

11 Sep 2020

**Nagendra Kumar Singh**

L1/1&2, Nagarkot Society, Uliyan, Kadma, Jamshedpur, Jharkhand, 831005

**Contact No: 9731781552**

**Subject : Letter of Offer and Terms of Employment**

Dear **Nagendra Kumar Singh**,

Thank You for exploring career opportunities with **InfoVision Labs India Pvt. Ltd.** (hereinafter referred to as the "Company"). We are pleased to make you an offer of Employment for the position of SENIOR TECHNICAL LEAD in our Company. This letter will officially confirm your terms of employment and annual total earnings.

**Role:** SENIOR TECHNICAL LEAD

**Level:** L4

**Date of Joining:** 26-10-2020

**Location:** PUNE SEZ QUBIX

You are required to join the services of the organization at the earliest, but in any case, not later than **26-10-2020** failing which this offer shall automatically stand cancelled. On the day of your Joining, you would be required to sign an agreement of Employment.

The Company is offering you employment on the following terms and conditions:

**1. JOB TITLE AND JOB DESCRIPTION**

The Company shall prepare, and from time to time in mutual consultation with you revise and inform you accordingly about the job description that describes your statement of accountabilities, key performance indicators and competencies.

**2. PROBATION**

You will be on probation for a period of three months from the date of joining. During the time of probation, you will not be eligible for leaves as per company policy. Leaves granted if any will be at the sole discretion of the Reporting Manager, however, the employee continues to accrue his / her eligible leaves during the probation period. The company reserves the right to extend the probation period based on individual's performance.

**3. BACKGROUND VERIFICATION**

The Company reserves the right to conduct Background checks, directly or indirectly at any time, to verify such information and documents that you would provide in support of your academic qualifications, previous work experience and relieving letter from last employer and other particulars. If any discrepancies are found in such information or documents or if the results of

such background checks are found to be unsatisfactory, as determined by the Company, in its sole discretion, the Company may withdraw/cancel this offer. However, if at any time post joining it is found that, the Company is not satisfied with the results of your background check or you have furnished false information or withheld or suppressed any material fact or information, the organization Company shall be entitled to forthwith terminate your employment with or without notice.

#### 4. COMPENSATION

Your total achievable compensation for this position is made up of a fixed salary, retrials and bonus (if any) components to reflect your Annual Compensation as set out below.

##### 4.1 Gross Annual Salary:

Your Total Cash Compensation will be **INR 22,00,000.00 per annum** and will be structured as per the Annexure 1 details. This will continue to be applicable until further communication on the same. Your compensation includes allowances and Statutory benefits and will be structured in accordance with Company's compensation guidelines. The said amount includes Employer's contribution to Provident Fund, as applicable.

##### 4.2 Annual Performance:

Organization follows an annual performance cycle from 1<sup>st</sup> April of the year to 31<sup>st</sup> March of the following year. Your salary revision will be effective from 1<sup>st</sup> April of the following year based on your performance assessment. Employees joining the organization as of 31<sup>st</sup> December of the fiscal year will be eligible to participate in the annual performance reviews and applicable salary increments. The management reserves the right to review, change and/or modify the salary revision period at its sole discretion. The increments and payouts will be pro-rated based on the month of joining.

Any Incentive or/and bonus payouts will be subject to income tax and are based on the discretion of the Company.

**Please note** - You must be an employee of the Company and not serving notice period when bonus payments are made, to retain your bonus payment.

#### 5. EXPENSE CLAIMS

The Company shall reimburse the Employee for all reasonable expenses incurred during domestic and/or overseas business travel according to our Travel policy, provided the Employee had prior approval to incur the expense.

**a) Relocation Expenses:** Employees joining InfoVision Labs India Pvt. Ltd. from locations other than InfoVision Labs India Pvt. Ltd. offices are eligible for one time relocation benefits as per the relocation policy (includes – travel, accommodation & moving expenses), incase if the employee decides to leave the organization within one year of joining, InfoVision Labs India Pvt. Ltd. reserves the right to recover the entire amount from the employee.

