# **Appointment Letter**

Employee ID: EIS00004

Dear Anand Kumar Desai

Welcome to Envision Integrated Services Private Limited.

You are appointed as **JUNIOR ENGINEER** in Permanent role w.e.f **28-08-2023** and your Base operations are from HYDERABAD. The following are the terms and conditions of the Employment.

#### **COMPENSATION & BENEFITS**

- 1. Your total Annual Salary (CTC) will be Rs.**240000**. The detailed compensation structure is described in Annexure- A.
- 2. Your salary will be reviewed periodically as per Company policy. However, changes in your compensation are discretionary and will be based on effective performance results during the period and other relevant criteria.
- 3. Permanent employees will get additional benefit and contribution to Provident Fund. Computations will be on the basic component of the remuneration package and as per relevant & applicable rules and regulations.
- 4. Please note that the remuneration structure may be altered/ modified at any time without prior notice and your remuneration and other terms may accordingly be altered/ modified from time to time. Further, 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.
- 5. Your remuneration package is strictly confidential between you and the Company and should not be discussed with any one nor divulged to anyone in any manner whatsoever.
- 6. Employees in India are normally paid their monthly remuneration through bank every month.

#### PERIOD OF SERVICE

- 1. Executing a 2 year(s) training cum service agreement with the company.
- 2. The Probation Period is six months and you will be under evaluation. During this tenure if your performance is not reaching the expectation and satisfaction level, the Probation period will be extended or You will be removed from the position.

### **HOURS OF WORK**

- 1. Work days: 6 Days / Week.
- 2. The working hours applicable to you will be dependent upon your place of posting. Further, you should be prepared to work on any shift, as may be warranted by the Company's/ Client's work requirements. Depending on Organizational requirement or project contingencies, your working hours may be modified/ altered from time to time. You may also be required to work on holidays/ weekends depending on the nature of the project's.
- 3. The Company does not make overtime payments for extra hours worked, if any.

### LEAVES & HOLIDAYS

- 1. You will be entitled for 18 days paid leaves per calendar year on a prorate basis from your date of joining. Earned leave will be credited to your account on a monthly basis.
- 2. You will be eligible for encashment of Paid leaves as per the Basic Component of your salary.
- 3. As each region may have a different set of holidays, your holiday calendar will be governed by your office/ client location.

### UNAUTHORISED ABSENCE FROM WORK

- 1. Unauthorized absence for a period of 3 days or more will be treated as absconding from duties and shall not be entitled to any pay, allowances and proceedings during the period of such absence and will lead to termination of employment.
- 2. Absconding from duties with any damaging or improper returning of company's belongings by the employee will be considered as stealing of company's property. So the company has all due right to take legal action towards employee.

#### RETIREMENT AGE

1. All employees in the company shall retire on attainment of normal retirement age of 58 Years fixed by the company.

#### **DISPUTES**

- 1. Any disputes between yourself and the company shall be subject to the jurisdiction of and be determined by a court of competent jurisdiction in Hyderabad. When you are deputed overseas or assigned to work with any group company or affiliate, in the event of a dispute arising due to a breach of any provision of this Agreement the company shall have the right to seek relief in any court in the geographic location of your assignment and the governing law shall be the applicable law of that jurisdiction.
- 2. In the event of a dispute arising due to a violation of the non-compete provision of this Agreement the company shall have the right to seek damages and injunctive relief in any court in the geographic location of the customer(s) and the governing law shall be the applicable law of that jurisdiction.

### **BACKGROUND VERIFICATION**

- 1. The Company reserves the right to carry out reference verifications or background checks prior to your joining the Company or during the course of your engagement with this Company. Such background checks and reference verifications, amongst others, would include past engagement and salary (this will include your immediate previous engagement), criminal records, countries resided in or worked in, etc. The Company reserves the right to carry out banned/ illegal drugs/ narcotics substance screening tests on you at any point of time during your engagement. You understand and acknowledge that this is a requirement and you have no objections whatsoever if such checks and verifications are carried out by the Company or a third party agency engaged by the Company.
- 2. In verification the information furnished by you in your application is misstated or documents submitted by you are not correct or banned/illegal drugs/ narcotics substance screening test results are positive, the Company shall, at its sole discretion be entitled to forthwith terminate and/ or revoke your engagement with the Company, without further reference in the matter. Further, termination under this Clause will not confer on you any right to stake claim of any kind of compensation from the Company.

## TERMINATION OF EMPLOYMENT

- 1. Exit by Separation:
  - 1. Employee should serve 3 months notice period.
  - 2. Employees have to pay Gross Salary in lieu of Notice period.
  - 3. In the event that you decide to leave the company before a period of service agreement you must pay an amount of 200000 (INR) in lieu of the breaking of service agreement.
  - 4. The service agreement/ notice period calculated on a prorate basis from your date of joining/ resignation vice-versa.
- 2. However should you sign any service agreement with company as a part of your employment process or later in the course of your employment in the company, you will then not be entitled to terminate your employment with the company unless you comply with the terms and conditions of the agreement in addition to the above.
- 3. Any employee leaving the organization before completion of Service agreement from his/her Date of joining will be liable for recovery of any kind of payments made to him at the time of joining. (Joining Bonus, Notice Period Payment, Relocation Expenses and any other payment made to him at the time of his joining.)
- 4. The company shall have the right to terminate this agreement forthwith, without any notice and without any salary in lieu of notice period in the event of any of the following:
  - 1. a.Unauthorized absence for a period of 3 days or more will be treated as absconding from duties.
  - 2. b.Breach on your part of any terms and conditions of this contract and any other rules made applicable to you in respect of your employment with us.
  - 3. c.Violation on your part of the company's rule with regards to the authenticity and information declared at the time of joining the company.
  - 4. d.Any misconduct or failure to carry out any of your duties, confidential data and obligations.
  - 5. e.Reducing of workforce in case of cancelation of the project or Natural calamities, company has due rights to terminate the employee with one month or less than one month of written notice.

