



CONSTA CLOUD PVT.LTD

RUDRA COMPLEX,
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ANNEXURE I
APPOINTMENT LETTER

Dear **Sneha Chouhan**,

Congratulations!

With reference to your application, clearing the selection process and electronic acceptance of our offer letter. We are pleased to appoint you in the services of Consta Cloud as a “**Project Coordinator**” in our organization on the following terms and conditions.

Date of Joining: You have joined us on **18th Feb 2022**.

Salary: Your Total Employment Cost to the company would be **INR 2,16,000 P.A** (Two Lakhs Sixteen Thousand Rupees only).

The Salary & various incentives and bonuses given to you should not be disclosed to anyone in the company (Colleagues).

Your emoluments for the position will be as per Annexure I and the terms of engagement with the Company are as outlined in Annexure-II.

SALARY CLASSIFICATION

BASIC	9000
D.A	2700
HRA(House Rent Allowance)	3600
Special Allowance	2700
Total Salary	18000

Basic = 50% of gross salary.

ANNEXURE-II

Terms & Conditions of Employment

1. You will be required to comply with the Rules of the Company and the Code of conduct.
2. Your appointment with us shall be governed by the rules & regulations framed by the organization from time to time and any modifications made including those mentioned in this letter any future amendments thereto. Any breach of the rules & regulations framed herein will invite stringent disciplinary action.
3. **Probation/Confirmation:** You will be on a probation period for six months. Based on your performance your services will be confirmed with the company in writing after six months. During the probation period, your services can be terminated with seven days' notice on either side and by assigning the reason for the said termination. If your services are found satisfactory during the probation period, you will be confirmed in the present position and thereafter your services can be terminated on one month's notice on either side.
4. The scope of your probation will cover all aspects of performance (Self-learning, behavior, discipline, and commitment). Your future increments or promotion or any other salary increase shall be based on merit considering your periodic and consistent overall performance, business conditions and other parameters fixed from time to time, at the discretion of the management shall not be considered merely as a matter of right.
5. During the probation period, your attitude & grasping of professional skills shall be observed closely and be judged on the basis of a well-defined appraisal system. You will be taken on the confirmation only on successful completion of the probation period. The management reserves the right to discontinue your engagement as probation if you are found with unsatisfactory aptitude, unsatisfactory grasping of professional skills, or any other adverse remark during the probation period.
6. During the tenure of your services, you will wholly devote yourself to the work assigned to you & will not undertake any other employment either on a full-time or part-time basis without prior permission of the company in writing. Any contravention of this condition will entail termination of your services from the company.
7. This appointment shall be deemed to be terminated at incidences of gross misconduct of the employee or underperformance during your service period.

Any disrespect towards the senior employees or any colleagues either junior or senior would result in termination of the service.

8. Your services are liable to be transferred or assigned with/ without transfer, wholly or partially, from one department to another or to the office/branch and vice-versa, existing or to come into existence in the future or any of the company's branches, offices or locations anywhere, or any other concern where this company has any interest. In such cases, you will abide by the responsibility expressly vested or implied or communicated and shall follow rules & regulations of the department's/ office, establishment, jointly or separately.

9. You shall faithfully and to the best of your ability to perform your duties that may be entrusted to you from time to time by the management. You will be bound by rules & regulations & orders promulgated by the management in relation to conduct, discipline & policy matters.

10. The Company reserves the right to conduct a background check regarding your antecedent address, educational qualification, prior experience, salary last drawn, and any other for the sake of inquiry that the Company deems fit. In case the information is found to be incorrect in the antecedent /background check, the Company will have the right to terminate your services at any time without any notice.

11. If you are found to be guilty of non-performance or terminated due to illegal documentation or fraud information or anything published by you is found to be inappropriate then the company reserves the right to terminate your service at that point in time.

12. The company observes 6 national & Festival Holidays with pay in a year, which are notified and declared by the company at the commencement of the calendar year. You will be eligible for any such holiday during your probation period. Employees will be eligible for paid leave for all the declared holidays published in the company's holiday calendar for the year.

13. You shall be responsible for keeping all assets & equipment assigned to you and properties of the company in proper working conditions (subject to reasonable). Damage caused to such property will result in the deduction of the monetary value of such assets from the payments due to you during your service period. On resignation, you shall immediately return all such assets, equipment back to the office or the HR, failure to do so will invite strict penalties and holding back to the full and final settlement till all such assets are returned in proper working condition.

14. If in the case due to unexpected crisis in the market & Company gets shut down due to its effects in future the company would give you one-month advance notice of it and by paying you one-month advance salary the services would be terminated in those unavoidable situations.

15. **Company Data Sharing Policy:** At any point during service with the organization after lawful termination of your employment, you shall at all times maintain the highest level of secrecy and shall not disclose any confidential

information of the organization that you may come to know directly or indirectly, to any individual whether an employee or an outsider including interacting with any person or group of persons not limited to but including persons belonging to the press and any kind of media unless required under law or with the prior written consent of the organization. You will not give out to anyone, by word of mouth or otherwise, particulars of our business, or confidential nature which may be your privilege to know by virtue of your being our employee. If anybody is found guilty of this company will be bound and take strict disciplinary action against him/her resulting in termination or prosecution on the grounds of Cyber Crime. If anyone needs any login details, he/she should ask concerning senior management, not their colleagues & only those senior members are allowed to share details who are authorized by the company to do so.

a) Any of our technical or other important information which might come into your possession during the continuance of your service with us shall not be disclosed, divulged, or made public by you even thereafter.

b) You will be entitled to a bond period of 12 months from the date of your joining the organization.

c) You are strictly prohibited to share/ enclose the bond period or salary to your colleagues.

d) You will inform the company in writing, regarding any change in your residential address as well as personal status.