**b) Travel & immigration expenses:** InfoVision Labs India Pvt. Ltd. employees get opportunities to

travel to client location or any of the InfoVision Labs India Pvt. Ltd. offices in India or overseas for which the expenses are borne by the organization. Incase if the employee decides to leave the organization within one year of joining, InfoVision Labs India Pvt. Ltd. reserves the right to recover the entire amount from the employee.

**c) Training & Certifications:** InfoVision Labs India Pvt. Ltd. invests and encourages constant and consistent upgradation of skills of its employees for which they undergo trainings & certifications, the expenses of which are borne by the organization. Incase if the employee decides to leave the organization within one year of joining, InfoVision Labs India Pvt. Ltd. reserves the right to recover the entire amount from the employee.

## **6. DATA PRIVACY**

In accepting employment with the Company, you understand and agree that the Company shall collect and hold your Personal Information and Sensitive Personal Data or Information (Data) as part of its human resources records, and that such information may be compiled into a database and from time to time and on a need basis it may be transferred to affiliates and third parties within or outside India for lawful business purposes only. In case you would like to review your Data, make changes or withdraw it or would like to know the purpose of collection of your Data and the details about the intended recipients, the Company shall fully cooperate with you to provide you with such information. The Company will keep your Data confidential by storing it in secured files and restricted folders. Access to these files shall be limited to Human Resources staff and other persons authorized by Head- Human Resources. You agree that these practices are reasonable security practices and procedures followed by the Company to safeguard your Data.

## **7. OWN BUSINESS AND DEVOTION**

During the term of this Agreement, you shall not engage in any business for your own account or for account of third parties and shall not accept any position in any private or public organizations without the written consent of the Company; and likewise, you agree to devote the whole time and attention during normal working hours and at such other times as may be reasonably necessary to the service of the Company.

## **8. CONFLICT OF INTERESTS**

The Employee may not sit on any Boards, or be a Director of any Public Company without prior approval. The Employee should not have any outside interests, which could compromise the Company in any way, or would impair or impact on your work performance.

**9. INCAPACITY OF EMPLOYEE** Shall you at any time be incapacitated or be prevented from performing your duties by illness, injury, disability or accident or any other circumstances beyond your control (such incapacity or prevention being hereinafter referred to as the "Incapacity"), you shall be required to forward to the Company for approval, satisfactory evidence of the incapacity and its cause.

## **10. TERMINATION OF EMPLOYMENT**

### **10.1 Retirement**

The appointment will become subject to termination by the company as employer on attaining the age of 58 years (age of retirement).

### **10.2 Conditions**

The Company may terminate your employment at any time without any reasons by giving the written notice, or the equivalent fixed salary in lieu of notice, at the Company's discretion. During the probation period, the notice period will be one month and upon confirmation, the notice period will be of two months. The employee can terminate the employment with appropriate written notice and approvals.

### **10.3 Termination Clauses**

The Company may terminate your employment at any time without prior notice if you:

**10.3.1** Commit any serious or persistent breach of any of the policies of this agreement or any agreement signed by you with the organization;

**10.3.2** Have been dishonest, seriously misbehaved, disobeyed the lawful instructions of the directors of the Company or their delegates;

**10.3.3** Are guilty of any grave misconduct or willful neglect in the discharge of your employment duties;

**10.3.4** On refusal to accept transfer, deputation or secondment or long term or short-term assignment;

**10.3.5** Insubordination or misconduct;

**10.3.6** Are convicted of any criminal offence other than an offence, which in the reasonable opinion of the Company, does not affect your position as an employee;

**10.3.7** Any other reason that the organization may deem fit.

### **10.4 Payment of Entitlements on Termination**

The payment of any entitlements on cessation of your employment, (for any reason), will only be made once you have complied with your Obligations on Termination as set out below. The Company is entitled to offset any amount of money from your termination payment, to the value of any property not returned, or amounts owing to it.