## GENERAL TERMS AND CONDITIONS

- 1. You can be transferred to any other location, department, function, establishment, or branch of the Company or subsidiary, associate or affiliate Company in case if the Company requires so for business purposes. In such case you will be governed by the terms and conditions of service applicable to the new assignment.
- 2. You shall be bound by all the policies, rules, regulations and procedures currently prevailing or that may be established by the Company in future, and any modifications thereof or additions thereto, as may be declared by the Company from time to time.
- 3. During your engagement with the Company, you will, at all times, observe secrecy in respect of any technical, trade or business data, customers' names/ business details or any other information that might come to your knowledge or possession, which according to the Company are necessarily confidential and form valuable property of the Company. You shall not disclose nor cause the disclosure of any such data in any manner whatsoever.
- 4. In the event of your leaving the engagement with the Company, you are expected not to take up employment or enter into any type of business/ commercial association with any of the Company's clients or their associates, for a period of two year from the date of cessation of this engagement. You have to safeguard Envision Integrated Services Pvt. Ltd and its customers Intellectual Property Rights and confidential information even after termination of your engagement or business relationship with Envision Integrated Services Pvt. Ltd.

- 5. All software, systems, ideas, concepts, designs, documentation or any other material produced by you during the period of your engagement with Envision Integrated Services Pvt. Ltd will either be Intellectual Property of Envision Integrated Services Pvt. Ltd or that of its Customers. You will not have any rights to such material as described above.
- 6. You are required to comply with all the policies of the Company including but not limited to the Code of Ethical Business Conduct, the Anti-Sexual Harassment Policy and such other policies, as communicated to the associates of Envision Integrated Services Pvt. Ltd from time to time. In case of any violation or failure to comply with such Company Policy/policies, the Employee shall be subjected to the disciplinary action as per company policy.
- 7. Any invalid provision or any gap or uncertainty of any provision in the Appointment letter that becomes apparent when performing the Appointment letter shall be replaced, interpreted or Supplemented as the case may be in such a manner that the intended purpose of the Appointment letter will be achieved.
- 8. Should any provision of this Appointment letter be or become ineffective, or be held to be invalid, this shall not affect the validity of the remaining provisions hereof. Any invalid provision or any gap or uncertainty of any provision in the Appointment letter that becomes apparent when performing the Appointment letter shall be replaced, interpreted or Supplemented as the case may be in such a manner that the intended purpose of the Appointment letter will be achieved.
- 9. From the date of last working day full & final settlement & respective documents will be cleared on/before 45 days.
- 10. Under Income Tax Act, it is obligatory for all the employees to submit their Permanent Account Number (PAN) to company at the time of joining for the purpose of TDS (Tax Deduction at Source). In case if the employee fails to provide the PAN card details, employer will not provide the FORM16 to the employee.
- 11. You are to devote your full time, attention and ability to the interest of the company.
- 12. By signing a copy of this letter, you are confirming that familiar with Envision Integrated Services Pvt. Ltd's policies. Envision Integrated Services Pvt. Ltd. reserves the right to interpret, change, suspend or terminate any of its benefits, policy plans or programs in accordance with its needs from time to time.

We take this opportunity to welcome you to the Envision IS family and wish you a satisfying engagement with us.

# ACCEPTANCE OF JOINING

The terms and conditions of this Appointment Letter are fully acceptable to me. I shall report for duties on 28-08-2023

Sincerely,

For Envision Integrated Services Private Limited.

Employee Name: Anand Kumar Desai

# ANNEXURE – A

EMPLOYEE NAME		Anand Kumar Desai
EMPLOYEE ID		EIS00004
DESIGNATION		JUNIOR ENGINEER
DATE OF JOINING		28-08-2023
DATE OF RELEASING		28-08-2023
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#### EARNINGS - A

PARTICULARS	Annual	Monthly
BASIC	48000	4000
HOUSE RENT ALLOWANCE	19200	1600
SPECIAL ALLOWANCE	54360	4530
MEDICAL	12000	1000
TELEPHONE	12000	1000.0
LEAVE TRAVEL ALLOWANCE	15000	1250
GROSS SALARY	226560	18880
EMPLOYEE PF	5760	480
GRATUITY	2308	192
PROFESSIONAL TAX	1800	150
NET TAKE HOME	216691	18057
EMPLOYER PF	6240	520
GROUP INSURANCE	7200	600
TOTAL COST TO COMPANY	240000	20000

Rupees Twenty Thousand Only.

The terms and conditions of this Appointment Letter are fully acceptable to me. I shall report for duties on **28-08-2023**.

Sincerely,

For Envision Integrated Services Private Limited.

**Authorized Signature** 

Employee Name: Anand Kumar Desai

**Employee Signature**