

27/01/2021

Pravara Rural Education Society/Pravaranager Mail - OFFER: INTERNSHIP (OneRoof Technologies LLP)



rana.mahajan <rana.mahajan@pravara.in>

## OFFER: INTERNSHIP (OneRoof Technologies LLP)

1 message

HR OneRoof Technologies LLP <r@onerotech.com> Mon, Jan 25, 2021 at 7:36 AM  
To: "Pratima Erande2017@gmail.com" <pratima.erande2017@gmail.com>  
Cc: Smit Lata <smit@onerotech.com>; Sohil Chheda <sohil@onerotech.com>; Chirag Kolhe <chirag@onerotech.com>;  
Kenil Jain <kenil@onerotech.com>; Admin OneRoof Technologies LLP <admin@onerotech.com>; rana.mahajan  
<rana.mahajan@pravara.in>

Dear Pratima,

Greetings of the day!

As discussed, we are happy to confirm your candidature as a **Software Trainee**. We look forward to see you as a part of our team.

### Joining:

Your joining date is 01<sup>st</sup> February 2021. Office starts at 9.30 am sharp.

### Contact Person:

Mr. Moreishwar Chandankar : +91 7021230324  
Ms. Mrunali Dalvi : +9975049164

### Tenure:

Internship tenure will be of 6 months.

Stipend will be ₹ 5,000/- Per month deductibles as per govt. taxes.

**Note:** Kindly reply to this email to confirm your joining within 24 hrs.

### We need the following details for further procedures:

- Two passport size photographs
- One Personal and two professional References
- Copies of educational/professional qualifications.
- Copy of Passport

Feel free to contact any of us for

Warm Regards,

Page: 1 / 1 | - Q +

27/01/2021

Pravara Rural Education Society, Pravaranagar, Maval - OFFER: INTERNSHIP (OneRoof Technologies LLP)



rana.mahajan <rana.mahajan@pravara.in>

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**OFFER: INTERNSHIP (OneRoof Technologies LLP)**

1 message

HR OneRoof Technologies LLP <hr@onerotech.com> Mon, Jan 25, 2021 at 7:33 AM  
To: "poojabhagat0611@gmail.com" <poojabhagat0611@gmail.com>  
Cc: Smit Lata <smit@onerotech.com>, Sohil Chheda <sohil@onerotech.com>, Chirag Kolhe <chirag@onerotech.com>, Keri Jain <keri@onerotech.com>, Admin OneRoof Technologies LLP <admin@onerotech.com>, rana.mahajan <rana.mahajan@pravara.in>

Dear Pooja,

Greetings of the day!

As discussed, we are happy to confirm your candidature as a **Software Trainee**. We look forward to see you as a part of our team.

**Joining:**

Your joining date is 01<sup>st</sup> February 2021. Office starts at 9.30 am sharp.

**Contact Person:**

Mr. Moreshwar Chandankar : +91 7021230324  
Ms. Mrunali Dalvi : +8975049164

**Tenure:**

Internship tenure will be of 6 months.

**Stipend** will be  5,000/- Per month deductibles as per govt. taxes.

**Note:** Kindly reply to this email to confirm your joining within 24 hrs.

**We need the following details for further procedures:**

- Two passport size photographs
- One Personal and two professional References
- Copies of educational/professional qualifications.
- Copy of Passport

Feel free to contact any of us for any queries.

27/01/2021

Pravara Rural Education Society,Pravara Nagar,Mar - OFFER: INTERNSHIP (OneRoof Technologies LLP)



rana.mahajan <rana.mahajan@pravara.in>

### OFFER: INTERNSHIP (OneRoof Technologies LLP)

1 message

HR OneRoof Technologies LLP <hr@onerotech.com>  
Mon, Jan 25, 2021 at 7:22 AM  
To: "shegalmegha2000@gmail.com" <shegalmegha2000@gmail.com>  
Cc: Smit Lalit <smit@onerotech.com>; Sunil Connell <sohil@onerotech.com>;  
Kanil Jain <kanil@onerotech.com>;  
Chirag Kolhe <chirag@onerotech.com>; Admin OneRoof Technologies LLP <admin@onerotech.com>; rana.mahajan  
<rana.mahajan@pravara.in>

Dear Megha,

Greetings of the day!

As discussed, we are happy to confirm your candidature as a **Software Trainer**. We look forward to see you as a part of our team.

#### Joining:

Your joining date is 01<sup>st</sup> February 2021. Office starts at 9:30 am sharp.

#### Contact Person:

Mr. Moreswar Chandakar : +91 7021230324

#### Tenure:

Internship tenure will be of 6 months.

Stipend will be  5,000/- Per month deductibles as per govt taxes.

Note: Kindly reply to this email to confirm your joining within 24 hrs.

#### We need the following details for further procedures:

- Two passport size photographs
- One Personal and two professional References
- Copies of educational/professional qualifications.
- Copy of Passport

Feel free to contact any of us for any queries.

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Warm Regards,

Team, OneRoof Technologies LLP  
817, Ecstasy Business Park, Near City of Joy, J.S.D Road, Mulund (W), Mumbai-400080  
M: +91 7278096920  
[onerotech.com](http://onerotech.com) | [Facebook](#) | [LinkedIn](#).



# HINDUSTHAN NATIONAL GLASS & INDUSTRIES LTD.



Works : F-1, M.I.D.C., Malegaon, Sinnar, Dist. Nashik - 422 113  
Tel.:+91 - 2551 - 228930, 228931 • Fax : +91 - 2551 - 228938 • Website:www.hngil.com  
CIN - L26109WB1946PLC013294

HNGIL / SNR / HR & ADMN / 17952850

May 25, 2018

To,  
**Mr. Dinesh Manohar Gaidhani**  
703, Laxmi Niwas,  
Bhableshwar Road, Palse,  
Nashik Road, Nashik – 422 102.

## Appointment on Probation

Dear Mr. Gaidhani,

With reference to your application and subsequent interview you had with us, we are pleased to offer you an appointment as "**EXECUTIVE**" in **Human Resources Department** in Grade **E-2** at our Sinnar plant, w.e.f. **21-05-2018** on the following terms and conditions:

1. As remuneration for your satisfactory services, you will receive Basic Salary Rupees **7,400/-** per month. You shall also be entitled for allowance as per prevailing rules of the Company as below:
  - a. House Rent Allowance Rs. **3,700/-** per month
  - b. Conveyance Allowance Rs. **1,184/-** per month
  - c. Education Allowance Rs. **592/-** per month
  - d. Special Allowance Rs. **2,782/-** per month
  - e. Provident Fund Rs. **939/-** per month
2. You **will be on probation** for a period of **Six month** which shall be deemed to have extended unless a letter of confirmation of services issued to you during the period of probation and till the letter of confirmation is issued to you. The probation period is liable to be extended at the discretion of the Company depending upon your conduct and performance and the standard attained during the probation period. During the probation period or the extended probation period as the case may be, your services are liable to be terminated without any notice or payment in lieu thereof and without assigning any reason therefore. You will not be deemed confirmed unless confirmed in writing.
3. After confirmation, your services are liable to be terminated by the Management by giving one months' notice or payment (Basic Pay) in lieu thereof. Similarly, you can resign from the services of the Company after giving one months' notice or payment (Basic Pay) in lieu thereof.
4. You will be entitled for **Bonus/Ex-gratia, Leave Travel Allowance, Medical and Gratuity** as per rules of the Company, applicable to your grade from time to time.



**HINDUSTHAN NATIONAL GLASS & INDS LTD.**

5. If necessary, your services can be transferred, seconded or loaned to any other associate / sister concern in existence or to be formed in future during the course of your employment. You are also liable to be transferred from one location to another within this Company during the course of your employment. In case of such transfer, you will be covered by the rules and regulations of the factory / Company to which you are transferred.
6. You can be required by the Management at its sole discretion to work in shifts including night shifts.
7. While in employment, you will attend work punctually and regularly and devote yourself wholly to official work during duty hours and shall at all times confirm to and comply faithfully with the directions and regulations given or made by the Management.
8. You will not, during your employment with the Company (except as far as may be proper in the ordinary course of business and for the interest of the Company) or at any time thereafter divulge or make known any information in any way, whatsoever related to the company or its business and / or any of its secret processes, or data or materials and/or any sketches, drawing specifications etc. which may be in your knowledge relating to the Company's manufacturing activities. You shall always maintain strict secrecy regarding any technical or other business information gained or acquired by you or imparted to you in the course of your employment with the company.
9. You will neither carry on or will be concerned with any business either directly/indirectly nor shall you undertake another business or be associated with or without remuneration during the course of your employment with the Company.
10. Your appointment is made subject to your being found medically fit by a Doctor of the Company's choice. In case, at any time in future it is found that you are not physically fit to discharge your duties diligently and efficiently on continuing basis, the Management reserves the right to have you medically examined by a Doctor of its choice and in case you are not found fit, then your services are liable to be terminated. The decision taken by the Company, in this regard, taking into consideration the medical report, would be final.
11. Your services are liable to be terminated by the Management without any notice or payment in lieu thereof in case it is found that you have committed misconduct.
12. Your services are liable to be terminated by the Management in case any adverse report regarding your conduct or character is received by the Management from your any ex-employer or any police authority. Your services are also liable to be terminated in case any particulars furnished by you to the Company are found incorrect or in case you are convicted in any criminal proceedings.

A handwritten signature in black ink, appearing to read 'Dinesh M Gaidhani'.

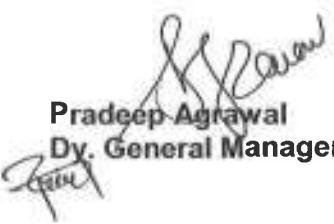


**HINDUSTHAN NATIONAL GLASS & INDS. LTD.**

13. Your address indicated above shall be deemed to be the correct address for sending any communication sent to you at the above address shall be deemed to have been correctly served. It shall, however, be your duty to intimate any change in your address in writing within 7 days of its occurrence and get it recorded in our personal file vis-à-vis company record.
14. In case, you are found absent for 8 days without prior permission of the Management in writing or you proceed on leave without prior sanction or overstay the sanction leave without obtaining prior sanction, your services shall automatically come to an end and presumption be drawn that you have abandoned the employment of your own accord.
15. On cessation of your employment, you will return to the Management all the papers and documents relating to the business of the Company which are at that time in your possession and you will not retain any copies or extracts there from.
16. You will be liable for retirement from the Company on completion of 58 years of your age.
17. In all other matters not specifically mentioned herein, you will abide by the service rules / standing orders as applicable, enforced, amended or altered from time to time during the course of your employment.

Kindly sign a duplicate copy of this appointment letter as a token of your acceptance.

For Hindusthan National Glass & Industries Ltd.,

  
Pradeep Agrawal  
Dy. General Manager – HR & IR

*Received*  
*Gaidhani DM*

**PRECISION**

# MILLENNIUM PRECISION AUTO INDIA PRIVATE LIMITED

Works Plot No. 8-10/3, Govt. MIDC Area, Sinnar Tal. Sinnar - 422 113, Dist. Nashik  
Tel. 02551 230926 Fax. 02551 730777  
CTN No. U29253MH2013PTC/11850

Date 16.05.2022

Ref. No. MPA/PL/HR/USR/2022-23

**TO**  
**Ugale Swapnil Ravindra**  
**At / Post- Sinnar,**  
**Tal - Sinnar, Dist. - Nashik.**

**Dear Mr. Swapnil,**  
This has reference to your application requesting the Company to absorb you as a Trainee in any of our Section / Department. Accordingly we are pleased to engage you as a 'Trainee' (Dept.-HR.) Subject to the following terms and conditions.

1. Your appointment as a Trainee is fully on temporary basis in Staff category is for a fixed period of One Year w.e.f. 16/05/2022 to 30/04/2023.
2. That your Trainee arrangement shall be for a period of One Year, however, the Company has got right to extend or curtail the said Trainee period provided your performance is not found up-to-date and / or you have not attained and achieved the required standard or efficiency and/or found lacking in interest.
3. That during the Trainee period you shall be paid a stipend of Rs. 13,000/- per month.
4. That during your trainee period, your relationship shall that of a Master and Pupil, under no circumstances it shall be considered and / or construed as an employer – employee relationship between the Company and you, consequently you shall not be considered as a workman or regular employee of the company as defined under the Industrial Disputes Act and shall not be entitled to the benefits such as E.S.I. Bonus, Provident fund or any other benefits which other regular employees are entitled to.
5. That the company shall have sole discretion of setting your training program and for the purpose you may be required to be transferred from one shift to another and / or from one department to another or any other sister concern in which the Company has got wasted interest or even otherwise if it is required for the training purpose.
6. If you remain absent from your training program for a continuous period of 8 days or more without informing the Company or for any reason what so ever, in that event your trainee arrangement shall automatically stand discontinued.
7. That your progress during the training period shall be recorded at the end of every three month and for that purpose, you shall have to give and/or undergo some trade tests, if decided by the company.
8. That during your training period you shall abide by the rules regulations which are in existence or amended from time to time.
9. That after the expiry of the original training period, either the same will be extended in writing at the sole discretion of the company, in case your performance are not found satisfactory and / or in the absence of any written intimation, your trainee arrangement shall automatically stand discontinued. The Company shall also have right to discontinue your trainee arrangement even during the training period without giving any notice, intimation and / or assigning any reason what so ever for the same.
10. That you shall make every sincere effort to imbibe the training program and shall at all time exert yourself to make the training program success. You shall also Follow and give effect to all the orders, instructions and guidance given to you by your superior during your training period and you shall preserve and maintain perfect discipline at all times.
11. That you shall devote your whole time in getting the training and will not engage yourself directly or indirectly in any services, profession, business or occupation whether part time or full time without the permission of the company.