**Note:** It may be noted that under Indian Law, there is no requirement to pay terminal compensation for non-workmen except as provided in the contract of employment.

### **10.5 Obligations on Termination**

Upon leaving your employment with the Company for any reason with, the Employee must immediately return to the Company all property, documents and items relating to the business of the Company. This includes, but is not limited to, any car, equipment, mobile phone, credit cards, palm pilot (or similar tool), papers, keys, reports, computers / laptop, information and programs, records and documents and other information, in whatever form, relating in any way

to the Company. No entitlements will be paid to you until this has occurred.

## **11. LEAVE**

### **11.1 Annual Leave**

The Employee is entitled to 21 days of paid leave, per annum. The leaves are credited to the employee's account on accrual basis.

### **11.2 Sick Leave**

The Employee is entitled to a maximum of 5 days of sick leave per annum. Where sick leave is two days or more, the employee is required to provide a medical certificate for the said duration.

## **12. UNDERTAKING OF EMPLOYEE**

Subject to this Agreement, you agree to devote the whole of your time, attention and skill to this employment during normal working hours and at such other times as may be reasonably necessary, and shall faithfully and diligently perform such duties as may from time to time may reasonably be assigned by the manager and shall well and faithfully serve the Company, its Subsidiaries or Associated Companies and use your best endeavor to promote the interest of the Company. It is mutually agreed that the Employee shall observe work rules, instructions and directions, as may from time to time be given to him or her by the Company.

## **13. CONFIDENTIALITY**

### **13.1**

You must keep secret during and after your employment all information that you obtain about the business and affairs of the Company, or clients or customers of the Company. Any document or written material provided by the Company is Company property and must not be removed, passed on, copied or disclosed to third parties except with the Company's authority. If you are requested to do so by the Company, you will enter into such further confidentiality agreements with the Company as the Company may reasonably require.

### **13.2**

The Company, promotes healthy competition in terms of work, innovation, enthusiasm and dedication. Further, we believe in pay parity amongst the employees and practice the same across the organization. The total Cost to Company (CTC) of the Employee, is based on multiple factors like, years of experience, expertise on the required skill sets, feedback from the interview rounds and, also, on the business performance of the Company etc.

Discussing the offered CTC/ bonus/ other monetary benefits within the Organization and/or amongst fellow colleagues and/or outside of the Company, is strictly discouraged in order to foster a healthy work culture within the Organization.

In case of any queries in regards to the compensation and benefits, you are requested to reach out to the concerned HR in the Organization.

Any deviation against the said guideline may harm the vision of the Organization. The company reserves the right to revoke the offer at any time, should it find any evidences regarding the breach of confidentiality agreement.

#### 14. EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION

The Company is committed to a policy of equal employment opportunity. This means that people will be treated equally at work in all situations. Accordingly, any forms of discrimination including, but not limited to sex, marital status, race, nationality, religion, caste, creed, age, sexual preference etc. will not be tolerated under any circumstances by the Company. Any employee who engages in any form of discrimination will be will face disciplinary action or dismissed. Furthermore, the Company takes very seriously any effort at retribution for, or victimization of, a person who has made a complaint. Any employee, who does so, will face disciplinary action or dismissed. It is a condition of your employment that you comply with all relevant anti-discrimination laws, and you must comply with the Company's internal procedures for dealing with discrimination or sexual harassment complaints and accept any direction of the Company in respect of sexual harassment or other forms of sexual or other discrimination.

#### 15. GENERAL

In case the Employee does not report to work for 7 consecutive working days, without any approval from the respective Reporting Manager following would be the repercussions

##### 15.1

The employment with Company would be terminated w.e.f. the last working date of such employee in Company. The Company will consider such employee as Abscond case and will be further considered for his/her Full and Final Settlement thereafter.

##### 15.2

The Company, as a moral responsibility and a safety measure, may also file a First Information Report (FIR), if an employee is found to be absconding.

We look forward to your joining the InfoVision Labs India Pvt. Ltd. and to your valued contribution in taking the company to greater heights. We are sure that our working environment will be conducive and will help you to grow professionally as well as personally.

