

WHISK SOFTWARE

P R I V A T E L I M I T E D

(subsidiary of GSPANN Technologies, Inc.)

Dated: 04th March 2022

Ref: WHISK/IND/0322-24

Mr. Shaik Rabbani Basha,

H No: 203, Ongole, BR Homes,

Prakasam, Andhra Pradesh - 523001

Phone No: +91 8807233637 / +91 7306333276 / +91 7760098786

Email: sk.rabbanibasha111@gmail.com

Sub: Appointment Letter

Dear Rabbani,

1. With reference to our discussion held, we are pleased to offer you an employment in our organization as **"Software Engineer" (Band-S3)** at **Hyderabad** Center.
2. Your joining is on **Monday, 7th March 2022**. The offer stands withdrawn thereafter unless the date is extended by us and communicated to you in writing.
3. Your annual CTC will be **Rs. 7,50,000/- (Rupees Seven Lakh Fifty Thousand Only)**. All necessary taxes will be deducted at source as per statutory requirements.
4. Your employment with us will be governed by the terms and conditions referred in Annexure-A & B.
5. In case of further clarification, please reach HR team or mail to hr.india@gspann.com

We welcome you to WHISK and look forward to a long and mutually beneficial association.

For WHISK Software Pvt. Ltd.

Ms. Shivani Sharma

Senior Manager – HR

Annexure A – Terms & Condition of Employment

Annexure B – CTC Breakup

Annexure C – Joining Documents

Sk. Rabbani Basha

CIN No of the Company U72200DL2010PTC199750

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Annexure-A

1. Acceptance/Documents

You are required to sign and submit a copy of this letter of appointment as a token of your acceptance of our terms and conditions within 2 working days. The relieving / resignation acceptance letter from your previous organization has to be submitted on your joining the company. Any extension of the same will require a formal approval from your reporting authority which in case should happen before disbursement of your first monthly salary. You are required to provide photocopies of documents at the time of joining as mentioned in **Annexure C without fail**. Please bring original certificates/documents for verification.

Note: Please bring resignation acceptance letter from your previous employer on the day of your joining in case you haven't received the relieving/experience letter yet. Failing to submit the same may lead to postponement of your joining date.

2. Full time employment

Your position is a whole-time employment with the Company, and you shall devote yourself exclusively to the business and interests of the company. You will not take up any other work for remuneration (part time or otherwise) or work in an advisory capacity or be interested directly or indirectly (except as shareholder / debenture holder), in any other trade or business during your employment with the company, without permission in writing of the Board of Directors of the Company. You will also not seek membership of any local or public bodies without first obtaining specific permission from the Management.

3. Performance Reviews / Appraisals:

The company follows Annual Performance Review cycle i.e 1st April to 31st March (Financial Year). An employee who joins on or before 30th September is eligible in the following annual appraisal cycle. An employee who joins on or after 1st October will be covered under the next annual appraisal cycle.

4. Secrecy/Confidentiality

You will not during the course of your employment with the company or at any time there after divulge or disclose to any person whomsoever, make any use whatsoever for your own purpose or for any other purpose other than that of the company, of any information or knowledge obtained by you during your employment as to the business or affairs of the company including development, process reports and reporting system and you will during the course of your employment hereunder also use your best endeavor to prevent any other person from doing so.

5. Intellectual Property

If during the period of your employment with us you achieve any invention, process improvement, operational improvement, or other process/method likely to result in more efficient operation of any of the activities of the company, the company shall be entitled to use, utilize, and exploit such improvement and you shall assign all rights thereof to the company for the purpose of seeking any patent rights or for any other purpose. The company shall have the sole ownership rights of all the intellectual property rights that you may create during the tenure of association with the company including but not limited to the creative concept that you may develop during your association with the company.

Sk. Rabbani Bajha



6. Communication Security

Security is an important aspect of our communication and office infrastructure. Communication security is maintained by controlling physical access to computer system, disabling all working stations, floppy disk drives and companywide awareness about the need for protection of intellectual property and sensitive customer information.