11. That the company shall not be liable to pay any damage / compensation in case you sustain any injury during the course of your training.
12. In the event of your incurring any damage to the machinery during the course of your training period and / or losing or spoiling and accessories, tools instruments even in your charge / custody possession or causing any damage to the property of the company willfully and / or losing or spoiling and accessories, tools instruments even in your superior, the Company shall ask you to reimburse the cost of such tools, accessories, instruments and / or damage. However, in case if you fail to do so, the same shall be recovered from any amount payable to you by the Company.
13. Further, if the Company finds that you are not suitable or up-to the mark or that you have not attained certain standard or you are found lacking in interest and/ or your training shall cease with immediate effect and your appointment as a trainee shall be discontinued without assigning any reason there to.
14. That you will not divulge any secrets and/or after your absorption in the organization and/or even after deserting your trainee arrangement and/or employment.
15. You are purposed to achieve and/or attain the production norms as prescribed in your category and a copy of which is enclosed herewith for your perusal and record.
16. That during the period of **One Year** of your Traineeship, if required before completion of **One Year** training you will not entitle to make any grievance in that event.
17. During the training period, while getting the training to run the machine, in case of any major injury, after hospitalization the training period will be automatically over & your training will not be continued thereafter.
18. That during trainee period your training can be terminated any moment without assigning any reason.
19. The management does not guarantee you any regular employment after the expiry of your Trainee period. Your trainee arrangement shall stand discontinued automatically w.e.f. 30/04/2023.
20. If the above terms and conditions are acceptable to you, you are hereby asked to sign the duplicate in token of your acceptance.
21. No salary will be paid for leaving the organization within 30 days from the date of joining.

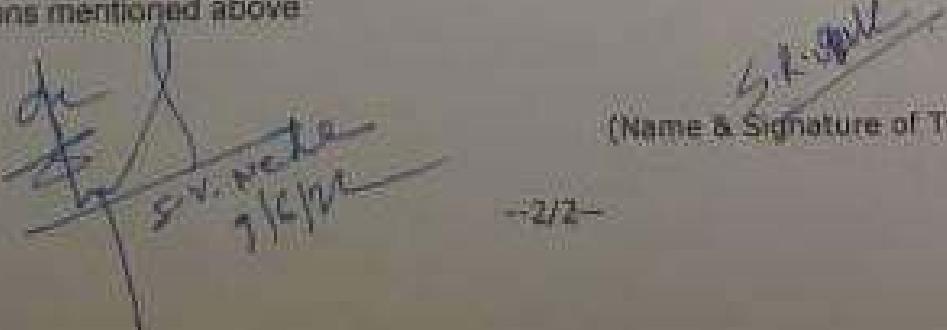
For, MILLENNIUM PRECISION AUTO INDIA PVT.LTD



R. M. Khatrkar

(Director)

I have read the above terms and conditions of this letter understand the same. It also explained to me in Marathi and also in Hindi. I confirm my acceptance on the terms and conditions mentioned above



(Name & Signature of Trainee)



**Entremonde Polycoaters Limited**  
Innovatively yours

Ref : EP/NSK/084/2022-2023

1<sup>st</sup> April 2022

**Name** : Mr. Satish Y. Andhale  
**Department** : Production  
**Designation** : Supervisor - Production

Dear Mr. Satish,

The management is pleased to revise your annual remuneration w.e.f. 01<sup>st</sup> April 2022 based on your performance for the year 2021 - 2022.

Your annual increment will be Rs. 30,000/- in CTC.

Revised details of your CTC are given in the table below :

Particulars	Revised Salary (per month) (in Rupees)
Basic Salary	8,440.00
House Rent Allowance	4,900.00
Conveyance Allowance	4,900.00
Education Allowance	4,900.00
Staff Allowance	4,889.00
Medical Allowance	2,665.00
<b>Gross Salary (per month)</b>	<b>30,694.00</b>
Gross Salary Yearly (per month x 12)	3,68,328.00
<b>Annual benefits (Payable Yearly)</b>	
Leave Traveling Allowance	4,260.00
Bonus / Ex-gratia	20,256.00
Company's Contribution to PF - 12%	12,156.00
Company's Contribution to ESIC - 3.25%	-
<b>Total Cost to Company (per annum)</b>	<b>4,05,000.00</b>

All other terms & conditions as setout in your letter of appointment, except what is modified in the table above, shall remain unchanged.

We look forward to your active participation and good performance in the coming years.

For Entremonde Polycoaters Limited

Kiran Joshi  
COO (Chief Operating Officer)

Plot No 29 Road C  
Street No 13 M Nashik 422007

realme

An ISO 9001 : 2015 Company  
epnsk@entremonde.com  
M: +91 253 236 2591  
Fax: +91 253 235 3743

**WWIL/HRD/OFFER**

 17<sup>th</sup> June 2022

**Mr.Sharad Ahilaji Dhule**  
**S/O Ahilaji Dhule, Kale Wada**  
**Wavivws, at posinnar, Sinner ,**  
**Nashik , Maharashtra- 422103**

**OFFER – LETTER**

Dear Mr.Sharad Ahilaji Dhule,

With reference to your application and subsequent interviews you had with us, we are pleased to offer you the position of "**Assistant Manager- (Grade M5)**" in **HRD department**, presently based at **Talegoan, Maharashtra** on the terms and conditions mutually agreed upon by us at the time of interview subject to passing of Medical test.

This offer is subject to your submitting the **relieving letter** from your present employer (if any), photo copy of **PAN Card** and also producing all certificates and testimonials regarding your qualification, age, experience etc. Please also ensure to bring 2-stamp size & 3-passport size colored photographs of yours & 2-passport size colored photographs of spouse & kids.

You shall join your duty on or before **11<sup>th</sup>July 2022** at our **Mumbai** office.

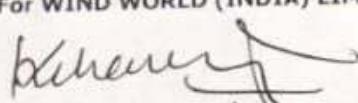
All other terms and conditions of your employment will be elaborated in the letter of appointment, which will be issued to you upon your joining and submitting relieving letter from your current employer.

Please note that if you fail to join your duty on or before stipulated date, this offer shall automatically stand withdrawn and canceled.

We look forward to welcoming you on board and wish you the very best for all your future endeavors.

Thanking you,  
 With best regards.

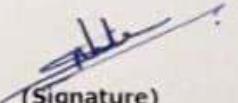
For **WIND WORLD (INDIA) LIMITED**,



**Dr. Kailas Chapatwala**  
 Group Executive President – Corporate HR

*Any*  
 I, MR/Ms. Sharad A. Dhule, have read the offer of employment, and the same has also been explained to me in my Vernacular language. I have also understood the contents and as token have accepted the original letter. I further declare that all documents/information provided by me pertaining to age/qualification/salary to WWIL for seeking employment are true to the best of my knowledge and belief. If any information is found to be untrue in future, management will have all rights to terminate my offer/services without any notice to me. With an assurance to abide by the above, I put my signature here on this letter.

Date: 11 / 07 / 2022



(Signature)

Wind World (India) Limited

**Corporate Office**

Wind World Towers, Plot No. A-9 Veera Industrial Estate,  
 Veera Desai Road, Andheri (W).  
 Mumbai - 400 053, Maharashtra, India  
 Tel.: +91-22-66924848 / Fax: +91-22-67040473

**Regd.: Office & Plant**

Survey No. 33, Daman Patalia Road, Bhimpore,  
 Daman (U.T.) - 396210, India  
 Tel.: +91- 260-2220624/2220628 / Fax: +91- 260-2221508



# **YOGESH MAHAJAN**

Emp. No:

**145599**

Exigency

**9545388615**

Blood Group

DOB

**18/07/1997**

DOJ

**05/07/2021**

**DATAMATIC'S**

# **SINGHANIA TABLETING**

• 50 YEARS OF EXPERTISE •

# **ADEPT**

**Mr. Abhishek V Wakchaure**

ISSUED ON: 20/07/2020  
ADDRESS: Sankalp Apt, B Wing,  
G-04, Near Nav Utkarsh Society,  
Vasind East- 421601  
MOB: 8087070209



1 Sagar Manthan, Shree Bldg, Bhodapada, Sativali Road,  
Vasai (East)- 401208, India, Tel: +91-7219711121  
Email: info@singhaniatableting.com



## PERFECT CONTAINERS GROUP

INDIA'S LEADING TUBE MAKER

Perfect Containers Pvt. Ltd.

Plot No. 17, 18, 19 & 20, Zorabian Industrial  
Complex, Village Vevoor, Palghar (E)-401404.

Emp. Code: 3057

Name: Sachin S. Daware



DOJ: 01/04/2021

Gender: Male



**qSEAp**

Infotech Pvt. Ltd.



**Vishwajit Shivaji Khodade**

Associate Information Security Consultant

Employee No. : QI0439

Blood Group : AB+

A handwritten signature in blue ink, appearing to read "Vishwajit".

Authorized Signatory

[www.qseap.com](http://www.qseap.com)

**SEAp Infotech**

# SHREE SURYA COATINGS



**SHINDLI PRAVIN KISAN**

**Emp. Code : SSC - 21**

**Mobile No : 9604352445**

**Blood Group : B+ve**

**Date Of Birth : 26.05.1988**

**Authorised Signatory**

A handwritten signature in blue ink, appearing to read "SPK".

**Fact. :** B-27, STICE, Musalgaon, Tal. Sinnar,  
Dist. Nashik - 422103. **Tel. :** (02551) 240287, 240351  
**E-mail :** marketing@shreesuryacoatings.com



## GORAKSH CHAKANE

Emp. Code : 013908  
Location : Sinnar  
Division : NSS  
Blood Type : A+  
Emg. Contact : 8805270721  
ID Card Valid Till : 1<sup>st</sup> September 2020

Authorized Signatory



## GENEXT PRECISION AUTO INDIA PRIVATE LIMITED

IATF 16949 : 2016 Certified Company

B-276, Govt. MIDC, Sinnar, Tal. Sinnar, Dist. Nashik, Maharashtra (India)

Tel. : +91-2551-230115, 230116 Website : [www.ringgearindia.com](http://www.ringgearindia.com).



Name : Dipak Jagdhave

VISION

Token No. : 101

Designation : Worker / Staff

Authorised Sign



Kiran  
KADYAN  
113239



Ref: HR/APR/21/B1/58904145/60123212/1000979618

Date: 30 April, 2021

Sarika Gavate  
Amantra , Tata Housing  
Kalyan Bypass Thane  
Thane 421308  
Maharashtra, India

Dear Ms. Sarika

This is with reference to your application and subsequent interview you had with us.

We are pleased to offer you employment as **Manager - Returns** in **Assistant Manager - B1 grade** in our business on the following terms and conditions.

**1. PLACE OF POSTING:**

Your initial posting will be at **Navi Mumbai,Maharashtra**.

However, during employment with the Company, you may be posted at any other location in India or abroad, without any additional remuneration. Further your services may be transferred to any other Reliance Group Company.

This offer is subject to your joining us on or before 24 May, 2021 and successful clearance of the Pre-Employment Medical Examination.

**2. COMPENSATION:**

Your compensation on a Cost to Company (CTC) basis will be **Rs. 6,61,480/- (Rupees Six Lac(s) Sixty One Thousand Four Hundred Eighty Only) per annum** and will be payable as under. Please refer to Annexure 1A for detailed breakup of your CTC.

- i. **Fixed Pay: Rs. 6,01,345/- (Rupees Six Lac(s) One Thousand Three Hundred Forty Five Only) per annum.**

This includes Basic Pay and Choice Pay that consists of other allowances, benefits, perquisites etc. as per the compensation policy of the company.

- ii. **Retirals: Rs. 34,616/- (Rupees Thirty Four Thousand Six Hundred Sixteen Only) per annum.**

This includes:

- Provident Fund @ 12% of Basic Pay + Personnel Special Allowance (as per applicability) capped to a maximum of Rs.1800/- per month. This cap may be amended upon changes in legal provisions.
- Gratuity @4,81% of Basic Pay.

Note: Aggregate of Fixed Pay and Retirals is Committed CTC (refer Annexure 1A).

- iii. **Performance Linked Incentive (PLI):** Your target PLI will be **Rs. 60,135/- (Rupees Sixty Thousand One Hundred Thirty Five Only) per annum**, the payment of which will depend on the performance level of the individual, the concerned business, and the overall organization subject to the PLI policy which will be decided by the company from time to time.

**3. GENERAL:**

You may choose components of your CTC as per your requirement, being referred as Choice Pay. In the year of joining and leaving the Company, the CTC will be pro-rated based on the number of days

**Reliance Retail Limited**

CIN: U01100MH1999PLC120563 Phone: +91 22 35553800

Registered Office: 3rd Floor, Court House, Lokmanya Tilak Marg, Dhobi Talao, Mumbai-400 002, India.  
[www.relianceretail.com](http://www.relianceretail.com)



you are in the employment of the Company.

The available CTC components along with limits have been detailed in Annexure 1B.

The components within each category of payment are discretionary and the Company has the right to change these components at any time without notice. Your compensation and all other payments received by you would be subject to the prevailing tax rules and regulations.

The Annexure 1A and the detailed "Terms & Conditions of Employment" in Annexure 2 together sets forth the terms and conditions under which the Company would employ you and become effective from the date you join the Company. Your acceptance of the offer of employment would be on the basis of these terms and conditions of employment.

You are requested to sign and return to the Company a copy of this letter containing Annexure 1A and "Terms & Conditions of Employment" in Annexure 2, as confirmation of your acceptance.

This offer and appointment letter shall automatically stand withdrawn in case we do not receive your acknowledgement and acceptance within ten days from issue of this letter.

We wish you a long and successful association with us.

