

Krystal Integrated Services Pvt. Ltd.



Appt/2016/221

September 03, 2016

To,
Mr. Prasad Minesh Lad
Atharva Plot No. -61, Bhaudaji Raod,
Opp. Indian Gymkhana Matunga, Matunga,
Mumbai, Maharashtra – 400 019

Subject: Appointment Letter

Dear Mr. Lad,

Welcome to Krystal Group of Companies!

We are pleased to appoint you as “Chief Mentor” with effect from **September 03, 2016** on the Terms and Conditions as appearing herein below.

1. Place of Appointment

Your place of appointment for the performance of your duty shall initially be Mumbai. However, during the tenure of your employment, you may to be transferred from one department to another, from one unit to another as well as at places where the Company has its offices and/or vested interest as the company may deem fit.

2. Required Documentation

In order to validate your employment with the Company, submission of necessary documents as mentioned below is important and compulsory. Absence of any of the below documents will put your employment on hold until the submission of required document failing which your employment shall stand terminated with immediate effect or as may be deemed fit by the Company.

- i) Appointment Letter of the previous employer
- i) Resignation Acceptance or Relieving Letter of the previous employer
- ii) Copy of last salary slip of the previous employer.
- iii) Aadhar Card & Pan Card are mandatory, Driving License/Passport/Election Card/ Any other valid Identity Proof
- iv) Ration Card/Latest Electricity Bill/MTNL Bill/Passport/Any other valid Residence Proof.

M.P. Lad
*NL

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3. Right to Carry Out Verification

The Company shall have a right to carry out a verification of your antecedents based on the documents submitted by you at your residence, previous employer and/or at any other place (s) as may be deemed fit by the company. You hereby unconditionally agree and grant your consent to the company for such verification. It is to be noted that negative verification report shall put your employment on hold, however in the event verification report continues to be negative after two checks, your employment shall stand terminated with immediate effect or as may be deemed fit by the Company.

4. Remuneration

You will be paid an all-inclusive remuneration/salary of **Rs. 1,89,10,392/- (Rupees One Crore Eighty Nine Lakhs Ten Thousand Three Hundred Ninety Two Only)** per annum which shall be your total cost to the company. A detailed break up of your Cost to Company package is enclosed herewith as **Annexure – A**.

5. Safe Custody of Company Assets

During the tenure of your employment you may be provided with company assets/materials such as laptop, hand phone, data card, SIM card, Identity Card, Visiting Cards and/or any other company assets ("Company Assets") under your possession and custody. You agree and undertake to be responsible for keeping all the Company Assets safe while in your custody/possession whether physical or constructive. You agree to reimburse any amount payable to you by the company, any loss or damage caused to the Company Assets due to whatsoever reasons as per the amount calculated by the Company.

6. Compliance with Rules & Regulations of the Company

You agree and undertake to fully comply with the rules and regulations of the Company including but not limited to Code of Conduct, IT Policy, and Leave Policy etc. which are in force at present and as amended in future from time to time and/or any other rules which the company may introduce in future. Failure to adhere to aforesaid rules shall inevitably make liable for appropriate action. You will act within the frame-work of organizational structure and policies and directions as may be laid down by the management from time to time. During your tenure of employment, you will be governed by the Rules or Regulations of the Company.

7. Whole Time Employment

You shall be the whole time employee of the company and as such you shall not be allowed to undertake any other work or employment either on payment or otherwise while on the payroll of the company without written permission from the Company. Noncompliance of this clause shall constitute a breach of the terms and conditions of this Appointment letter.

8. Personal Information / Address Change

Being an employee of the company it is imperative on your part to keep the company informed about changes concerning your personal details such as, change in residence (local or permanent), contact details, medical conditions etc. Such intimation shall reach the company within three days of such change.

9. Termination of Employment by Employee

In the event you wish to leave the organization you may do so by serving –

- Three Month's written notice to the Company after probation period or by paying an amount equivalent to your Three Month's gross pay to the company in lieu of such notice period.