7. Responsibilities & Duties

Your work in the organization will be subject to the rules and regulations of the organization as laid down in relation to conduct, discipline and other matters. You will always be alive to responsibilities and duties attached to your office and conduct yourself accordingly. You must effectively perform to ensure results.

8. Termination of Employment

- i. Your employment/services will be governed by Company's rules and regulations applicable from time to time. In case you desire to leave the Company, you shall give a sixty days' notice, and in case the Company initiates the separation the Company shall give a sixty days' notice, or sixty days' basic salary in lieu thereof. WHISK Software Pvt. Ltd. reserves the right to terminate your employment on grounds of policy, misconduct, or unsatisfactory job performance.
- ii. Unauthorized absence or absence without permission from duty for a continuous period of 7 days would make you lose your lien on employment. In such case your employment shall automatically come to an end without any notice of termination or notice pay.
- iii. You will be governed by the laid down code of conduct of the company and if there is any breach of the same or non-conformance of contractual obligation or with the terms and conditions laid down in this agreement, your service can be terminated without any notice; notwithstanding any other terms and conditions stipulated herein the company reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interest.
- iv. Upon termination of employment, you will immediately hand over to the Company all correspondence, specifications, formulae, books, documents, market data, cost data, affects or records belonging to the Company or relating to its business and shall not retain or make copies of these items.
- v. Any leaves availed during the notice period would result into extension of Notice Period.
- vi. Upon termination of employment, you will also return all company property, which may be in your possession – Laptop, data card, cellphone etc.
- vii. Post-Employment: On leaving the services of the Company, you shall not take up a full-time / part-time employment with any of our customers and competitors for the period of two years.

9. Bonus / Accommodation

If you leave the organization before the completion of 1 year, you are liable to re-pay the joining bonus, relocation expenses, buyout amount and cost of Accommodation (if availed). The amount would be deducted at the time of full and final settlement.

10. Personal Particulars

You will keep us informed of any change in your residential address, contact details, your family status, or any other relevant particulars.

Sk. Rabbani Basha



11. Nature of Work

You will work at high standard of initiative, creativeness, efficiency, and economy in the organization. The nature of work and responsibilities will be assigned and explained to you by your senior from time to time.

12. Working Hours and Shifts coverage

You may be assigned / rostered in rotational / standard Shift Work based on the business operations. E.g., early morning shift, afternoon shift, evening shift or late-night shift. No sleeping is permitted during any shifts.

The decision of shift allocation will rest with the Reporting Manager / Engagement Manager / Delivery Head / Practice Head etc. and you will need to honor the same.

The regular working hours of the company are 8.30 hours including 30 minutes for lunch break.

13. Dress code

You need to be formally dressed up in company working days, which defined as Monday to Thursday you carry formal attire & on Friday in casuals.

14. Assignment, Transfer and Deputation

Though you have been engaged to a specific position, the company reserves the right to send you on deputation / transfer / assignment to any of the company's branch offices in India or abroad, whether existing at the time of your appointment or to be set up in the future.

15. Training

You will hold yourself in readiness for any training at any place whenever required. Such training would be imparted to you at the company's expense. Employee is eligible to get a certification fee reimbursement upon prior approval from Management. In case the employee leaves the company before completing one year from the certification fee reimbursement date, he /she is liable to pay back the amount to the company and the same would be considered in computing the Full and Final settlement of the employee. Kindly note that refusal to participate in a training program without any extraneous circumstances or reasons would lead to automatic termination of your employment.

16. Restrain

i. Access to Information

Information is available on need-to-know basis for specific groups and the network file server of the company is segregated to allow individual sectors information access for projects and units. Access to this is authorized through access privileges approved by unit mentors or project mentors.

ii. Restriction on Personal Use

Use of company resources for personal use is strictly restricted. This includes usage of computer resources, information, internet service, and working time of the company for any personal use.

iii. Appointment in Good Faith

It must be specifically understood that this offer is made based on your proficiency on technical / professional skills you have declared to possess as per your application for employment and

Sk. Rabbani Bayha



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your ability to handle any assignment/job independently. In case later any of your statements / furnished are found to be false or misleading or your performance is not up to the mark or falls short of the minimum standard set by the company, the company shall have the right to terminate your services forthwith without giving any notice notwithstanding any other terms and conditions stipulated therein.

