your employment, as and when the change occurs.
- f) You are required to sign a 'Non-Disclosure and Confidential Information Agreement' with the Company, prior to joining the services of the Company. Your employment with the Company shall be contingent upon you executing the said agreement.
- g) You will be subject to the Company's rules and regulations for the time being in force and as varied from time to time.
- h) The Company will deduct taxes as appropriate and consistent with the Indian Tax Regulation. You will be responsible for your tax liabilities under all-applicable tax laws and regulations.
- i) This letter constitutes the complete understanding between you and the Company regarding terms of your employment with the Company. This supersedes any and all other agreements, either written or oral, between you and the Company regarding your employment. Any modification of this letter will be effective only if it is in writing, signed by both parties.
- j) All disputes arising herein shall be governed by the laws of India and the jurisdiction to entertain and try such dispute shall vest exclusively in the courts of Bangalore, Karnataka.


[Employee's Signature]



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The terms of your employment contract detailed above are strictly confidential and should be treated as privileged information between yourself and the Company. You are expected to maintain such information appropriately.

You are requested to signify your acceptance of the terms and conditions by signing and returning to us the duplicate copy of this letter.

We look forward to you joining us at the earliest. We are certain that you will find challenge, satisfaction and opportunity in your association with the Company.

Thanking you,

Yours faithfully



Abhayraj Singh
HR Manager
Incroyable Industries
Private Limited

ACCEPTANCE

I accept the above mentioned terms and conditions.

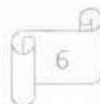
Name: Sani Kushwaha

Signature: Sani Kushwaha

Date: 15/02/2017



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Annexure I- Salary Details

Name	Mr. Sani Kushwaha
Designation	Web Developer
Date of Offer	13 th Feb 2017

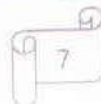
Component Category	Monthly
Currency	INR
<u>EARNINGS</u>	
Basic Pay	22000
HRA	2500
Statutory Bonus	1000
Leave Allowance	1000
Travel Allowance	1000
Gratuity	2000
Other Allowance	500
Total	30000
Bonus	As per Rules
Incentive	As per Rules

Sani Kushwaha

[Employee's Signature]



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Anti-Fake Work Self Declaration

I, **Sani kushwaha s/o Jashwant Singh**, hereby solemnly declare that I've undergone necessary modules on creating awareness against fake sale during my sales training of Incroyable Industries Private Limited and I shall strictly adhere to the same at all times during my employment with Incroyable Industries Private Limited.

I, **Sani Kushwaha** pledge that:

1. I understand that any suspicious activity such as, but not limited to
2. I understand that all my work in Order Hive/Achieve can be audited by the company anytime within the next 4 months.
3. I understand that the company has the legal right to take appropriate action against my wrongdoing as per the Indian Penal Code
4. I hereby declare that I shall keep the company indemnified against all possible consequences incurred by the Company arising out of or in connection with my Fake work and I shall bear the complete responsibility for the same.
5. I will reach out to my HRBP in case of any doubt or concern with the policy

DATE: 15/02/2017
NAME: SANI KUSHWAHA
SIGN: Sani kushwaha



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