Sincerely yours,  
For Reliance Retail Limited

A photograph of a handwritten signature in black ink, which appears to read "Vivekanand Roy". The signature is written in a cursive style.

**Vivekanand Roy**  
**Vice President - Human Resources**

---

#### ACKNOWLEDGEMENT & ACCEPTANCE

I have read and understood all terms and conditions relating to my appointment/ employment and declare that I hereby unconditionally and irrevocably accept the same.

I shall report for duty on \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**Reliance Retail Limited**

CIN: U01100MH1999PLC120563 Phone: +91 22 35553800

Registered Office: 3rd Floor, Court House, Lokmanya Tilak Marg, Dhobi Talao, Mumbai-400 002, India.  
[www.relianceretail.com](http://www.relianceretail.com)



<b>Annexure 1A</b>			
Name: Sarika Gavate			
<b>EARNINGS</b>			
<b>CTC Components</b>		<b>Proposed CTC (Rs.)</b>	
		<b>Monthly</b>	<b>Annual</b>
<b>A. Fixed Pay</b>			
1	Basic Pay	17,160	2,05,925
<b>Choice Pay</b>			
2	ssConveyance	1,600	19,200
3	Fuel & Maintenance	<b>Refer to Annexure 1B</b>	
4	Leave Travel Allowance	<b>Refer to Annexure 1B</b>	
5	Medical Reimbursement	<b>Refer to Annexure 1B</b>	
6	Bonus*	0	0
7	Residual Choice Pay	16,337	1,96,050
<b>Housing</b>			
8	House Rent Allowance	8,580	1,02,962
<b>Insurance</b>			
9	GPA Insurance Premium	57	679
10	Group Term Life Insurance Premium	61	726
11	Medical Insurance Premium	3,433	41,190
<b>Retirals</b>			
12	PF - Employer Contribution	2,059	24,711
13	Gratuity (4.81% of Basic)	825	9,905
<b>Total Fixed Pay [A]</b>		50,112	6,01,345
<b>C. Performance Linked Incentive</b>			
1	Performance Linked Incentive	5,011	60,135
<b>Total Performance Linked Incentive [C]</b>		5,011	60,135
<b>Total CTC (A + B)</b>		55,123	6,61,480
<p><b>Note:</b> The above amounts are the maximum permissible limits. On joining, you may change the same to suit your needs.</p> <p>(*) In case of employees that are entitled to Bonus under the Payment of Bonus Act 1965.</p>			

**Annexure - 2**

**TERMS AND CONDITIONS OF EMPLOYMENT**

**1. MEDICAL FITNESS & VERIFICATION OF PARTICULARS:**

Your appointment is subject to:

- a. Medical Fitness: You being declared medically fit by a Medical Officer or by a Doctor specified by the Company and remaining medically fit.
- b. Verification of Particulars: In case particulars mentioned in your application and the representations and warranties provided by you are found false or unsatisfactory, your services would be liable for termination at any time without any notice or any compensation in lieu thereof.

**2. PROBATION:**

You will be initially on probation for a period of Six Months, which may be extended or reduced at the sole discretion of the Management. During the period of probation, the appointment is terminable by giving 30 days' notice in writing by either side or payment of 30 days Basic salary in lieu thereof. On completion of initial probation period till such time that you are intimated in writing regarding your confirmation, you shall continue to be on probation. After confirmation, the employment can end through three months' notice or payment of Basic salary in lieu thereof by either side. You shall attend duties till you are relieved from services in writing. Waiving the Notice Period on resignation is at the sole discretion of the company.

**3. TRANSFER**

Your employment is transferable to any other place/ establishment/ department/ division/ unit/ branch/ subsidiary of the company. However, such transfer will not entail any increase in your salary and / or adversely affect your emoluments.

**4. REPRESENTATIONS AND WARRANTIES:**

The Company's agreement to continue to employ you and the compensation and benefits to be paid to you are in consideration of the terms, covenants, and conditions stated herein, and you represent and warrant to the company that:

- a. You are under no contractual or other restriction or obligation which is inconsistent with the conditions contained herein, the performance of your duties hereunder, or the other rights of the Company hereunder.
- b. You are under no physical or mental disability that would hinder the performance of your duties contained herein.
- c. You shall not raise any issue of the reasonableness of the terms, covenants, and/or conditions in any proceeding to enforce these terms, covenants and/or conditions.
- d. You have full right and authority to execute this contract and that you are not bound by any contract or arrangement, including any employment contract, bond or covenant not to compete, inconsistent herewith.
- e. You hereby agree and undertake to indemnify the Company, its affiliates and the directors, officers and employees of each of the foregoing and to hold them harmless from and against any and all third party claims they face, which give rise to any liabilities, damages, claims, costs and expenses (including legal expenses), due to any act, omission, violation or breach of any of your representations, warranties, and covenants.

- f. The Company shall indemnify and defend you to the fullest extent permitted by the law of the State of Company's incorporation and the By-Laws of the Company with respect to any claims that may be brought against you arising out of any action taken or not taken in your capacity as an officer or director of the Company; provided, that, the Company shall not indemnify and defend you with respect to any claims brought against you relating to intentional or willful acts, or to other acts as to which indemnification is not allowable under applicable law.
- g. These terms, covenants, and/or conditions shall survive the termination of your employment with the Company; and conditions set forth herein are essential for the Company's protection; and the Company has relied on these representations, warranties, and agreements by you.

## 5. DUTIES AND RESPONSIBILITIES:

- a. **Exclusivity:** You agree to perform your duties, responsibilities and obligations efficiently and to the best of your ability. You agree that you will devote all of your working time, care and attention and best efforts to such duties, responsibilities and obligations throughout the term of employment. You also agree that you will not engage in any other employment or business activities. You agree that all of your activities as an employee of the Company shall be in conformity with all the policies, rules and regulations and directions of the Company.

You are required to engage yourself exclusively in the work assigned by the company and shall not take up any independent or individual assignments (whether the same as part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head. You will avoid any such issue which may result in a conflict between your personal interest and the interest of the company in dealing with suppliers, customers and all other organizations or individuals doing or seeking to do business with the company.

You shall obey and comply with all the orders and directions given to you by your superior or any other person duly authorized in that behalf. You shall obey all the rules and regulations, either statutory or otherwise, which are in vogue and may be notified from time to time.

- b. **Non Solicitation:** You will not, during the course of your employment or at any time thereafter, without the prior written consent of the Company, directly or indirectly, solicit for employment, or employ or otherwise contract for the services of, any person who is employed or engaged (either as an employee or consultant) by any of its associated companies or directly or indirectly induce any such employee to leave his or her employment.

This covenant shall survive the termination of your employment with the Company; and prohibits you from directly or indirectly inducing an employee with whom you have worked with or been in association with during your employment with the company.

- c. **Other Interests:** You shall not seek membership of any local or public bodies without first obtaining written permission from the Management.
- d. **Controlling Interest:** You agree that, so long as you are employed by the Company, you will not own, directly or indirectly, any controlling or substantial share or other beneficial interest in any business enterprise which is engaged in, or in competition with, any business engaged in by the Company. Notwithstanding the foregoing, you may own, directly or indirectly, up to 5% of the outstanding securities of any business whose securities are traded on any national stock exchanges or in the over-the-counter market.
- e. **Work hours:** Your working hours at your place of posting shall be as per the rules and regulations of the company, specified from time to time. However, you may be required to work additional hours, as may be required from time to time, to carry out your duties and responsibilities effectively.

You may be required to work on any day of the year, including festival holidays, in the establishment. You

will be allowed a weekly off in accordance with law on any one of the days in the week, as per the schedule notified.

You shall be entitled to leave and other benefits as per the rules and regulations of the organization.

- f. **Non-disclosure:** You shall neither divulge nor give out information to any unauthorized person during the period of your service or even afterwards by word of mouth or otherwise, particulars or details of our manufacturing processes, technical know-how, security arrangements, administrative and/or organizational matters of a confidential/secret nature, which you may know by virtue of your being the employee of the Company.
- g. **Confidentiality:** You shall keep confidential all the information and material provided to you by the Company concerning their affairs, in order to enable the Company to perform the service. This also includes such information as is already known to the public which also you will not release, use or disclose except with the prior written permission of the Company. Your obligation to keep such information confidential shall remain even on termination of this employment.

You shall not at any time, either during your employment or thereafter, except with prior written consent from the company, use for yourself or divulge or disclose, either directly or indirectly, to any person, firm or body corporate, any know-how, drawings or any trade secrets or your user ID and password for various IT applications provided to you or any confidential information as to method or process in connection with any activity of the company or any financial matter of the company which you may acquire during the course of your employment, concerning the business, activity, affairs or property of the company or its subsidiary companies, nor will you keep in your possession or pass on to others without proper written consent of the Management, any documents belonging to the company. You will be solely responsible and accountable for any information loss/sharing or breach of confidentiality in any way which has occurred due to the missing of your credentials.

You are also expected to keep your salary package strictly confidential and not to share any information regarding the salary to anyone except your very close family members.

- h. **Proprietary Rights:** You will disclose to us forthwith any discovery, invention, process or improvement made or discovered by you while in our service, and such discovery, invention, process or improvement shall belong absolutely to and be the sole and absolute property of the Company. If and when required to do so by the Company, you shall at the Company's expense, take out or apply for Letter's Patent, Licenses or other rights, privileges or protection as may be directed by the Company in respect of any such discovery, invention, process or improvement so that the benefit thereof shall accrue to us and you will execute and do all instruments, acts, deeds and things, which may be required by us for assigning, transferring or otherwise vesting the same and all benefits arising in respect thereof in favor of the Company or in favor of such other person or persons, firms or companies, as the company may direct as the sole beneficiary thereof.

You will assign (and you hereby do assign) in perpetuity to the Company or its nominee all of your rights to all such new ideas (including all inventions), and to applications for patent or copyrights in all countries, if any, and execute such documents and take such lawful action as may be reasonably required to assign such new ideas to the Company or its nominee.

You will execute and deliver promptly to the Company (without charge to you but at the expense of the Company) such written instruments and cooperate and do such other acts as the Company in its sole discretion deems necessary or desirable to assign and transfer title in such new ideas to the Company and / or its nominee and to assist the Company in preserving the property right in such new ideas (including against forfeiture, abandonment, or loss) and to vest the entire right and title and interest therein exclusively in the Company and / or its nominee.

- i. **Safe-keeping of Company's property:** You will be responsible for the safe keeping and return in good condition and order of all the properties of the company, which may be in your use, custody, care or charge. For the loss of any property of the company in your possession, the company will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it

deems proper in the event of your failure to account for such material or property to its satisfaction.

- j. **Return of the Company's Property and records:** Upon termination of your employment, you shall forthwith hand over any letter of Authority or Power of Attorney issued to you or any property / material of the company in your possession at the time of cessation of your employment with the company. Also, you shall return to the Company, without condition, all documents, files, records, keys, and other property of the Company in your possession regardless of the media on which such items are stored, and you shall not retain any copies or duplicates thereof.
- k. **Authorizations for activities:** You will not enter into any commitments or dealings on behalf of the Company for which you have no express authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company or those in authority over you.

You will avoid any issue which may result in a conflict between your personal interests and the interests of the Company in dealing with suppliers, customers and all other organizations or individuals doing or seeking to do business with the Company.

- l. **Non-disparagement:** You agree that you shall act with the highest standards of propriety and professionalism and shall not criticize, ridicule or make any statement which disparages or is derogatory of the Company, any of its Group companies or any other employee or business associate of the Company or the Group Company in any public or non-public communication with any customer or member of the investment community or media or in any communication.
- m. **Confidential nature of terms of employment:** You agree that, except as may be required by applicable law you shall not disclose the terms of employment to any person other than your close family members.
- n. **Model Release:** You hereby consent and authorize the Company and its successors, assigns, nominees, designees or those for whom they are acting, the right to copyright, and/or use, and/or publish photographic portraits or pictures of the employee, or in which the employee may be included in whole or in part, or composite, in conjunction with my own or any other picture, name or reproductions thereof in color or otherwise make through any media at its offices or elsewhere, for art, advertising, business or trade or any other lawful purpose whatsoever. With respect to the foregoing, no promises have been made to employee to secure his / her consent / authorization to this release. You hereby waive any right that you may have to inspect and approve the finished product or the advertising copy that may be used in connection therewith, or the use to which it may be applied. You hereby release, discharge, the Company and its nominees, designees, successors and assigns, or other form whom it is acting, from liability by virtue of any such portraits or pictures, or in any processing tending towards the completion of the finished product.
- o. **Enforceability:** You acknowledge and agree that any violation of any of your duties and responsibilities may result in irreparable damage to the Company, and, accordingly, the Company may obtain injunctive and other equitable relief for any breach or threatened breach of such duties and obligations, in addition to any other remedies available to the Company. You and the Company agree that the restrictions and remedies contained hereinabove are reasonable and that it is your intention and the intention of the Company that such restrictions and remedies shall be enforceable to the fullest extent permissible by law. If it shall be found by a court of competent jurisdiction that any such restriction or remedy is unenforceable but would be enforceable if some part thereof were deleted or the period or area of application reduced, then such restriction or remedy shall apply with such modification as shall be necessary to make it enforceable.
- p. It shall be your responsibility to initiate legal process and / or lodge complaints in respect of offenses committed against the Company or the Company property or the affairs of the Company, as may be necessary, by virtue of the responsibilities attached to the office or role occupied by you in the course of the employment with the company.