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10. Termination of Employment by the Company

The Company shall have a right to terminate your employment with or without assigning any reason thereof by serving you a written notice of 30 days or by paying you an amount equivalent to your 30 day's gross pay in lieu of notice period. Notwithstanding anything contained in this Appointment Letter, the Company shall have an absolute right to terminate your employment without any notice period or notice pay in lieu thereof under the following circumstances;

- i) That, if at any time in the opinion of the Company which shall be final in this matter, you are found guilty of dishonesty, disobedience, disorderly behavior, negligence, indiscipline, absence from duty without permission and/or any other conduct which is considered to be detrimental to the interest of the Company or violation of one or more terms of this letter, your services can be terminated immediately without any notice and/or notice pay.
- ii) That during your service period with us at any time if your work, character and / or conduct are found to be unsatisfactory of which the Company shall be the sole judge, the Company shall have the right to terminate your services immediately and in that case, you shall not be entitled to any notice, notice pay or damages.
- iii) Your absence for a continuous period of 8 days (including absence when leave though applied for but not authorized) or over-stay for a period of 8 days would make you to lose your lien on the job and your services shall automatically come to an end without any notice or intimation from the side of the management.
- iv) In the event the company loses confidence in you for whatsoever reason will inevitably lead to termination of your employment without any notice period or notice pay in lieu thereof.

11. Exit Procedures

While leaving the organization it is imperative on your part that you complete all the necessary Exit Procedures as laid down by the company from time to time on the last day of your employment failing which the company shall not be liable to process and/or release your Full & Final Settlement dues. The Exit Procedure shall include following

- i) Acceptance of Resignation by your Department Head and/or Appropriate Authority
- ii) Serving of Full Notice Period
- iii) Handing over all the assets of the Company in your possession
- iv) Handing Over of all the pending tasks to a person designated by the Company
- v) Filling of Exit Interview document signed by concerned Department Heads

Further, in the event you fail to complete your Exit Procedures as mentioned above within a period of 7 days from the last day of your work the same shall constitute a breach of the terms and conditions of this Appointment Letter and company shall be at liberty to take appropriate action as deemed fit including but not limited to forfeiture of your Full & Final settlement dues.

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M.P. Rao

Krystal Integrated Services Pvt. Ltd.



12. Leave Procedures

- i) You will be entitled for 21 days of Privilege Leaves in a calendar year, which can be availed on a pro-rata basis.
- ii) Grant of Privilege and Casual Leaves will depend upon the exigencies of work and shall be at the discretion of the management. For availing leave, you will have to apply in the prescribed form to the appropriate authority and seek prior approval for such leave. Similarly, for extension of leave, an application will have to be made in writing before the expiry of the leave originally sanctioned. While making such application you will state your address during the leave period. Mere submission of application will not mean that the leave has been sanctioned

13. General Terms & Conditions

- i) In the event of any misconduct committed by you, you are liable to be suspended from service as per law, pending inquiry for charges of misconduct against you, till the final decision in the matter.
- ii) Your continuance in service of the company is subject to your remaining physically and mentally fit. As and when required by the management, you will submit yourself to medical examination by a physician of the choice of the management.
- iii) You will be bound by any rules & regulations enforced by the management from time to time in relation to conduct, discipline, medical leave and holidays on any matters relating to service conditions or Model Standing Order or Certified Standing Order etc. which will be deemed as rules, regulations and order in the part of these terms of employment.
- iv) You are liable to retire on your attaining the age of 60 years or earlier, if found medically unfit.
- v) In matters not herein specified, you will be governed by such rules of the management as are in force from time to time.
- vi) You will be governed by Labor Laws applicable to our Company and will be covered under E.P.F., ESIC etc. as applicable to our Company.
- vii) This letter is being given to you in duplicate. Please return a copy of the same, duly signed, as a token of your acceptance of the above terms and conditions for our records.

For, Krystal Integrated Services Pvt. Ltd.


Authorized Signatory




DECLARATION

I have read and understood the aforesaid Terms and Conditions stipulated in the above Appointment Letter and, in token of having unconditionally accepted the same along with an Original copy of the Appointment Letter, I put my signature herein below.

Place:

Date:


I Accept

Mr. Prasad Minesh Lad

Krystal Integrated Services Pvt. Ltd.



