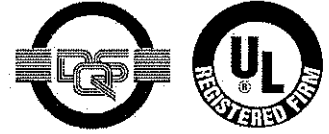




VXL Instruments Limited

No.1783, Sector 1, Phoenix House, 19th Main,
HSR Layout, Bengaluru-560 102
Website: www.vxl.net E-mail: cfo@vxl.net
CIN: L85110 MH1986 PLC 272426



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10008316 UM

VXL/NB/BSE/2018-19/
7th December, 2018

Department of Corporate Services
BSE Limited
Floor 25, P J Towers, Dalal Street
Mumbai-400 001

Dear Sirs

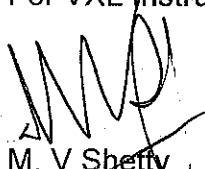
Sub: Intimation of outcome of the Board Meeting held on 7th December, 2018 pursuant to Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015

This is with reference to the captioned subject, please be noted that that the Board of Directors of the Company in its Board Meeting held on 7th December, 2018 has appointed Mr. Kishan S Rao as the Chief Financial Officer (CFO) of the Company with effect from 7th December, 2018. Brief profile of Mr. Kishan S Rao is attached herewith.

Please take the above on your record and treat this as compliance with Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.

Thanking you

Yours faithfully
For VXL Instruments Limited


M. V. Shetty
Whole-time Director
DIN:00515711

Brief profile of Mr. Kishan S Rao:

Kishan S Rao is a Chartered Accountant with 12 years of post qualification experience. As per ICAI his CA membership number is 217793.

Post qualification he was working with Sasken Networks Engineering Ltd & Concentrix Technologies (India) Private Limited where he was taking care of end to end process of Accounts & Finance, preparation of MIS reports of the entity.



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Date 07.12.2018

Mr. Kishan S Rao
Flat No 306, Hemavathi Elite
Udayanagar 2nd cross
Uttarahalli main road
Bengaluru - 560 061

Sub: Appointment letter

Dear Mr. Kishan S Rao

We are pleased to offer you an appointment as “Chief Financial Officer” in our organization. The terms and conditions of your appointment are as under:

1. Your salary details are attached in Annexure -1 hereto which is deemed to be a part and parcel of this appointment letter.
2. Besides your salary, you will also be entitled for perquisites as per Company rules.
3. Though you have been engaged for a specific position, the Company reserves the right to transfer you to any other location, department, establishment, factory or branch of the Company, either in India or abroad. The Company also reserves the right to transfer your services to any of its subsidiaries or sister concerns. In such cases you shall be governed by the terms and conditions of services applicable to the new assignment.
4. Your position with the Company calls for whole time employment and you will devote yourself exclusively to the business of the company. You will not take up any other work for remuneration (part time or otherwise) or work on advisory capacity or be interested directly or indirectly (except as shareholder or debenture holder) in any other trade or business, during your employment, without written permission from the Company.
5. You will be covered by our Domestic & Foreign Travel policy rules applicable to your level for business visits outside your normal place of work
6. In case of any act of Indiscipline or Prolonged Unauthorized absence and/or poor performance, the Company may terminate your services, without any Notice Period.
7. a) After appointment, your employment with us is terminable by either party giving an advance Notice of 90 days In writing.
b) However, if at any time during your employment with the Company, you have signed with the Company any service agreement requiring you to serve the Company for any specified agreed period and such period has not expired at the time you desire to leave

the Company's services, then your leaving the Company's services shall be governed by the provisions of any such service agreement signed by you.

- 8 .Kindly note that your relieving from the responsibilities will be subject to satisfactory completion of the project/assignment or your serving of 90 days notice period, whichever is later.
9. Every employee shall retire from services on the last working day of the month following his/her attaining the age of 60 years. The date of birth as recorded at the time of employment with the Company shall be final for this purpose.
10. All taxes and /or any other statutory dues and /or income shall be payable by you and VXL Instruments Ltd shall not be liable for the same in any manner whatsoever.
11. Jurisdiction for the purpose of any disputes and differences that may arise between VXL Instruments Ltd and the employee will be Bengaluru.

12. NON-DISCLOSURE OF INFORMATION

Any information made available to you by the company or by any other party in connection with the work entrusted to you by the company, shall be maintained in strict confidence by you and shall not be disclosed to any outside party without a written permission from the company.

To protect company's trade interests and confidential information, you will not join any of the company's current competitor firms for a period of two years directly or indirectly after leaving the services of the company.

This Para survives for 2 years after the end of the contract.

The above terms and conditions are based on Company policies, procedures and other rules currently applicable and are subject to amendments and adjustments from time to time. You shall also abide by all other Rules & Regulations of the Company as shall be in force.

We request you to confirm to us your acceptance of this offer by returning to us the duplicate copy of this letter duly signed by you.

We look forward to having a long and mutually beneficial association with you.

For VXL Instruments Limited


M V Shetty
Whole Time Director

ANNEXURE -I

Name	KISHAN S RAO
Designation	CHIEF FINANCIAL OFFICER
EMP. No	14001

Descriptions	Rupees Per Annum/ INR	Rupees Per Month / INR
Basic (30% of Fixed Pay)	480024	40,002
HRA (40% of Basic Pay)	1,92,012	16,001
Other Allowance	8,41,800	70,150
Gross Salary- Fixed Compensation	15,13,836	1,26,153
PF	63,168	5264
Gratuity	23,076	1923
Total CTC	16,00,080	1,33,340

Education allowance	Education allowance	Education allowance	Education allowance
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For VXL Instruments Ltd


M V Shetty
 Whole Time Director

Leave eligibility

Privilege Leave: You would be eligible for 20 days of PL in a calendar year on pro-rata basis.

Casual Leave: You would be eligible for 7 days of CL in a calendar year on pro-rata basis.

Sick Leave: You would be eligible for 10 days of SL in a calendar year on pro-rata basis

NOTE:

Net Monthly Take Home salary is subject to deduction of Professional Tax, Income Tax, Provident Fund as applicable.