## 6. TERMINATION OF EMPLOYMENT:

- a. **Employment AT-WILL:** You and the Company acknowledge that the employment is and shall continue to be AT-WILL. This means, that you have the right to terminate your employment at any time and for any reason. Likewise, the Company may terminate your employment with or without cause at any time and for any reason. Accordingly, this letter is not to be construed or interpreted as containing any guarantee of continued employment. As such, the recitation of certain time periods in this letter is solely for the purpose of defining your compensation. It is also not to be construed or interpreted as containing any guarantee of any particular level or nature of compensation.
- b. **Performance:** Your appointment and subsequent continuation of employment with the Company is strictly based on your delivering consistently on the agreed performance parameters and business targets.
- c. **Superannuation:** You will automatically retire from the service of the company on attaining the age of 58 years.
- d. **Absenteeism:** If you absent yourself without leave or remain absent beyond the period of leave originally granted or subsequently extended, you shall be considered as having voluntarily terminated your employment without giving any notice unless you:
  - i. Return to work within 8 days from the commencement of such absence, and
  - ii. Give an explanation to the satisfaction of the Management regarding such absence
- e. **Medical Fitness:** The Management has the right to get you medically examined by any certified medical practitioner during the period of your service. In case you are found medically unfit to continue with the job, you may be terminated from employment.
- f. **Notice Period:** Notwithstanding anything contained herein, the Company, in its sole discretion, may terminate your employment without cause by giving three months' notice in writing or payment of pro rata three months' Basic Salary, in lieu thereof. Likewise, you may resign from employment without cause by giving three months' notice in writing or by payment of pro rata three months' Basic Salary, in lieu thereof. In the event of your resignation, the Company in its sole discretion will have an option to accept the same and relieve you prior to the completion of the stipulated notice period of 3 months, without any pay in lieu of the notice period.
- g. **Termination for Misconduct:** Your services are liable to be terminated without any notice or salary in lieu thereof for misconduct, without being exhaustive and without prejudice to the general meaning of the term "misconduct" in the case of reasonable suspicion of misconduct, disloyalty, and commission of an act involving moral turpitude, any action of indiscipline or inefficiency.
- h. **Suspension:** You may be placed under suspension, without salary, pending enquiry into the charges of misconduct or otherwise. The salary for the suspension period will be paid to you only when you are found not guilty of any of the charges for which you were suspended and not otherwise.
- i. **Harassment:** The Establishment considers harassment and discrimination of any nature to be an unacceptable form of Behavior, which is not tolerated under any circumstances. All people have the right to work in an environment that is free from harassment and discrimination. Disciplinary action will be taken against anyone found to be guilty of harassing or discriminating against a fellow employee that may result in termination of employment.
- j. **Non-compete:** In the event of your separation from the Company for any reason whatsoever, you will not take up any job or assignment either full time or otherwise, either directly or indirectly, for a period of three months from the date of separation in any industry or business involved in similar/competing business of the company or any of its Group Companies.
- k. **Recovery of Payments:** Payments / reimbursements made towards recovery of notice period by your previous employer and relocation expenses by us will be recovered in full in the event of your separation from the company before completion of one year of joining.

## 7. AUTHORIZATION FOR ANTECEDENT VERIFICATION :

You have hereby given no objection in the Company (Or its group Companies and associates) sharing your personal information and documents, including but not limited to Aadhaar number, other Government issues ID number such as Voter ID, PAN card, DL, name, gender, date of birth, addresses, mobile number, email, education record and employment record with any Reference / Antecedent Verification Organization that company has appointed time being or anytime later for the purpose of background checks and verifications, in order to avail services such as employment / training / management / payment / credit / insurance / house on rent / vehicle on rent, etc.

You have hereby authorized the Company or any agency/ agencies appointed by them from time to time to store your personal information on their platform, which will be accessible to the Company or its service provider for which this consent is being obtained. The Company or its service provider and their authorized users / partners / affiliates / contractors can access and update your digital record on such platform, including data, documents, certificates, verification reports, references, testimonials, etc. and can use related services provided via such agency. You have understood that agency will ensure security and confidentiality of the same.

You also agree that your digital record including references, testimonials and verification reports on such agency platform will only be available to any other users of the platform if/when you provide your explicit consent for the same. You have also understood that you have the option of deleting your digital record from such agency database.

Your No Objection will be coterminous with the arrangement between the Company and any agency / organization engaged by the Company for Reference / Antecedent Verification of your current and past employments.

## 8. GENERAL:

- a. **Training:** You may be selected and sponsored by the Company for familiarization/ training assignments with our technical collaborators or any other institutions/ organizations in India and/or abroad, based on stipulated terms and conditions. You will diligently and beneficially take part in the training and such assignments in accordance with company policies and directives. The cost of any such training shall be borne by the company and you may be required to sign a Service Bond for a minimum time for which you will serve the company. The company can recover the liquidated damages on the event of your voluntary resignation before the time as mutually agreed upon in the bond.
- b. **Rules Regulations and Policy on Ethics:** You will be covered by the service rules and regulations including conduct, discipline and administrative orders and any such other rules or orders of the company that may come in force from time to time. You must observe the policies that the Company publishes from time to time. These include a requirement that you maintain the highest standards of conduct and act with the highest ethical principles. You must not do anything that may be a conflict of interest with your responsibilities as an employee.
- c. **Media Interaction:** You will not interact with the media - electronic, print or otherwise in
  - i. India or overseas, during or outside work hours, either in your own personal capacity or on behalf of the company unless you have express and direct approval from the Management to interact with the media as the representative of the Company. Only persons duly authorized by the Management are allowed to interact with media on specified subjects. Disclosure of any information other than statutory disclosures or those specifically authorized by the Management is prohibited.
  - ii. Disclosure of information on proceedings of meetings (board / committee / internal) and disclosure of forward-looking statements is prohibited unless such disclosure is specifically approved by the Management. These will need to be combined with cautionary statements, wherever required.
  - iii. You shall also not disclose non-public information selectively to any particular group as it may lead to

unfair advantage / discrimination.

- iv. For any outside publication of books, articles or manuscripts which relate specifically to the Company's business, policies and processes, you should take the approval of the Management prior to its release.
- v. Any violation of the company's media policy, tantamount to a breach of the terms and conditions of employment and may result in termination of the contract.
- d. **Dispute Jurisdiction:** It is hereby expressly agreed and declared that this letter of employment shall be deemed to have been made at Mumbai and that any dispute or suit or action or proceedings whatsoever arising out of or under this letter of appointment or breach thereof or in respect of any matter or thing herein contained and any claim by either party against the other shall be instituted or adjudicated upon or decided by a court of competent jurisdiction at Mumbai.
- e. **Entire Agreement:** This contract and the document referred to herein contain the entire agreement and understanding of the parties with respect to the subject matter hereof and shall supersede any and all prior or contemporaneous communications, representations, or agreements between the parties, whether oral or written, regarding the subject matter of this contract.
- f. **Age:** Your age mentioned in the Matriculation / Higher Secondary Certificate / Passport will be deemed to be the conclusive proof of your date of birth.
- g. **Change of address:** You will intimate in writing to the Management any change of address within a week from change of the same, failing which any communication sent on your last recorded address shall be deemed to have been served on you.
- h. **Passport:** It is desirable that you have a valid passport at all times and ensure that the same is renewed from time to time.
- i. **Travel:** You shall make your own transport arrangements to and fro from the place of work.

In case of one / more clauses of this letter of employment becomes untenable, the same shall not render the letter of employment null and void in its entirety.

The various clauses of this letter are to be read, understood, and interpreted in its entirety, and none of the clauses are severable from the remaining.

I confirm that this contract is in accordance with our mutual understanding and unconditionally and irrevocably accept the above terms and conditions.

**Employee Name:**

**Signature:**

**Date:**



सत्यमेव जयते

## Government of India

Ministry of Commerce and Industry

Directorate General of Foreign Trade

Office of the Joint Director General of Foreign Trade, Pune

C Block, PMT Commerical,Complex PB NO.1623,Pune

### Importer-Exporter Code

This is to certify that **Shravi Import Export** is issued an Importer-Exporter Code

(IEC) **DTHPK0306L** with details as follows -

<b>IEC</b>	DTHPK0306L
<b>स्थाई खाता सं.(पैन) /PAN</b>	DTHPK0306L
<b>फर्म का नाम/Firm Name</b>	Shravi Import Export
<b>निगम की प्रकृति /Nature of Concern</b>	Proprietorship
<b>जारी करने की तारीख/Date of Issue</b>	18/12/2021
<b>पता/Registered Address</b>	11, VAISHNAVI PRIDE, Adarsh Nagar, Malegaon MIDC, SINNAR, NASHIK, MAHARASHTRA, 422103
<b>धारक का नाम / Name of the Signatory</b>	Vishal Pravin Kasabe
<b>Director / Partner Details</b>	Refer online at <a href="https://dgft.gov.in">https://dgft.gov.in</a> or scan the QR Code
<b>शाखा/इकाई /Branch Details</b>	Refer online at <a href="https://dgft.gov.in">https://dgft.gov.in</a> or scan the QR Code

Last Modified : 18/12/2021

File Number : PUNIECPAPPLY00031607AM22



**Note :** This is a system-generated certificate. Authenticity / Updated details of the IEC can be checked at official DGFT website <https://dgft.gov.in> by entering the IEC and Firm Name under Services > View Any IEC Details. You can also authenticate the certificate by scanning the QR code.

12:08 PM 

 VR   61



## Job in FAS system

Inbox



Sachin patil  23 Apr

Electrical engineering as well electrician from  
aditya birla skills foundation done + appeared



ANIL S JADHAV 12:06 pm

to me, HEMANT, suresh 



Dear Sachin,

You are selected for Service Engineer post in Serum  
Hadapsar pune site & your joining on 26.04.2021 date.

Next month 1<sup>st</sup> week send your offer Letter in your mail id.

Final of salary in Fifteen thousand rupees Gross  
(15,000.00).

Your reporting for Mr. Suresh Rathod is a site in-charge



**Offer: Computer Consultancy**  
**Ref: TCSL/DT20217633080/Pune**  
**Date: 06/04/2021**

Ms. Prachi Sharad Chavare  
Plot No 10 Prakash NagarJalgaon Road,  
Prakash Nagar,  
Jalgaon-424206,  
Maharastra.  
Tel# 91-8830623366

Dear Prachi Sharad Chavare,

**Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade Y. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹3,36,877/-** per annum, as per the terms and conditions set out herein.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore/ TCS Xperience (detailed under Terms & Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.



## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of **₹14,784/-** per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be **₹5,914/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of ₹1,700/- . The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore / Xperience Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

#### **1. Basic Cover**

- i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.



ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## **2. Higher Hospitalisation**

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependents will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## **Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)**

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Loans**

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



## RETIRALS

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## TERMS AND CONDITIONS

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are recommended to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance.

### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve



months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorisedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

#### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

#### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

#### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

#### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

#### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior



written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

## **12. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

## **13. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your



day-to-day conduct as an associate of TCSL.

#### **14. Notice Period**

During your tenure with TCSL, either you or TCSL may terminate your traineeship / employment under this Agreement by providing 90 days written notice. The company reserves the right, to ask you to complete the notice period or adjust the earned vacation in lieu of entire or partial notice period. If your services, behaviour and/ or performance are not found satisfactory, TCSL may terminate your services by giving notice as mentioned herein above. No notice or payment in lieu thereof shall be applicable if your services are discontinued/terminated on account of any misconduct either during your traineeship period or upon completion of the traineeship period.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

#### **15. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

#### **16. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

#### **17. Employment of Non Indian Citizens**

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

#### **18. Background Check**

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.



## 19. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)
- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
  - \*There is no criminal offence registered/pending against you
  - \*There is no disciplinary case pending against you in the university
- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)



\*Passport  
\*NSR E-Card

## **20. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **21. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **22. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

## **23. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.



#### **24. Data Privacy Clause:**

- (a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.
- (b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.
- (c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.
- (d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.
- (e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.
- (f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.



### **Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath  
Global Head Talent Acquisition & AIP**



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms



## GROSS SALARY SHEET

Annexure 1

<b>Name</b>	<b>Prachi Sharad Chavare</b>
<b>Designation</b>	<b>Assistant System Engineer-Trainee</b>
<b>Institute Name</b>	<b>Others</b>

Table 1: Compensation Details (All Components in INR)

<b>Component Category</b>	<b>Monthly</b>	<b>Annual</b>
<b>1) Fixed Compensation</b>		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
<b>2) Performance Pay**</b>		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
<b>3) City Allowance</b>	200	2,400
<b>4) Annual Components/Retirals</b>		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
<b>TOTAL GROSS</b>	<b>27,415</b>	<b>3,36,877</b>

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore / Xperience Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore / Xperience Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Table 2: TCSL defined structure for BoB (All Components in INR)

<b>Component Category</b>	<b>Monthly</b>	<b>Annual</b>
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
<b>GROSS BOUQUET OF BENEFITS</b>	<b>7,646</b>	<b>91,752</b>



## Annexure 2

<b>Ahmedabad</b> TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	<b>Bangalore</b> TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100, Karnataka
<b>BUBANESHWAR</b> TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ), PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	<b>Chennai</b> TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
<b>DELHI – Gurgaon</b> TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	<b>DELHI – Noida</b> TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309, UP
<b>Guwahati</b> TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati - 781006, Assam	<b>Hyderabad</b> TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
<b>INDORE</b> TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	<b>KOLKATA</b> TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 , New Town, Rajarhat, Kolkata - 700160, West Bengal OR Auditorium, 2nd Floor, Wanderers Building, Delta Park - Lords
<b>KOCHI</b> TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	<b>MUMBAI</b> TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
<b>NAGPUR</b> TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	<b>PUNE</b> TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057, Maharashtra
<b>Trivandrum</b> TCS XP HR Lead Tata Consultancy Services, Peepul Park, Technopark Campus , Kariyavattom P.O. Trivandrum - 695581, India	



## Annexure 3

### Confidentiality and IP Terms and Conditions

#### Confidentiality and IP Terms and Conditions - Annexure 3:

##### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

- (a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,
- (b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).
- (c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,
- (d) Customer and prospective customer lists, and
- (e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## 2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## 3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names, copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

#### **7. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

#### **8. No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 9. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## 10. General

- (a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.
- (b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.
- (c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.
- (d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



- (e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.
- (f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



# Dhoot Transmission Pvt. Ltd. Farola-III

Date:

To

TO,

MR :- GANESH BADGUJAR

**Sub :- Offer for the post of “ Diploma / Graduate Engineer Trainee ”**

Dear

With the reference to your application and the subsequent personal discussion we had with you on **Jan-2020**, We DHOOT TRANSMISSION PVT LTD . Do hereby pleased to offer you the employment for the post of **“Graduate Engineer Trainee”** as per terms & conditions discussed and mutually agreed during personal discussion .