Indemnity Bond

THIS INDEMNITY BOND made at Mumbai by **Mr. Prasad Minesh Lad** having residence at **Atharva Plot No. -61, Bhaudaji Raod, Opp. Indian Gymkhana Matunga, Matunga, Mumbai, Maharashtra – 400 019** (hereinafter referred to as “Employee”) of the ONE PART in favour of Krystal Integrated Services Pvt. Ltd. a Company Registered under the Companies Act, 1956, and having its office at **Krystal House, 15A/17, Shivaji Fort CHS, Duncans Causeway Road, Sion (East), Mumbai – 400 022** (hereinafter referred to as the “Employer”, which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its assigns) of the OTHER PART.

Whereas, the Employer has appointed the Employee in the capacity of “**Chief Mentor**” as per the terms of Appointment letter dated **September 03, 2016**. However, this Indemnity Bond is a document to be treated as a part and parcel of the said Appointment letter dated **September 03, 2016**.

NOW THIS DEED WITNESSETH AS UNDER:

1. That, the Employee agrees to take care of all the assets and resources of the Company and in case of any negligence on the part of the Employee to take care of the said assets and resources then the Employee shall indemnify the Company towards any claim arising out of such negligence, act, omission etc.
2. The Employee further undertakes not to misuse the Company’s funds or mishandle the Company’s funds for any personal use apart from the designated purpose that too with prior permission from the Company. In the event, the Employee does not follow the same, he shall then indemnify the Company towards total amount of mishandling and misuse of the Company’s funds. The Employee also undertakes that he shall abide by the unapproved decision taken by him towards any commercial transactions arising out of the said decision and agrees to indemnify the company against any losses and/or damages suffered by the Company arising out of such unapproved commercial transaction.
3. The Employee further undertakes not to indulge in any misconduct during the working hours and in case of default the Employee shall be solely liable for all the losses caused to the company arising out of such misconduct on the part of the Employee.
4. The Employee further undertakes that the reputation of the Company shall be kept on extreme high and in case due to any loss or negligence or any mistake on the part of the Employee, the reputation of the Company is spoiled or damaged, then the Employee undertakes to indemnify the Company to the extent of losses, damages suffered by the Company.
5. The Employee further undertakes that he shall not misuse the Company’s premises while on duty and he shall be using the same only to perform his duty and not for any other purpose before, during or after the duty hours.

M. P. Lad



Krystal Integrated Services Pvt. Ltd.



6. The Employee further undertake not to manipulate any company documents and in case there is any manipulation of documents committed by the Employee or has withheld the knowledge of any manipulation then the Employee agree to indemnify the Company to the extent of loss/damage incurred on account of the said manipulation.
7. The Employee shall take good care of the machinery, plants, goods, materials and other assets and effects entrusted or are being used by the Employee or to which the Employee have access, and shall not divulge, spoil or injure the same.
8. The Employee shall hold the Company's property all memoranda, books, letters notebooks, plans, specification etc., and all copies thereof in any way relating to the business or affairs of the employer whether made by the Employee or coming into his possession and on termination of the employment or on demand at any time prior thereto undertakes to deliver the same to the Company.
9. The Employee further undertake to indemnify the Company for all the time from all the litigations/disputes/claims accrues out of Non-compliance of any provisions of law as committed by him.
10. The Employee further undertakes to abide by all the statutes/rules/ regulations as applicable.

IN WITNESS WHEREOF, the said Employee has hereunto set his hand the day and year first hereinabove written.

Accepted By



Name: **Mr. Prasad Minesh Lad**

Place: Mumbai

Date:

In presence of

1.

A. Lyakhat

2.

[Signature]

Krystal Integrated Services Pvt. Ltd.



NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made at Mumbai on this **September 03, 2016** between

Krystal Integrated Services Pvt. Ltd. a Company incorporated under the provisions of Companies Act, 1956 and having its Office at Krystal House, 15A/17, Shivaji Fort CHS, Duncans Causeway Road, Sion (East), Mumbai – 400 022 hereinafter called as “the Company” (which expression shall unless repugnant to the context or meaning thereof mean and includes its heirs and successors) of the One Part.

-AND-

Mr. Prasad Minesh Lad Indian inhabitant residing at **Atharva Plot No. -61, Bhaudaji Raod, Opp. Indian Gymkhana Matunga, Matunga, Mumbai, Maharashtra – 400 019** herein after referred to as “the employee” which expression shall unless repugnant to the context or meaning thereof mean and include its heirs and successors) of the Other Part.