- iv. 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 in any other trade or business, during your employment with the company, without written permission from the company.

17. Notes

- i. For purpose of contribution to PF, Gratuity, Superannuation, if any, and encashment of leave, notice period etc., computations will be on Basic Pay.
- ii. Please note that the salary structure of The Company may be altered/modified at any time. A prior notice would be given to you for the same. Further salary, allowances and all other payments/benefits will be governed by The Company's rules as well as statutory provisions in force from time to time and subject to deduction of appropriate Taxes at source.
- iii. Gratuity shall apply as per the 'Payment of Gratuity Act 1972'.

18. Insurance Benefits:

GMI (Group Medical Insurance); You would also be enrolled under the existing Medical Insurance scheme of the company with a cover of 5 LAKHS (floating cover) applicable to Self, Spouse, and 2 children.

19. Paid Leave:

You are entitled to avail 21 working days (@1.75 leave per calendar month) of paid vacation leave, per year. Women employees who have been on the rolls of company for 80 calendar days, can avail a maximum of 26 Weeks (182 calendar days) of total maternity leave up to two children and can avail a maximum of 12 Weeks (84 calendar days) of maternity leave for more than two children. You will also be entitled to avail 9 public (National & Festival holidays) declared & published by the company during the start of each calendar year. Leave and Holiday entitlement starts from your date of joining.

The above terms and conditions are based on the company's policy, procedures, and other rules currently applicable in India and are subject to amendments and adjustments from time to time. In all matter including those not specifically covered here such as traveling, retirement, etc. you will be governed by the rules of the company as shall be in force from time to time.

I have read the above terms and conditions of Employment and would hereby confirm strict adherence to the same.

Date:07-03-2022

Place: Bangalore

Signature: *Sk. Rabbani Basha*

Name: Shaik Rabbani Basha

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Annexure – B

		Hyderabad
Fixed Salary Annually		7,50,000
Fixed Salary Monthly		62,500
	Monthly	Annual
Basic	25,000	3,00,000
HRA	12,500	1,50,000
Fuel Reimbursement	1,800	21,600
Books & Periodicals Reimbursement	1,000	12,000
Telephone Reimbursement	1,500	18,000
LTA Reimbursement	3,500	42,000
Sodexo	2,000	24,000
Special Allowance	13,400	1,60,800
Total Gross Salary	60,700	7,28,400
Gross Salary	60,700	7,28,400
Less :		
PF Employee Contribution	1,800	21,600
P. Tax	200	2,400
Sodexo	2,000	24,000
Net Salary payable in Hand	56,700	6,80,400
PF Employer Contribution	1,800	21,600
Cost to Company	62,500	7,50,000
Accrual of PF to Employee's Account Each Year		Amount *
Employee Contribution		21,600
Employer Contribution		21,600
Total		43,200

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Annexure – C

S. No	Checklist
1	Appointment letter, Appraisal / Salary revision letter (as applicable) - Previous employer/s
2	Resignation acceptance letter / email - previous employer
3	Relieving / Experience Letters - All previous employers
4	Salary Slip - Last 3 months pay stubs of all previous employers
5	PAN Card, Passport, Aadhar Card - 2 photocopies each
6	Passport size photographs - 3
7	PF and UAN Number (mostly mentioned in the Pay slip)
8	Residential Address proof (Driver's license / Voter ID card / Aadhar card)
9	Convocation, Provisional, Marks memo – 10 th , 12 th , Graduation, Post-Graduation
10	Income Tax – Form 16 / Form 12B from the latest employer for the current and previous Financial year – Mandatory submission
11	Technical Certificates (if any)

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