- 1. You shall be paid wages / salary & allowances as under :- stipend of (Per Day 26 + 2 live) & overtime extra per month .**

CATEGORY	PER DAY	PER DAY BUS (Facellate)	STIPEND WIHTOUT CANTEEN	LEAVE & incentive	TOTAL	(26 Days+with live) In Hand
GET BE	384:61*26 = 10000	30*26 = 780	10000+780=10780	+770	<b>11550</b>	<b>10770</b>
GET DIP	346:15*26 =9000	30*26 = 780	9000+780=9780	+692	<b>10472</b>	<b>9662</b>

- 2. You are required to work at our Aurangabad plant (103), or at any other place as informed to you from time to time .your services are liable to be transferred from one shift to another ( with one day's notices), where the company has undertaken its work .**

At the time of joining , report to HR- Department for completing the joining formalities . please bring all the original doc for verification at above mentioned factory address as well as copy of the following documents, as applicable.

- 1) Certificate in proof of age & certificate in respect of educational qualification .
- 2) Resent passport size photograph(5-copies )
- 3) Identity proof Xerox copy ( driving license / election card / pass port )
- 4) Pan card & Aadhar card – copy mandatory ( original for verification )
- 5) Medical fitness certificate .
- 6) Address proof Xerox copy of ( electricity bill / election card / pass port / driving license/ aadhar card ) Form -16 from last employer ( not applicable to fresher's).

You are requested to join on or before **10-Jul- 2020**.Detailed appointment latter will be issued to you immediately after your joining .

Please counter sing a copy of this letter as token of your acceptance and return the same to us.

Thanking you,

For DHOOT TRANSMISION PVT LTD

Plant no 103.chetgaon midc Aurangabad.

[Type text]



# Dhoot Transmission Pvt. Ltd. Farola-III

Date:

To

TO,

MR :- KEDAR PATHAK

## Sub :- Offer for the post of " Diploma / Graduate Engineer Trainee "

Dear

With the reference to your application and the subsequent personal discussion we had with you on **Jan-2020**, We DHOOT TRANSMISSION PVT LTD . Do hereby pleased to offer you the employment for the post of "**Graduate Engineer Trainee**" as per terms & conditions discussed and mutually agreed during personal discussion .

1. You shall be paid wages / salary & allowances as under :- stipend of (Per Day 26 + 2 live) & overtime extra per month .

CATEGORY	PER DAY	PER DAY BUS (Facellate)	STIPEND WIHTOUT CANTEEN	LEAVE & incentive	TOTAL	(26 Days+with live) In Hand
GET BE	$384:61*26 = 10000$	$30*26 = 780$	$10000+780=10780$	+770	<b>11550</b>	<b>10770</b>
GET DIP	$346:15*26 = 9000$	$30*26 = 780$	$9000+780=9780$	+692	<b>10472</b>	<b>9662</b>

2. You are required to work at our Aurangabad plant (103), or at any other place as informed to you from time to time .your services are liable to be transferred from one shift to another ( with one day's notices), where the company has undertaken its work .

At the time of joining , report to HR- Department for completing the joining formalities . please bring all the original doc for verification at above mentioned factory address as well as copy of the following documents, as applicable.

- 1) Certificate in proof of age & certificate in respect of educational qualification .
- 2) Resent passport size photograph(5-copies )
- 3) Identity proof Xerox copy ( driving license / election card / pass port )
- 4) Pan card & Aadhar card – copy mandatory ( original for verification )
- 5) Medical fitness certificate .
- 6) Address proof Xerox copy of ( electricity bill / election card / pass port / driving license/ aadhar card ) Form -16 from last employer ( not applicable to fresher's).

You are requested to join on or before **10-Jul- 2020**.Detailed appointment latter will be issued to you immediately after your joining .

Please counter sing a copy of this letter as token of your acceptance and return the same to us.

Thanking you,

For DHOOT TRANSMISION PVT LTD

Plant no 103.chetgaon midc Aurangabad.

[Type text]



# Dhoot Transmission Pvt. Ltd. Farola-III

Date:

To

TO,

MS :- NEHA CHINWALKAR

## Sub :- Offer for the post of " Diploma / Graduate Engineer Trainee "

Dear

With the reference to your application and the subsequent personal discussion we had with you on **Jan-2020**, We DHOOT TRANSMISSION PVT LTD . Do hereby pleased to offer you the employment for the post of "**Graduate Engineer Trainee**" as per terms & conditions discussed and mutually agreed during personal discussion .

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Please counter sing a copy of this letter as token of your acceptance and return the same to us.

Thanking you,

For DHOOT TRANSMISION PVT LTD

Plant no 103.chetgaon midc Aurangabad.

[Type text]



# Dhoot Transmission Pvt. Ltd. Farola-III

Date:

To

TO,

MS :- NIKHIL SHAHANE

**Sub :- Offer for the post of “ Diploma / Graduate Engineer Trainee ”**

Dear

With the reference to your application and the subsequent personal discussion we had with you on **Jan-2020**, We DHOOT TRANSMISSION PVT LTD . Do hereby pleased to offer you the employment for the post of **“Graduate Engineer Trainee”** as per terms & conditions discussed and mutually agreed during personal discussion .

- 1. You shall be paid wages / salary & allowances as under :- stipend of (Per Day 26 + 2 live) & overtime extra per month .**

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You are requested to join on or before **10-Jul- 2020**.Detailed appointment latter will be issued to you immediately after your joining .

Please counter sing a copy of this letter as token of your acceptance and return the same to us.

Thanking you,

For DHOOT TRANSMISION PVT LTD

Plant no 103.chetgaon midc Aurangabad.

[Type text]



Date: 18/02/2021

To,  
Sachin Yograj Patil  
At-post Kinod,Kinod.  
Jalgaon-425002.

## Offer Letter

Dear Sachin,

With Reference to the interview we had with you, we are pleased to inform you that you have been selected in our company for the position of **Senior Engineer** for our Company.

The starting Monthly salary for this position is **17000/-** to be paid on a monthly basis.

As mentioned, a detailed appointment letter will be issued to you after your joining the duties of the Company. You have agreed to join the duties on or before **20/02/2021**. In case, you fail to join on the above mentioned date, the offer will automatically stand cancelled.

Please sign and return the duplicate copy of this Job offer letter OR send your offer acceptance confirmation by replying this email as a token of your acceptance of this job offer of employment.

As Part of Joining Formalities you are required to submit the following documents:

1. Photostat copy of Pan Card(if any)
2. Photostat copy of Permanent Address Proof E.g. Driving License, voter ID Card
3. Educational Certificates.
4. Professional Certificates.
5. Last Salary Slip Drown.
6. Clearance Certificate From Previous Job.
7. Passport Size Photographs-5 Nos.

We wish you all the best.

Thank You,



For,

**Nillsagar Dream Planet Pvt. Ltd.**

# सिद्धी शुगर अॅण्ड अलाईड इंडस्ट्रीज लि.

महेश नगर, उजना, ता. अहमदपुर जि.लातूर. 413515

फोन / फॉक्स

02381-262256

ईमेल

siddhisugar.co@gmail.com

पाष्ठ वॉक्स नं

30

गा.कं.एसएसएआयएल/प्रशासन/५४५/ २०२२-२३

दि. ०६/०६/२०२२

## // अनुभव प्रमाणपत्र //

प्रमाणित करण्यात येते की, श्री कपिल काशिनाथ लांडगे हे आमच्या कारखान्यात डिस्ट्रिलरी विभागात ट्रेनि इंजिनिअर (इक्वॉपोरेशन अॅण्ड ड्रायर) या पदावर ट्रेनि हंगामी कर्मचारी म्हणून दि. ३१/०८/२०२१ ते दि. २९/०६/२०२२ पर्यंत कार्यरत होते. ते कष्टाळू व प्रामाणीक आहेत.

करिता सबव प्रमाणपत्र त्यांचे विनंती अर्जाविलान देण्यात येत आहे.



१२  
→  
(पी.जी.होनराव)  
व्हाईस प्रेसिडेंट

# सिद्धी शुगर अॅण्ड अलाईड इंडस्ट्रीज लि.

महेश नगर, उजना, ता. अहमदपुर जि.लातूर. 413515

फोन / फॉक्स

02381-262256

ईमेल

siddhisugar.co@gmail.com

पाष्ट बॉक्स नं

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गा.कं.एसएसएआयएल/प्रशासन/५४५/ २०२२-२३

दि. ०६/०६/२०२२

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१२  
→  
(पी.जी.होनराव)  
व्हाईस प्रेसिडेंट

To,  
Mr. Prathmesh Patil  
Nasik

Dear Mr. Prathmesh  
Congratulations! We confirm that you have been selected for work for Fabex Engineering. We are delighted to offer you the following job offer:

**1. POSITION:**

You will be designated Project Engineer (Sandy) based at Nasik.

**2. SERVICE DATE:**

We confirm that your service date is 07.10.20.

**3. JOB RESPONSIBILITY:**

Your broad job responsibilities include joining duty, by your reporting manager, taking up your responsibilities as required to attain the past time objectives.

You will work within the organization's directions as may be laid down by the managing director.

**4. REMUNERATION:**

A) The salary is ₹20,000/- plus PF & ESIC after completing one year tenure.

Salaries being paid to all employees particulars are strictly confidential and are not to be shared, discussed, disclosed or communicated with any individual other than the Admin.

**5. INCOME TAX:**

Tax liability, payments made to your bank and will be deducted at source as per tax rules.

**6. SALARY REVIEW:**

In normal course, salary increments in the month of April each year, depending upon financial results and individual salary increases etc., that amount will be determined by your performance, achievement, general conduct.

**7. CONFIRMED SERVICE:**

While in confirmed service, herewith by its discretion by giving you an amount of ₹10,000/-/- if you wish to leave service, you are required to give notice in writing to the Company. In case you resign without giving notice the Management shall have

the right to deduct an equivalent amount from your salary due to you or for any other compensated damage.

To,  
Mr. Prathmesh Patil  
Nasik

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the right to deduct an equivalent amount from your salary due to you or for any other compensated damage.

However, it is a right of the company to withhold payment for the prescribed period to ask the employee to leave till the notice period is expired under the circumstances.

Further in case of misconduct with gross malice, spreading disaffection to any director, dishonesty in employment or lack of professional integrity by a servant without intimation or permission, terminably the company giving notice or salary in lieu of notice.

### 8. TRANSFERABILITY:

At any time during your employment with the company transferred at the discretion of the Management, consent from department or business establishment of other companies in the group companies existing or may come in future, day wheread. In

### 9. CODE OF CONDUCT:

As a whole throughout your employment and attention in serving the Company faithfully and safeguard its interests to the best of your ability, engage yourself work with or without remuneration if for, any kind of company or any private business directly or indirectly or profe

You will bear responsibility for property and equipment, articles instruments, which may be in your charge and will surrender the same to the Company.

You shall abide by Company's rules and practices including safety stipulations, as applicable.

You will abide by the Orders Rules & Regulation applicable to the other permanent employees from time to time.

### 10. CONFIDENTIALITY:

The nature of FABEX ENGINEERING is required to sign legally binding Confidentiality Agreement with the client that this covenant is effectively fulfilled by instructing each employee to sign a Confidentiality Agreement with the client. It will be required to enter into a Confidentiality covenant in Annex.

### 11. MEDICAL FITNESS:

Your continuous employment will be subjecting physically and mentally fit to the requirements of the organization and when felt necessary.

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**12. AGE OF RETIREMENT:**

Currently Company's age of is 58 years. Retire on attaining the age of 58 years from his date of 2005<sup>th</sup> Jan.

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Your leave eligibility will play an active role prevailing from time to time.

You will be eligible for 15 public holidays as

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**14. SERVICE BENEFITS:**

Your eligibility and Provident & gratuity pr

Please note your employment is not applicable in future if it is revealed that you have furnished leading or concealed any material or information which could be utilized, your employment shall stand summarily terminated down to compensation th

Your address as given in application form shall be correct for communication purpose. If changed of any residential address or civil status.

This letter is super previous letter.

We welcome you to our family and looking successful and mutually rewarding association

This letter is being issued by Placing on your reference and return of two copies of the terms and conditions of the terms and conditions of your appointment above.

Yours sincerely,  
For FABEX ENGINEERING PVT LTD

DIRECTOR



the above terms and conditions  
and accept the same.

*Patil*

Rathmesh PatilPr

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Yours sincerely,  
For FABEX ENGINEERING PVT LTD

DIRECTOR



the above terms and conditions  
and accept the same.