WHEREAS the company has appointed the employee vide a letter of Appointment dated September 03, 2016 with terms and conditions recorded therein.

AND WHEREAS during the course of the employment with the Company, the employee may come to know about secrecy of documents and other internal matters and information whether confidential or not; of the company where secrecy is required to be maintained in the interest of the company;

IT IS THEREFORE NECESSARY TO RECORD THE TERMS AND CONDITIONS AS AGREED BY AND BETWEEN THE PARTIES HEREIN IN ORDER TO MAINTAIN THE CONFIDENTIALITY OF THE INFORMATION;

1. The employee hereby gives solemn undertaking to the company and its management that not only during the period of his/her employment with the company but even after the same is discontinued for whatever reasons, the employee shall keep the secrecy of documents, trade secrets and all other confidential matter of the company undisclosed to any third party and shall not reveal the same to any other company including the Companies dealing in security, housekeeping, and other allied services.
2. The employee further gives an undertaking that he/she shall not disclose the secrecy of documents and trade secrets of the company and its clients to any other company or third person in which he may be employed and shall keep the secrecy limited to himself/herself only, under all circumstances.
3. The employee further agrees and undertakes to disclose to his/her new employers about his/her solemn undertaking given for this non-disclosure agreement.
4. The employee agrees and undertakes that upon separation from the Company not to solicit, either directly or indirectly, business from any customers serviced by him while in the employment of Company, and for a period of two years thereafter upon separation.



Krystal Integrated Services Pvt. Ltd.



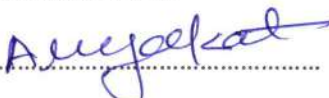
5. Further the employee also agrees and undertakes not to take up the employment with any of the direct or indirect competitors of the company while in the employment of the Company, and for a period of two years thereafter upon separation from the Company for whatever reasons, if the same is in violation of the terms of this agreement.
6. The employee hereby agrees and undertakes to indemnify and continue to indemnify from time to time and for all times to come, the company and its management for any loss or damage caused to them pursuant to the breach committed by the employee of the terms of this agreement and due to disclosure of secrecy of the documents and other trade secrets of the company.
7. **The Employee** agrees that monetary damages would be inadequate compensation to **the Company** in the event **the employee** breaches any provision of this Agreement. Therefore the Parties agree that in the event of a breach or threatened breach of confidentiality, **the Company** shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach. In the event of any breach of the terms and conditions, **employee** shall be liable to pay to **the Company**, monetary damages to the extent of loss incurred or damage suffered by **Company** on account of such breach.
8. This Agreement shall be governed under the laws of India. Both parties irrevocably submit to the exclusive jurisdiction of the Courts in Mumbai, for any action or proceeding regarding this Agreement.
9. The employee has been explained and interpreted the meaning of this agreement and after having understood the contents thereof, has put his/her hand herein below.

IN WITNESS WHERE OF parties here to have signed this agreement on the day and the year first hereinabove written.

SIGNED AND DELIVERED by the
Within named **M/s. Krystal Integrated Services Pvt. Ltd.**

* 
Authorized Signatory 

In the Presence of

1. 

2. 

SIGNED AND DELIVERED by the
Within named **THE Employee**

Krystal Integrated Services Pvt. Ltd.



Annexure "A"		
Name: Mr. Prasad Minesh Lad	Location: Mumbai	
Designation: Chief Mentor		
Headings	Monthly	Annual
Basic	6,30,000	75,60,000
HRA	3,15,000	37,80,000
CCA	1,80,000	21,60,000
LTA	1,20,000	14,40,000
Conveyance allowance	7,200	86,400
Medical Allowance	89,000	10,68,000
Management Allowance	1,26,666	15,19,992
Mobile allowance	60,000	7,20,000
Cars	48,000	5,76,000
CTC (Cost to the Company) A	15,75,866	1,89,10,392

- Note: 1) Any tax liabilities arising out of the remuneration will be deducted as per the Income Tax rules.**
- 2) In addition, you would also be eligible for Medical Insurance cover as per Company policy.**

X *M.P. Lad*