Yours Sincerely,



**Vinay Barigidad**  
Managing Director

**ACKNOWLEDGEMENT OF ACCEPTANCE OF OFFER OF EMPLOYMENT**

I, **Nagendra Kumar Singh**, declare that:

I have read and understood the conditions of employment; and I will abide the same.

Dated: 11 Sep 2020

By Employee:

Signature: \_\_\_\_\_

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**Name: Nagendra Kumar Singh**  
**Designation: SENIOR TECHNICAL LEAD**

Component	Annual (INR)	Monthly (INR)
Basic	8,80,000.00	73,333.33
HRA	3,52,000.00	29,333.33
Children Education Allowance	2,400.00	200.00
LTA	84,000.00	7,000.00
Books & Periodicals	30,000.00	2,500.00
Internet & Communication	30,000.00	2,500.00
Fuel Reimbursement	2,40,000.00	20,000.00
Research or Training Allowance	48,000.00	4,000.00
Soft Furnishing Allowance	0.00	0.00
Other Allowance	4,43,272.00	36,939.33
<b>Total Direct Benefits (A)</b>	<b>21,09,672.00</b>	<b>1,75,806.00</b>
Gratuity	42,328.00	3,527.33
Employer PF Contribution	21,600.00	1,800.00
Sodexo Meal Card	26,400.00	2,200.00
<b>Total Indirect Benefits (B)</b>	<b>90,328.00</b>	<b>7,527.33</b>
<b>Gross CTC (A+B)</b>	<b>22,00,000.00</b>	<b>1,83,333.33</b>
Profession Tax	2,500.00	200.00
Employee PF Contribution	21,600.00	1,800.00
Mediclaime	0.00	0.00
<b>Total Deduction (C)</b>	<b>24,100.00</b>	<b>2,000.00</b>

Note:

Profession Tax and Income Tax will be deducted as per prevailing Govt. norms

PF Contribution will be at 12% of minimum basic amount. The minimum basis amount will be as per prevailing Govt. norms

Insurance premium will be as per the Insurance Company's prevailing charges

For InfoVision Labs India Pvt. Ltd.



Vinay Barigidad  
Managing Director



## Explanation of Salary Structure and Components

### A. Monthly Components

No	Name	Type (Fixed/ Variable)	Explanation
1	Basic Salary	Fixed	Your other components are a percentage of the basic salary.
2	House Rent Allowance (HRA)	Fixed	This is equal to 20% of your basic salary. No bills/receipts are required to claim this amount. However, if you are staying in a rented accommodation, you can claim tax benefits by producing rent receipts against this component.
3	Children Education Allowance	Fixed	This is a fixed amount of Rs.200/- per month. No bills/receipts are required to claim this amount. However, you can claim tax exemption by producing tuition fees receipt against this component.
4	LTA	Fixed	NA
5	Books & Periodicals	Fixed	Reimbursement towards expenses for purchase or subscription of relevant books and periodicals.
6	Internet & Communication	Fixed	Reimbursement towards expenses for bill payments of internet subscription.
7	Internet & Communication	Fixed	Reimbursement towards expenses for bill payments of internet subscription.
8	Fuel Reimbursement	Fixed	Reimbursement towards expenses of using a car for official purpose.
9	Research or Training Allowance	Fixed	Reimbursement towards expenses for self traing or self development program.
10	Soft Furnishing Allowance	Fixed	Reimbursement towards purchase of furnsihings at employees residence.
11	Other Allowance	Fixed	This is a fixed component equal to a certain percentage of your basic salary.

### B. Annual Components

No	Name	Type (Fixed/ Variable)	Explanation
1	Basic Salary	Fixed	Your other components are a percentage of the basic salary

Insurance Policy (if applicable):

The Employee is entitled to an annual floating group medical insurance coverage for self, spouse and up to 2 dependent children in case married. If single, medical insurance for self only (Sum assured – INR 0).

The employee is also entitled to personal accidental coverage only for self (sum assured – INR 0).

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