*Patil*

Rathmesh PatilPr



## OFFER LETTER

**Dear Bhushan Deokar**

We are pleased to offer you an Employment with **Naygon Technologies Private Limited** associated Software deployment company **Nadcab Technology** based on the interview discussions you had with us . Details of the terms and conditions of offer are as under:

1. You will be designated as “**React Native Developer**” for **Prayagraj** Location.
  2. Your date of commencement of Employment will be on or before **01-September-2022**
  3. Your employment would be subject to the Terms & Conditions, mentioned in your appointment letter, which will be issued to you on your joining.
  4. Your fixed annual ctc to Company Rs **5,30,000/-PA** Including PF, Contribution Employer/Employee, Bonus, Gratuity and Insurance (If Applicable)
  5. You will have to serve a Notice Period for **2 Months**.
  6. You will be on probation for a period of **3 Months** from the date of joining.
- 
- Please bring along the below listed documents / details on your day of joining.
1. Address Proof (Copy of Aadhar card/ Passport / Driving licence/Voter ID Card) (any one of them).
  2. Copies of Academic Certificates (all from 10<sup>th</sup> to Highest).
  3. Copy of Resignation Letter with acknowledgement.
  4. Copy of Relieving letter from previous employer (Original).
  5. Proof of compensation last drawn (3 Months - Original).
  6. Six passport size photographs (Recent).
  7. Bank Passbook or pay slip of the last comp

## Guidelines

1. Working hours of employees are 8 hour.
2. Office timing will be 10AM to 6 PM.
3. Work will be assigned as task based.
4. 2nd & 4th Saturday will close.
5. 1 Leave and one half day allowed per month (can't take leave without permission).

### Acceptance

I hereby accept the above offer along with the terms & conditions of employment offered to me .I shall join the company on

Name : \_\_\_\_\_

Date of Joining:

Signature :





## Offer Letter - Durgaprasad Suryawanshi - Pelican.AI

1 message

HR <hr@pelican.ai>  
To: suryawanshidurgaprasad695@gmail.com <suryawanshidurgaprasad695@gmail.com>  
Cc: HR <hr@pelican.ai>

Tue, Jun 21, 2022 at 14:44

Hi Durgaprasad,

Warm Greeting from Pelican.AI !

We are delighted to offer you a Role of **Trainee – Software Engineer ( C Dev Team )** at **Pelican** and the offered role is the foundation for a rewarding career with us at Pelican. Our holistic learning and development programs will groom you further for an enriching and exciting career with us.

We would expect you to join as early as possible, but not later than **27<sup>th</sup> June 2022** beyond which the offer would stand withdrawn unless a new date is agreed to by us in writing. Your Job location would be **Mumbai, India**.

Your date of joining is Monday, 27<sup>th</sup> June 2022 at 11:00 am in Pelican, Seepz Office.

Office Address : Unit No 17 & 21, SDF 1, Seepz Gate No 1, Andheri East, Mumbai 400096.

**Total Annual CTC - INR. 4,50,000/-**

### Document Required on Date of Joining

1	Photograph	6 Copies in White Background
2	Reference details	Last Reporting Manager (2 references)
3	Pan Card & Aadhar Card	
4	Proof of Birth/ Age	School Leaving Certificate
		Passport copy
5	Address Proof	Passport copy/Driving License/
		Electricity/ Telephone Bill copy
6	Copies of Educational Certificates	From SSC onwards
7	Medical Certificate	Medical Certificate stating that you are medically fit to join our organization (ACE)
8	Vaccination Report	Final vaccination Certificated or IRCTC Negative Report.
9	Copies of Professional Experience	For all companies worked
10	Salary Slip/ Certificate and Professional Reference details	Last 3 months/ Last Reporting Manager (2 references)
11	Work Experience/Relieving Letter	From all last employers

### Note:-

1. Gratuity is paid over and above Annual CTC, as per Gratuity Act.
2. You will be eligible for a medical insurance of INR. 3 lakhs, which includes your family (spouse and 2 children), which is part of your Annual CTC, mentioned above is part of your Annual CTC, mentioned above.

Kindly acknowledge the above offer.

Don't consider this email as final offer email, as we will roll out the official offer letter to you, post your confirmation.

Best Regards,

Team HR

Nikeeta Sali.

[www.pelican.ai](http://www.pelican.ai)

Pelican ai | Payments & Financial Crime Compliance

New York • London • Amsterdam • Dubai • Mumbai

**DISCLAIMER:** The contents of this email and any attachment(s) are confidential and intended for the named recipient(s) only. E-mail transmission is not guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or may contain viruses in transmission. The email and its contents (with or without referred errors) shall therefore not attach any liability on the originator or Pelican (Ace Software Solutions) or its affiliates. Views or opinions, if any, presented in this email are solely those of the author and may not necessarily reflect the views or opinions of Pelican or its affiliates. Any form of reproduction, dissemination, copying, disclosure, modification, distribution and / or publication of this message without the prior written consent of authorized representative of Pelican is strictly prohibited. If you have received this email in error, please delete it and notify the sender immediately. Before opening any email and/or attachments, please check them for viruses and other defects.

**Date:24-Nov-2021**

To

Monish Gavali  
INDIA

Dear Monish Gavali,

**Sub: Offer of Training and Employment**

1. This has reference to the selection process for employment opportunity at Mindtree.
2. We take pleasure in informing you that you have been selected for appointment in Mindtree as an **ENGINEER** in the salary grade **C1** subject to the following terms and conditions.
  - 2.1. a) You should have completed/ complete the Degree which you pursued/ are now pursuing, without any backlog (subjects where you have not obtained the passing marks) at the time of joining
  - b) Secure 60% aggregate in the degree. Aggregate is calculated as follows:

(Total of marks obtained in all the subjects from the first to last semester)  
Aggregate =  $\frac{\text{Total of marks obtained}}{\text{Total of maximum marks}}$  \* 100  
(Total of maximum marks in all the subjects from first to last semester)

Aggregate % = Aggregate \* 100
  - c) Provide a copy of the degree certificate or provisional degree certificate along with mark sheets of all semesters on your day of joining.
- 2.2. Mindtree has training centers in Bangalore, Hyderabad, Chennai, Pune, Noida and Kolkata. Based on the preference expressed by you during the selection process, you shall initially undergo training at Mindtree training center in Pune (Orchard Learning Programme), which helps you to transition to the corporate world of technology solutions. The details of the programme and the specific address of the training location in Pune will be provided separately closer towards the joining date. Mindtree reserves the right to change the training campus location based on business needs prior to or during your training period.

  
Monish Gavali (Nov 25, 2021 13:01 GMT+5.5)

2.3. Your onboarding date would be shared with you based on your participation and achieving required milestones as per the pre- orchard learning program calendar which will be shared by you upon acceptance of this offer.

2.4. The period of Orchard Learning Programme is for 90 days and on successful completion of the programme, you shall be deployed at a location as per the business requirement of Mindtree. However, the exact duration and nature (either virtual or in-person) of the training program may vary based on the track and specific requirements. Exact duration and nature of the training shall be communicated upon joining and allocation into a technology track.

2.5. The other terms and conditions of your appointment at Mindtree is in Annexure - A. Besides, you will be governed by the rules, regulations and policies of Mindtree which will be in force from time to time.

2.6. You shall arrange to produce the following documents at the time of reporting for training or such other time prior to your date of joining, as may be required by Mindtree, for the purpose of completing the joining formalities:

- a) 10th, 12th and graduation (all semesters) mark sheets originals;
- b) Degree completion/provisional certificate original;
- c) Pan card original;
- d) Aadhaar card original; and
- e) Voter ID / Driving license original.

Mindtree reserves the right to ask for and verify additional document/s over and above the aforementioned list for your onboarding purpose and you undertake to provide the same to Mindtree.

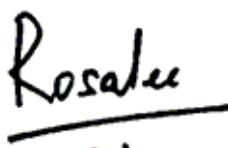
If the above terms and conditions are acceptable, you may confirm your acceptance by digitally signing this offer within 5 days from the date of receipt of this mail and offer document.

If you have any questions or need any clarification, please do not hesitate to contact us at [campus.offers@mindtree.com](mailto:campus.offers@mindtree.com).

We wish you a long and successful career with Mindtree.

We look forward to working with you soon.

Thank you,  
**For Mindtree Limited**



**Rosalee M Kombial**  
**Vice President-People Function**



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**Annexure 2****Compensation stack effective from date of confirmation****Name : Monish Gavali****Salary Grade : C1****Designation : ENGINEER**

Detailed break up of your CTC components is given below (all figures are in INR and per annum)

COMPONENTS	AMOUNT (in INR/annum)
Basic	180,000
HRA	89,916
Provident Fund	21,600
Gratuity	8,640
Insurance Benefits*	6,600
Allowance in Lieu of Reimbursement	45,252
<b>Annual Gross</b>	<b>352,008</b>
Bonus / Variable Compensation**	48,000
<b>Annual Cost to Company</b>	<b>400,008</b>

\* The Insurance coverage provided to you at the time of joining will continue on your confirmation, as per the prevailing insurance policies at the time of your confirmation. The premium for standard coverage is part of your CTC.

  
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Additionally, you will be provided with the following options for enhancing your coverage under GMC.

- You will be given an option to increase the coverage from INR 500,000. Top up options with additional / higher insurance coverage are available as per policy.
- If you opt for this, the additional premium for the increased coverage will be deducted from your salary on a pro-rated basis.
- You will be given an option to cover your Parents or Parents-in-law. If you opt for this, the additional premium for the parental coverage will be deducted from your salary.

More details on these options will be provided to you at the time of your confirmation.

\*\*The bonus component per annum is 12% of CTC. The payout will be governed by the Bonus plan applicable for the respective year. More details of the plan will be available on joining. The actual amount payable is inclusive of bonus, if any, as per the Bonus Act, 1965 and amendments thereto.

The structure of CTC shown above is indicative and by the time of your confirmation, there could be changes in the structure arising out of changes in the Income tax rules or Insurance or organization wide compensation philosophy changes. However, the CTC amount will be protected i.e., will remain the same.



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### **Annexure - 3**

#### **Terms and conditions of the Offer of Training and Employment**

- 1.** All employees of Mindtree are referred to as Mindtree Minds. Mindtree Minds who join us from campuses are referred to as Campus Minds of the particular batch of joining for convenience and identification.
- 2.** The term, "the Company" refers to Mindtree Limited.
- 3.** This letter contains broad terms and conditions of service governing this appointment which are subject to change from time to time and shall have to be read along with the rules, regulations and policies of the Company.
- 4.** You are also bound by the terms relating to Non - Disclosure, Intellectual Property Assignment, Non-Solicitation, Confidentiality, Non-Compete agreement annexed hereto at Annexure 3, and Mindtree Code of Conduct. **You are requested to go through the documents carefully and understand the terms thereof before sending your acceptance.**
- 5.** You are requested to contact the People Function team (HR team at Mindtree) for any clarifications on policies/rules/regulations, which are applicable to you. **Salary details are personal to you and you are expected to keep them confidential.** We expect you to keep the salary details confidential at all times.

#### **6. Orchard Learning Program**

6.1 On joining, you will be part of our Orchard Learning Program. The Orchard Learning Program will consist of new age methods that enable you with real world problem solving capabilities.

6.2 Orchard Learning Program spans for about 90 calendar days. However, the duration could be shortened or extended based on the business requirements and an individual's readiness for working on projects as determined by Mindtree.

6.3 The Orchard Learning Program is intensive and fast paced, requiring your focus and hard work, to learn effectively and demonstrate capabilities expected by Mindtree. You are required to ensure your 100% availability and undivided attention during the tenure of the program.

6.4 You will be continuously assessed and given feedback by experts throughout the learning program. You will be provided opportunities to demonstrate the acquired capabilities on skills such as communication, design, programming, problem solving, presentation and professionalism on engineering, business and social projects. You must clear a set of mandatory capabilities, as the qualifying criteria, for successful completion of Orchard Learning Program. The details of qualifying criteria will be communicated to you upon your joining.



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Your continued employment with Mindtree is subject to your meeting the qualifying criteria during and at the end of the Orchard Learning Program. If you meet the qualifying criteria for successful completion of the Orchard Learning Program, your employment with Mindtree will be confirmed through a written intimation shall be sent to you. If you do not meet the qualifying criteria, you will be asked to leave the services with no further assurances, risk or liability of Mindtree. Unless otherwise confirmed in writing, you will be deemed to be under the Orchard Learning Program.

## **7. Confirmation of employment**

7.1 Upon confirmation, your designation will be "ENGINEER" and in the salary grade of C1 will continue. The date of confirmation is reckoned as the start date of service for all practical purposes, including statutory requirements. Date of confirmation is the start date used for provident fund, gratuity, tenure calculation for performance management cycle, increments, progression, vacation or leaves as per general policy, loans and other benefits etc.

7.2 All confirmations will be aligned to the 16<sup>th</sup> of the same month or 1<sup>st</sup> day of the succeeding month post successful completion of the Orchard Learning Program. For e.g. if you successfully complete the Orchard Learning Program any day between 1<sup>st</sup> to 15<sup>th</sup> during the month of September 2021, the date of confirmation will be 16-Sept-2021 or if you successfully complete the Orchard Learning Program any day between 16<sup>th</sup> to 30<sup>th</sup> of September 2021, the date of confirmation will be 01-Oct-2021.

7.3 The duration between the successful completion of the Orchard Learning Program and the date of confirmation is considered as part of the Orchard Learning Program.

7.4 On confirmation, your work location will be decided based on the business requirements. You are expected to report at your work location as advised.

7.5 Your joining may be revoked or your confirmation will be withheld, if any of the required joining formalities, for e.g., submission of all marks cards, degree certificates, etc., are not complied with.

7.6 Determination of adequacy and authenticity of the proofs submitted will be at the sole discretion of the Company.

## 8. Background check & references

We would be conducting a background and reference check prior to or after your expected date of joining to validate your identity and the address provided by you and to conduct any criminal checks.