16. Your working hours will be 09:30 AM to 06:30 PM.

17. Termination of services:

* Your service after confirmation can be terminated by the company giving 30 days' notice in writing from the company side or 30 days pay in lieu thereof by the company without assigning any reason.

* During these 30 days, you need to work 4 hours a day only.

* The services can be terminated by the company without any notice or salary in lieu thereof if the management finds that...

*The particulars supplied by you either in the application form or at the time of the interview are incorrect.

*The candidate is in violation of any of the rules, terms, and conditions as mentioned in this appointment letter.

* If he/she is not performing up to the mark as expected.

19. Resignation and notice:

A. All those candidates who had not signed an employee retention bond will have to serve a minimum notice period of 60 days from the date of acceptance of their written resignation.

B. All those candidates who have signed an employee retention bond and wish to resign will be governed as per the terms and conditions of the employee retention bond till the tenure of the bond. After the expiry of the employee retention bond, he/she would be able to resign as per point A.

C. If the employee leaves the job without completion of the notice period, the company reserves the right to cease all his/her deposits and any other data/documents which have been given to the company.

D. If you leave the job without serving the notice period, he/she has to pay a 90 days salary amount of his/her total salary to the company as compensation for the loss faced by the company due to immediate separation.

In case if you fail to pay the amount within the period of 30 days, the company has all the rights to take any legal actions against you. The company holds the right to make decisions whether to agree or not on this clause.

E. The final settlements or clearance will take time, it is prevalent policy to do so within 25-30 days after the employee has left.

20. You will not be allowed to take leave during your notice period, if you will take leave, the notice period would be increased subject to leave taken.

21. Employee Retention Bond:

The management of the company reserves the right to make the execution of a suitable employee retention bond during the tenure of employment a necessary requirement for employment.

22. All disputes arising out of this letter will be subject to the legal jurisdiction of the company's head office.

LEAVE RULES

Employees will be eligible for the following leave per calendar year comprising of four quarters i.e. Jan to Mar, Apr to Jun, Jul to Sep, & Oct to Dec, subject to the conditions mentioned below:-

Casual Leave (CL): - The regular employees will be eligible for 8 days of CL in a calendar year which will be credited every quarter of the year @ 2 days per three-month period. For those who join in the middle of the quarter, CL will be given in proportion for the quarter. Advance CL from

the preceding quarter will not be permitted. CL can be clubbed with PL. The CL not availed during the calendar year will lapse at the end of the year.

Sick Leave (SL): - Regular employees will be eligible for 8 days of SL in a calendar year which will be credited every quarter of the year @ 2 days per three-month period. For those who join in the middle of the quarter, SL will be given in proportion for the quarter. Advance SL from the preceding quarter will not be permitted. SL will not be combined with any type of Leaves. The SL not available during the calendar year will lapse at the end of the year.

The competent authority may sanction SL subject to eligibility, for reasons of ill health or sickness. For SL for more than 2 days, the production of a medical certificate from a Registered Medical Practitioner is necessary. However, the management is at liberty to accept or reject the leave request. SL cannot be encashed.

Earned Leave (EL/PL): - The EL will be earned by employees by attending to work. It will be calculated at one day for every month. (26 days of attendance excluding Leave, Absent).

EL can be encashed for a max of 12 days once a year. The encashment will be calculated on the basic salary only. And it also can be carried forward to the next year.

The maximum number of leaves that can be accumulated is 30 days. The encashment leaves limits are 30 days.

UPL: If an employee has been informed 1 day before or the same day by 10 AM in the morning about taking the leave because of certain reasons. Then it will be considered as unplanned leave and the employee won't be paid for that day (except for medical conditions which will be debited from the Medical Leave balance if available).

UIL:

- If an employee has not attended office with no information whatsoever for a day, then employees won't be paid for that day.
- If it continues for the second day then one week's salary will be deducted.
- If it continues for the 3rd day then the employee will be terminated.

NOTE

- There won't be any leave provided for the first three months of joining. And if any leave is taken due to unavoidable circumstances during this period (Employee needs to provide the evidence), it will be considered as LOP (Loss of Pay).
- No leave will be provided during the Notice Period.

- Employees need to apply at least 1 month in advance for any Planned Leave and it will be approved on a 1st come 1st serve basis and also depending on the leave balance of an individual.
- Only 20% of the existing team strength can get the approval of leave if applied for the same period of time.
- If Employee is taking leave for more than 12 days in the same month then his/her salary for that month will be credited in the upcoming month.
- Sanction of the above leave cannot be claimed as a matter of right. The sanctioning authority may sanction or reject any leave applied for.
- Leave encashed amount will be calculated from basic salary.
- Basic salary= 50% of your total salary.

List of holidays: -

Republic day	26 January
Holi	As per the calendar
Independence Day	15 August
Dussehra	As per the calendar
Diwali	As per the calendar
2 optional leaves to be decided by the management	

Please sign and return the duplicate copy of this letter as a token of acceptance of the terms & contract.

We look forward to working with you and wish you a long and successful career with the organization.



HR-HEAD
SHEKH ABDUL RUB

I have carefully read the above terms & conditions and that they are acceptable to me in full

Name: Sneha Chouhan

Signature: _____

Date: 18/02/2022

Head office: - ConstaCloud Pvt Ltd, Rudra Complex, RSS Nagar, Korba (CG),495678