



## WINDFALL CONSULTANCY PVT LTD

# 33 Arcade, Ground Floor, World Trade Centre  
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Phone: +91.22. 22164040

www.windfall.co.in

### APPOINTMENT LETTER

**Ms. Pratiksha Bhosale**

8208735391

ppbhosale228@gmail.com

Sangamner

Dated: 15 March 2022

Dear **Ms Pratiksha Bhosale**,

We are pleased to offer you, the position of "**Programmer**" with **WINDFALL CONSULTANCY PVT. LTD.** (the 'Company') on the following terms and conditions:

**1. Commencement of Employment**

Your employment will be effective, as of **18 March 2022**.

**2. Job Title**

Your job title will be **Programmer**.

**3. Salary**

Your Cost to Company per annum will be **INR 3,00,000 (Rupees Three Lacs only)**

Details are as set out in **Annexure A**.

**4. Reporting and Deputation to Client**

You have been selected for a particular Client project. Accordingly, you will be assigned for the first year to a client project and will report to the Client Functional Manager. You will be working on Marketing Automation tools. Requisite training for the same will be provided.

You will additionally administratively report weekly to Windfall Consultancy Pvt. Ltd.

**5. Place of Posting**

The current position is a **Work from Home (WFH)** position till at-least **April 2022**. Subsequently we may (depending on the covid situation in India) ask you to continue WFH or to work from our physical offices or our client offices in Mumbai, Bengaluru, Pune or Delhi. Your preference in the choice of city may be considered.



Ms. Pratiksha Bhosale

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#### 6. Probation

You will be on probation for a period of **three months** from the date of your joining the Company. Your confirmation post that will be at the recommendation of your Functional Reporting Manager and the final decision on the same will rest with the Company management. On the day of completion of probation period, you will be deemed to be confirmed automatically unless you hear from HR in writing.

#### 7. Bond of Employment

You will enter into a *Bond of Employment* with the Company. The Company and our Client will be spending a large sum of money and expending a lot of effort to upskill you in specific technologies. Accordingly, you agree to enter into a Bond of Employment for **16 months**.

This bond will be separately executed. It will have a penal provision, whereby if you break the bond by not serving out the said **16 months**, you will be required to pay the Company a sum of **Rs 60,000** and additionally forgo one month's salary.

#### 8. Notice Period

In the event of you submitting your resignation, you are required to serve and complete a mandatory notice period of **three (3) months** from the date of resignation. This is **non-negotiable** and cannot be adjusted against any accumulated leaves or through a buyout. No leaves are permitted to be taken during the notice period.

#### 9. Hours of Work / Rotational Shift

The normal working days are Monday through Saturday. Second and fourth Saturdays of the month are holidays. You may be on rotational shift and you **explicitly re-confirm** herein your ability to work in rotational shifts.

#### 10. Leave/Holidays

You are entitled to **15 days** of privilege leave per year. Leaves not availed lapse and are not en-cashable.

The Company shall notify a list of declared holidays in the beginning of each year. These leaves may be as per the Client Company's HR policy.

#### 11. Discharge of Duties

You will perform to the best of your ability all the duties as are inherent in your post and such additional duties as the Company may call upon you to perform, from time to time.

#### 12. Medical Fitness

You declare being physically fit. In case it is considered essential, you may have to undergo a medical examination to assess if you are medically fit and capable of carrying out your duties and if you are found medically unfit, your services are liable to be terminated.

#### 13. Company Property

You will always maintain in good condition the Company property, which may be entrusted to you for official use during the course of your employment and shall return all such property to the Company prior to relinquishment of your charge, failing which the cost of the same will be recovered from you by the Company.

*Handwritten signature: H. Hosale P.P.*







#### 14. Conflict of Interest

You are forbidden to engage yourself, part time or full time, in any other trade, or profession, directly or indirectly and whether for gainful purpose or otherwise and specifically not engage in any tasks for any commercial gain.

You will not seek nor accept employment or favours from our past and present client(s) or their subsidiaries / sister concerns or associate firms. Breach of any of these condition(s) will make you liable to consequential and/or incidental damages and legal prosecution.