Your employment with us and your continuation in service is contingent upon (i) our obtaining a satisfactory report on the background check conducted by our approved agency relating to details provided in your application etc. and (ii) your eligibility to work for the Company such as no non-compete restrictions.

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If any of the information provided by you is found to be inaccurate now or later, or if you suppress any material information, Mindtree at its sole discretion can take necessary action including but not limited to termination of employment with or without notice or compensation. In certain client projects, our clients may request additional checks, which you shall comply with.

In securing this offer, you have represented that you have certain educational qualifications. Hence, we understand that you shall provide proofs of such qualifications as applicable which we find satisfactory when asked by us or our background check agencies.

In the event of non-cooperation with the background check process, including but not limited to non-submission of requested documents and lack of response to calls and/or mails, Mindtree may, at its sole discretion, choose to terminate the employment contract between Mindtree and you with or without notice or compensation.

## **9. Compensation and benefits**

9.1 During the Orchard learning program, you will be paid a stipend of **INR 26,000** per month. Please refer Annexure 1 for details. On successful completion of the Orchard learning program, your employment with Mindtree stands confirmed. On confirmation, your total compensation would be **INR 400,008.00** per annum. Please refer to Annexure 2 for details. All payouts are aligned to salary payout, which is the last working day of the month, unless otherwise mentioned. Any payment will be after deduction of applicable taxes prevailing at the time of payout.

9.2 You will be covered under insurance from the date of joining, as detailed in Annexure 1.

9.3 If applicable, you will be eligible for relocation benefits for the relocation from a Mindtree campus/facility to your work location, as per the existing relocation policies for Campus Minds.

9.4 The performance management and career progression will be as per the existing policies.

9.5 You will not be eligible for any loans or advances during the Orchard Learning Program. You will be required to be on the rolls of the Company and not serving the notice period, for you to be eligible for sanction of loans and salary advance, payment of year-end payout component of bonus (if applicable), compensation revisions, promotions etc. You will have to refund any amounts received by you when you are not entitled for the same.

9.6 Duration of unpaid vacations will not be considered while the Company is computing the tenure for benefits like gratuity, compensation revisions, promotions etc. which have a tenure eligibility component, amongst other criteria.



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## 10. Vacation and leave

10.1 No leaves are allowed during the Orchard Learning Program except the statutory holidays and other Mindtree official holidays applicable to the Orchard Learning Program candidates in general.

10.2 Any absence during the Orchard Learning Program due to any grave personal emergency will be dealt on a case to case basis and will be considered as loss of pay and deducted from your stipend on pro-rata basis. Recovery of the amount towards loss of pay during the Orchard Learning Program may happen either during the Orchard Learning Program itself or the first month of confirmation or final settlement on cessation of employment, as the case may be.

10.3 On confirmation, you will be eligible for leaves as per the general leave policy as in force in the Company from time to time.

## 11. Termination of employment

### 11.1 During Orchard Learning Program

#### a) Termination for cause

Your employment with Mindtree will be terminated without any notice or stipend or compensation in lieu of notice in the below circumstances which you agree are reasonable and acceptable:

- Failing to meet the qualification criteria during the Orchard Learning Program assessment
- Unauthorized absence during the Orchard Learning Program
- Non-compliance to Mindtree integrity policy and other disciplinary expectations.

Examples of acts which cause termination on disciplinary grounds are employing unfair means during assessments, submitting fake bills for any reimbursements, submitting fake medical certificates, submitting fake documents, misuse of access cards, not being available in office without prior intimations and for unreasonable durations, not clearing background verification checks, misuse of Company assets, violation of Company policies & Code of Conduct, indulging in acts of sexual harassment, persistent irregularity in attending the learning sessions without valid reasons, being absent for assessments without prior permission, becoming insolvent, absconding etc. This list is only indicative and not comprehensive.

If Mindtree terminates your employment, for reasons other than your performance (meeting the qualifying criteria during and at the end of the Orchard Learning Program) and disciplinary grounds, you will be terminated from employment with immediate effect and return Mindtree assets immediately.

#### b) Termination for convenience

If you wish to terminate your employment during the Orchard Learning Program, you will be required to notify your resignation in writing. On acceptance of your resignation, you will be intimated about your relieving date and you are expected to comply with all separation procedures and return of the Mindtree assets, within two working days.



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## 11.2. After confirmation

### a) Termination for cause

Mindtree may terminate your employment, with immediate effect, without any notice or salary or compensation in lieu of notice, on disciplinary grounds, which may include any act of integrity violations. Examples of acts which cause termination on disciplinary grounds are employing unfair means during assessments, submitting fake bills for any reimbursements, submitting fake medical certificates, submitting fake documents, misuse of access cards, not being available in office without prior intimations and for unreasonable durations, not clearing background verification checks, misuse of Company assets, violation of Company policies & Code of Conduct, indulging in acts of sexual harassment, persistent irregularity in attending the office without valid reasons, becoming insolvent, absconding etc. This list is only indicative and not comprehensive. In event of termination due to such reasons, you agree that notice requirements shall not apply. In case of your unauthorized absence, without intimation or permission or prior sanction of leave, or being absent beyond the period of leave originally granted or subsequently extended, for a period of 10 working days or more, it shall be considered that you are no longer interested in continuing employment with the Company, in such a case, it shall be deemed that you have abandoned your services. In such an event, the management shall terminate your services without any notice or salary or compensation in lieu of notice.

### b) Termination for convenience

1. If you wish to terminate your employment, you will be required to give an advance notice of **three (3)months**, in writing to the company. If at your request, Mindtree agrees to relieve you before serving the full notice period, you will be liable to pay to Mindtree, the salary for the balance notice period along with other amount payable by you to Mindtree. Both Mindtree and you agree that this amount is fair and legally enforceable in the event of any default from your side. Mindtree, at its sole discretion, may provide waiver on the notice period. If there is any failure to comply with the separation procedures within a reasonable time frame, then it will be handled as Termination on disciplinary grounds. If Mindtree terminates your employment, for reasons other than disciplinary grounds, you will be given an advance notice of three months, in writing.
2. If Mindtree decides to relieve you before the completion of the notice period, the salary for the balance notice period would be paid to you after adjusting the amounts payable by you to Mindtree.
3. Salary for the purpose of notice period means the two components of Basic & Flexible Expenditure Plan (FEP), in your compensation at the time of termination of your employment.


  
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### 11.3 Common guidelines to be complied with, on termination for any reason, and at any time of your employment

- a) On termination of your employment for any reason, you shall comply Mindtree's separation procedures, sign all required documents and return all Mindtree assets with you. Mindtree will not be bound to pay the final dues, if any, till you have completed all the separation procedures and returned all the payments that Mindtree may have due from you under any loans, liens, or borrowings you may have made.
- b) If there is any failure to comply with the separation procedures within a reasonable time frame, then it may be handled as termination on disciplinary grounds based on assessment of the circumstances.
- c) Mindtree, at its sole discretion, may extend the time frame of notice period for compliance.

### 12. Nature of employment

12.1 The offer of appointment has been made on the basis that the declaration made by you during the selection process and subsequently at the time of joining are complete and correct. If it is found that you have concealed any information which have material bearing on your employment or you have made any wrong declaration, your employment may be termination without any notice, salary or payment in lieu of notice. **The Company reserves right to have your background check either directly or through an outside agency and by accepting the terms of appointment, your consent for the same is deemed to have been given.**

12.2 **The employment at Mindtree is exclusive and you shall devote your full time for discharging the roles and responsibilities entrusted to you. You shall not take up any employment part-time or full time for consideration or on honorary basis without the prior written consent of Mindtree either during Orchard Learning Program or after your confirmation.**

### 13. Other Agreements

You may be required to sign necessary agreements with Mindtree and its clients as required and complete various formalities as per those agreements at the time of joining and during the tenure with the Company. You may also be required to sign other agreements with the Company, as the Company may decide from time to time, in order to secure the interests of the Company and also to ensure your performance and adherence to all terms, conditions, rules and regulations of the Company.



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## 17. Mindtree's Code of Conduct and Policies

17.1 Mindtree has a 'Code of Conduct' that is applicable for all Mindtree Minds undergoing training. The Code of Conduct also applies to your tenure with Mindtree after the completion of the training at Mindtree and your employment at Mindtree while at Mindtree location or at a Mindtree customer location.

17.2 You will be requested to sign your acceptance and adhere to these terms upon joining.

17.3 Any subsequent updates of the Policies and Code of Conduct shall automatically apply to your employment with Mindtree. You are required to keep yourself updated at all times of these Policies and Code of Conduct.

## 18. Tax implication

You are solely responsible for declarations and implications arising thereof for all personal income tax purposes.

## 19. Reimbursement of travel expense for joining Mindtree

Expenses incurred by you for joining Mindtree will be borne by you and will not be reimbursed by Mindtree.

## 20. Personal Safety and conduct

You understand that during your training and employment with Mindtree, you shall be responsible for your conduct and personal safety. You shall indemnify Mindtree, its directors and employees from any claims, legal or financial arising out of your own actions or omissions or indulging in activities that endanger your personal safety and release Mindtree of all liabilities to you or your family arising from your acts or omissions.

## End of Annexure 3



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## Code of Conduct

### **Summary:**

Mindtree Minds are expected to follow a professional code of conduct and work ethics. The intent of this document is to lay the ground rules for professional and disciplined behavior in the office premises and/or at client locations. Mindtree cannot anticipate all situations that may arise during your employment. When in doubt about an appropriate course of conduct, please contact your supervisor or a People Function representative.

Your employment with Mindtree is subject to your acceptance of this Code of Conduct Procedure. All Mindtree Minds are required to read, understand and sign the Code of Conduct procedures when they are hired.

### **Objective:**

To define guidelines on the professional code of conduct and work ethics in the office premises and/or at client locations.

### **Eligibility/Applicability:**

All Mindtree Minds, Mindtree's clients, vendors, partners etc.

### **Code of Conduct :**

The policy details various scenarios under which Code of Conduct is monitored.

#### **1) Personal Interest v/s Mindtree's interest**

In day-to-day work scenarios, you could face situations where a possible course of action would advance your personal interests at the expense of the company. In such situations, you are expected to put the best interests of the company first. When in doubt, please check with People Function and/or your Manager.

#### **2) Use of proprietary or confidential information of third party**

You should not disclose to Mindtree, bring onto Mindtree's premises or induce Mindtree to use any confidential information that belongs to anyone other than Mindtree or yourself. You are instructed neither to make use of any confidential or proprietary information of a third party in the course of performing your job duties or services, nor include or incorporate any such information with or into any product or work that you create, design, or develop for or on behalf of Mindtree in the course of performing your duties or services unless you have the prior written consent of Mindtree. Reference to 'Mindtree' above includes Mindtree's clients, vendors and partners as well.

#### **3) Office for Profit**

Without the consent of Mindtree, you are prohibited from initiating or accepting any work as an Employee, consultant, adviser or as a member of board of directors of any other company. If you wish to seek approval for such outside work, please contact your People Function representative.

#### **4) Vendor relationship**

In your capacity as a Mindtree Mind or Consultant, neither you in the capacity of employee nor any of your immediate family members can be a vendor of Mindtree. You shall not accept advice, service, or gifts or presents in kind or cash from a vendor of Mindtree with a value greater than \$25. If you receive any gifts from a vendor with a value greater than \$25, or if a vendor engages in a pattern of offering you small gifts, please inform your reporting manager or ask People Function for guidance.

#### **5) Using Mindtree's time and assets**

You should not use Mindtree's or its customers' time or any of its assets for performing outside or personal work. In addition, you should not abet, entice, motivate, help, or coerce fellow employees to use such time and assets for outside or personal work that could reasonably be construed to have a detrimental effect on Mindtree.

#### **6) Personal Relationship**

Your spouse or any other member in your immediate family may be working with a competitor or vendor of Mindtree. This calls for extra-sensitivity to confidentiality of Mindtree's information as there is a possibility that the closeness in relationship could lead to inadvertently compromising Mindtree's interest. You are requested to be aware of the potential conflicts that might arise and inform the People Function accordingly.

If you are a member of an Enabling function such as People Function, Finance, IS etc you cannot have an immediate family member employed in another function/role in Mindtree, unless it has been explicitly approved by the head of People Function.

#### **7) Equal Opportunity**

Mindtree is an equal opportunity employer and makes employment decisions on the basis of merit. The Company seeks to have the best available individual(s) in every position. Mindtree prohibits unlawful discrimination based on race, color, citizenship, religion, sex, national origin, age, disability, or family, marital or veteran status, or any other characteristic protected by federal, state or local laws.

Mindtree is committed to complying with all applicable laws providing equal opportunities to individuals regardless of race, color, citizenship, religion, sex, national origin, age, disability, or family, marital or veteran status, or any other characteristic protected by law. This responsibility applies to all persons involved in the operations of Mindtree and prohibits unlawful discrimination by any Mindtree Mind, including supervisors and coworkers.

Mindtree prohibits taking negative action against any Mindtree Mind for reporting a possible deviation from this policy or for cooperating in an investigation. Any Mindtree Mind who retaliates against another Mindtree Mind for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination of employment.

#### **8) Dating/Romantic/Sexual Relationships**

Mindtree recognizes that sometimes employees enter into personal relationships in the workplace, and this provision is not intended to prohibit such relationships. However, certain romantic or sexual relationships can interfere with the smooth operation of its business. Some of these relationships can also result in actual or potential disclosure of confidential or sensitive information and can have other detrimental effects. Mindtree reserves the right to determine when a relationship presents a problem in the workplace.