You will not borrow or accept any money, gift, reward or compensation for your personal gains from or otherwise place yourself under pecuniary obligation to any person/client with whom you may be having official dealings.

#### 15. Intellectual Property rights

All rights pertaining to software or process development effected by you (singly or in a team) during your tenure with us, vests with the Company. You will **not** have any copyright or intellectual property rights on the same. Further, you will not disclose the details of the work being done (work planned, or executed, or under execution) to other individuals or firms, present and past.

#### 16. Confidential Information

- You agree to not reveal the Company or the Client Company's name or details to any one and keep the information as confidential.
- You explicitly confirm not to disclose your salary details to any colleague or co-worker.
- You agree to **deactivate** your **LinkedIn** page (if any) and ensure that it does not reference the Current Company or Client Company's name and has no information on your current project or skills.
- You also agree and vouch to ensure that your other social media pages (Facebook, Instagram, Twitter etc.) and your posts do not reveal the Current Company name, Client Company name, Project or skill details
- You must always maintain the highest degree of confidentiality and keep as confidential the records, documents and other confidential Information relating to the business of the Company (or Client company) which may be known to you or confided in you by any means and you will use such records, documents and information only in a duly authorized manner in the interest of the Company.
- Confidentiality is of paramount importance. **Annexure B -- NON-DISCLOSURE AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT WITH CLIENT** -- is a separate file, which will require a sign off by the candidate, thereby confirming his agreement to the terms and conditions in the said agreement.

#### 17. Termination

Your appointment can be terminated by the Company, without any reason, by giving you one months' prior notice in writing or salary in lieu thereof.

The Company reserves the right to terminate your employment summarily without any notice period or termination payment, if it has reasonable ground to believe you are guilty of misconduct or negligence or have committed any fundamental breach of contract or caused any loss to the Company by way of performance or any other reason.

On the termination of your employment for whatever reason, you will return to the Company all property; documents and paper, both original and copies thereof, and Confidential Information, in your possession or under your control relating to your employment or to clients' business affairs.

#### 18. Governing Law/Jurisdiction

Your employment with the Company is subject to Indian laws. All disputes shall be subject to the jurisdiction of the courts of Mumbai only.



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#### 19. False Information

Please note that furnishing of false information or suppressing any facts is adequate reason for disqualification and termination. Should such an act come to our notice at any time during the period of your employment in the Company, your services will be liable to be terminated forthwith.

#### 20. Acceptance of our Offer

Please confirm your acceptance of this letter of Employment by signing and returning the duplicate copy. This appointment offer is effective only if you also accept the provisions of the **Non-Disclosure Agreement (NDA)** and **Bond of Employment**, referred herein above, which are to be separately executed.

We welcome you and look forward to receiving your acceptance and to working with you.



RAASHI NAIK

For Windfall Consultancy Pvt. Ltd.

I have read and accept the terms of this appointment / offer letter.

Ms. Pratiksha Bhosale

Name and Signature of EMPLOYEE

Date: 15.02.2022







## Annexure 'A'

### COMPENSATION BREAKUP / DETAILS

- SALARY SLAB 'J' Details as per image below.
  - Per Annum Cost to Company of **Rs 3 lacs** per annum
  - Basic salary **Rs 15,000** per month.
  - Perquisites per month  
**Rs 10,000** per month
- Per Annum Cost to Company of **Rs 3 lacs** per annum
- Tax Deduction at Source (TDS) will be as per applicable Income Tax rates.
- Professional Tax subject to a maximum of **Rs 2,500 per annum**.
- No deduction on account of PF and no PF payable.
- No other annual emoluments payable.

Category J

#	Month	Salary ₹
1	Month 01	25,000
2	Month 02	25,000
3	Month 03	25,000
4	Month 04	25,000
5	Month 05	25,000
6	Month 06	25,000
7	Month 07	25,000
8	Month 08	25,000
9	Month 09	25,000
10	Month 10	25,000
11	Month 11	25,000
12	Month 12	25,000
ΣΣ		3,00,000

## Annexure 'B': NON-DISCLOSURE AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT WITH CLIENT

A separate file. To also be signed off by the Employee with this offer letter.

Employee to please sign every page (bottom right)

*dt. 20.01.2020*