Without limiting its discretion to address problematic relationships or situations, Mindtree offers the following guidelines:

During working time and in working areas, employees must keep personal exchanges limited so that others are not distracted or offended, and so that productivity is maintained. During nonworking time, such as lunches, breaks and before and after work periods, employees may have appropriate personal conversations in non-work areas as long as their conversations and behaviors could not be perceived as offensive or uncomfortable to a reasonable person. Employees are strictly prohibited from engaging in conduct that would be deemed inappropriate by a reasonable person while on company premises, regardless of whether they are working at the time.

Mindtree generally considers employee off-duty conduct as private, as long as the conduct does not create problems within the workplace. Exceptions to this principle, however, involve 1) romantic or sexual relationships between supervisors and subordinates (regardless of the reporting structure) or 2) romantic or sexual relationships between any employee in the People Function or Finance departments and any other employee. Both employees involved in a relationship in either of these categories must immediately disclose to Mindtree the existence of a romantic or sexual relationship. Such required disclosure must be made in writing to People Function. People Function will provide an appropriate form upon request. Failure to make this disclosure may result in disciplinary action up to and including termination of employment. This disclosure will enable Mindtree to determine whether, given the relative positions of the individuals involved, action should be taken.

If Mindtree determines that action must be taken, it may ask one or both of the employees to transfer to another position, location, or project. If a transfer proposed by Mindtree is refused, or if Mindtree determines that the situation cannot be adequately addressed by transfer (or if Mindtree determines that transfer otherwise would not be in the best interests of Mindtree), Mindtree may terminate the employment of one or both employees. Mindtree has the sole discretion to determine whether a problem exists and how to address it. Accordingly, Mindtree is not limited to transfer and discipline/termination as its only options.

## **9) Personal Behavior**

Mindtree expects all Mindtree Minds to be honest and fair in dealing with people, customers, vendors, competitors or others because you are the brand ambassador of Mindtree and your actions help to form others' impressions about Mindtree.

## **10) Breach of Discipline**

As discussed above, Mindtree expects all Mindtree Minds to behave in a professional manner. Listed below are categories of inappropriate conduct that may lead to disciplinary action, up to and including termination of employment from Mindtree (This list is just illustrative and not exhaustive).

"Theft, fraud, forgery, embezzlement, misappropriation; dishonesty, harassment, indecent behavior, sexual advances, suggestive remarks, racial slurs, derogatory remarks/discrimination on - disability, veteran status, national origin, sexual orientation, race, color, religion, political affiliation, sex, or age. The list also includes forwarding/ viewing pornographic material at work or on work computers or other devices, willful insubordination, disobedience, absence without leave, habitually irregular attendance, neglect of work, willful damage of company property, disclosing/divulging trade secrets/confidential information/special processes/methodologies, unfair dealing with parties, false representation/misrepresentation, false recording/reporting of information, drunkenness, riotous behavior, commission of certain criminal offense(s), aiding or abetting any act listed herein, willful breach of law/rule / policy / guideline/procedure, working under the influence of alcohol or illegal drugs, creating/encouraging an offensive work environment, etc."



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In the event Mindtree receives information suggesting that you may have engaged in any of the conduct described above, People Function personnel may require you to undergo necessary tests/assessments/inquiry as appropriate. You will be expected to cooperate in any investigation People Function or Mindtree management conducts or directs. Mindtree reserves the right to test Mindtree Minds for drug and alcohol use for cause or when a client requires testing.

## 11) Usage of Assets

As a Mindtree Mind, you will come in contact with the below mentioned assets as part of your job. You shall not disclose or divulge any of these assets without permission. You also shall not give false information, misinterpret or misquote any of these assets.

Information which can safely be construed as intellectual property or as copyrightable material includes the following -

- Product of ideas and hard work
- Confidential data
- Any business/functional plan
- Personal information
- Design
- Processes and know-how
- Any internal databases
- Patents /application
- Copyrighted material
- Methodologies, Services etc.

You will also ensure that company confidential information is not used for -

- Benefiting a third party,
- Having reciprocal dealings for personal benefits,
- Acquiring pirated, illegal unlicensed software,
- Receiving or giving extensive gifts/presents,
- Following any practices that lead to monopolies or restrict trade,
- Causing any violation of legal or statutory requirements, etc.

Please understand that unintentional disclosure of proprietary information can be just as harmful as intentional disclosure. Hence you are directed not to disclose Mindtree's confidential information to anyone (including fellow employees, if you are unsure of whether to divulge or not) unless otherwise required or permitted by law or directed by Mindtree management.

## 12) Workplace Etiquettes

Workplace etiquette and housekeeping of personal space is a discipline. You must keep your desk space area clean at all times and should put away any papers, books, files, stationery, etc. when you close work for the day. You must ensure that you maintain minimum noise levels at all times so as not to disturb others. Please be conscious of Mindtree's Green council policy while using company / customer provided resources like printers, stationery, etc.

All Mindtree facilities/ campuses are designated as non-smoking zones. If you wish to smoke at work, please make use of designated smoking areas only.

It is imperative to safeguard the assets (computers, telephones, LCD, etc.) of the company from dishonest, illegal or willfully negligent acts. It is a serious violation to remove any assets from the company or use for personal benefit.

## 13) Information Disclosure

As a Mindtree Mind, you are expected to maintain the confidentiality of Mindtree's trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how and technology. If in doubt about whether a document or other information should be considered confidential, please contact your supervisor or People Function representative.

Mindtree Minds should not speak to the media on Mindtree's behalf without contacting company spokesperson/public relations personnel. All media inquiries should be directed to them.

You must be aware that Mindtree subscribes to the provisions and guidelines of security controls as defined under ISO 27001 in the current form and with any subsequent changes. In Mindtree, you are expected to adhere to the defined compliance under the security policy. Any breach of information security controls may result in disciplinary action up to and including termination of employment.

## 14) Information privacy

For privacy related rights please refer to the Data Privacy Policy available in People hub and <https://www.mindtree.com>.

### Agreed and Accepted

**Signature :** 

**Name :** Monish Gavali

**Date :** Nov 25, 2021



19-Nov-2021

**Dear Pooja Prakash Avhad,**  
B.E., Information Technology  
Sir Visvesvaraya Institute of Technology, Nashik

**Candidate ID – 17849148**

Thank you for exploring career opportunities with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. You have successfully cleared our initial selection process and we are pleased to make you an offer of employment. This offer is based on your profile and performance in the selection process.

You have been selected for the position of **Programmer Analyst Trainee**

During your probation period of 12 months, which includes your training program, you will be entitled to an Annual Total Remuneration (ATR) of INR **401,988/-**. This includes an annual target incentive of INR **22,500/-** as well as Cognizant's contribution of INR **19,500/-** towards benefits such as Medical, Accident and Life Insurance. The incentive amount may vary, depending on Cognizant's performance and your performance. The other details about your compensation are detailed in **Compensation and Benefits**. Your compensation is highly confidential and if the need arises, you may discuss it only with your Manager.

On successful completion of the probation period, clearing the required training assessments and subject to you being part of a delivery project, your Annual Total Remuneration (ATR) would stand revised to INR **Rs. 450,500/-**. This includes an annual target incentive of INR **22,500/-** as well as Cognizant's contribution towards benefits such as Medical, Accident and Life Insurance, as applicable.

Your appointment will be governed by the terms and conditions of employment as presented in **Employment Agreement**. You will also be governed by the other rules, regulations and practices in vogue and those that may change from time to time. Your compensation is highly confidential and if the need arises, you may discuss it only with your Manager.

Please note:

1. This appointment is subject to satisfactory background verification including professional reference checks and you securing a minimum of 60% aggregate (all subjects taken into consideration) with no standing arrears in your Graduation/Post-Graduation.

This offer from Cognizant is valid for 3 months and hence you are expected to accept or decline the offer through the company's online portal within this time-period. In case we do not receive any response from you within this time-period, this Offer shall stand withdrawn and will be considered as void. Any extension to the offer validity will be at the sole discretion of Cognizant

2. Prior to commencing employment with Cognizant you must provide Cognizant with evidence of your right to work in India and other such documents as Cognizant may request.
3. Prior to joining Cognizant, you must successfully complete the prescribed Internship or Continuous Skill Development (CSD) program as detailed below:

At Cognizant, we invest in skill and capability development of our campus selects even before they join us. This is through Cognizant Internship and Continuous Skill Development (CSD) program. These programs focuses primarily on technical skills development. You could enroll in either of these as per your college processes while in the final semester and continue with skill building until you join Cognizant. This forms a critical part of your employment with Cognizant. Your onboarding with Cognizant would be prioritized

based on the successful completion of same. In event of non-completion of the Internship or Continuous Skill Development program, Cognizant may at its sole discretion revoke this offer of employment.

### 3.1 Cognizant Internship:

- a) Cognizant Internship is for approximately 3 to 6 months based on business skilling requirements. The performance during Internship would be monitored through formal evaluations and rewarded with monthly stipend. The stipend details would be notified upon your registration for Internship.
- b) Interns are covered under Cognizant's calendar holidays and need to adhere with attendance requirements and pre-approvals are to be sought towards unavoidable leave or break requests from the program.

### 3.2 Continuous Skill Development (CSD) Program:

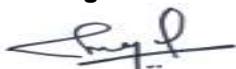
- a) CSD program is offered through a platform based engagement model combined with integrated skill assessment and certifications as the CSD program completion criteria. Upon meeting the completion criteria of the CSD program, enrolled candidates would be eligible for a one-time Cognizant CSD rewards post joining Cognizant. The Cognizant CSD reward details would be provided after your enrollment into the program.
- b) There would be zero tolerance to malpractices and misconduct during Internship and CSD engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship and CSD program terms and conditions from time to time.

### 3.3 GenC Training Post joining:

- a) Cognizant continues to invest in skill building of the entry-level talent and GenC training is a formal on-the-job training offered to trainees based on the business specific skilling needs. The terms and conditions of this training will be governed by Cognizant GenC program guidelines.
- b) The Cognizant Internship or the Continuous Skill Development (CSD) completion may qualify as the entry criteria to the GenC training and is used as basis towards your allocation to projects/roles.

We look forward to you joining us. Should you have any further questions or clarifications, please log into <https://campus2Cognizant.cognizant.com>

Yours sincerely,  
**For Cognizant Technology Solutions India Pvt. Ltd.**



Maya Sreekumar  
**Vice President – Human Resources**

I have read the offer, understood and accept the above mentioned terms and conditions.

**Signature:**

**Date:**

**Compensation and Benefits**

<b>Name:</b> Pooja Prakash Avhad	<b>Designation:</b> Programmer Analyst Trainee
----------------------------------	--

Sl. No.	Description	Monthly	Yearly
1	Basic	10500	126,000
2	HRA*	6300	75,600
3	Conveyance Allowance*	800	9,600
4	Medical Allowance*	1250	15,000
5	Company's contribution of PF #	1800	21,600
6	Advance Statutory Bonus***	2000	24,000
7	Special Allowance*	7349	88,188
	<b>Annual Gross Compensation</b>		<b>359,988</b>
	Incentive Indication (per annum)**		22,500
	<b>Annual Total Compensation</b>		<b>382,488</b>
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	<b>Annual Total Remuneration</b>		<b>401,988</b>

As an associate you are also entitled to the following additional benefits:

- Floating Medical Insurance Coverage
- Round the Clock Group Personal Accident Insurance coverage
- Group Term Life Insurance
- Employees' Compensation Insurance benefit as per the Employees' Compensation Act, 2010
- Gratuity, on separation after 4 years and 240 calendar days of continuous service, payable as per Payment of Gratuity Act

**Leave & Vacation:**

- From the Date of your Joining, you will be entitled with the below mentioned leaves as per your eligibility in line with the statutory requirements. You shall be entitled to avail the leaves only with prior approval from your Manager

SI No	Category of Leave	No. of leave days
1	Earned Leave	18
2	Sick Leave	12
3	Casual Leave	6

- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit Act
- In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the Cognizant India Leave policy

**Provident Fund Wages:**

- For the purpose of computing PF Wages to Provident Fund, Pension Fund & EDLI Scheme, PF Wages shall be Monthly Gross Salary as per Annexure A of this letter excluding "Advance Statutory Bonus" & "House Rent Allowance" will be considered. This does not include payments made through "Special Payout".
- Determination of PF Wages for the purpose of contribution: PF contribution shall be payable on the earned PF wages or PF wages as per this letter, whichever is lesser

**Employees State Insurance:**

- Eligibility to ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF & ESI contribution from the monthly Gross Compensation (AGC/12) as per Annexure A of this letter.
- Monthly ESI contribution will be computed on total remuneration paid to an Associate in a particular month which includes any recurring (or) adhoc special payouts during the month.
- ESI shall be continued till end of the contribution period (Apr to Sep & Oct to Mar), if the Associate contributes even for one month in the said contribution period.

\* **Flexible Benefit Plan:** Your compensation has been structured to ensure that you are adequately empowered to apportion components of your salary in a manner that suits you the best. This plan will enable you to

1. Choose from a bouquet of allowance or benefits
2. Redefine your salary structure within prescribed guidelines
3. Optimize your earnings

\*\* **Incentive Indication:** Incentive amount may be higher, lower, or nil as per the terms described herein. The incentive program is discretionary, subject to change, and based on individual and company performance. It is prorated to the duration spent with Cognizant India for the calendar year and will be paid to you only if you are active on Cognizant's payroll on the day of incentive payout.

\*\*\***Advance Statutory Bonus** is in line with the provisions of Payment of Bonus Act, 1965.

**Note:** Any statutory revision of Provident Fund/ESI Contribution or any other similar statutory benefits will result in a change in the Net take home salary and the Annual Gross Compensation will remain the same. Cognizant has made this offer in good faith after expending significant time and resources in the hiring process. We hope you will join us, but appreciate your right to pursue another path. Your formal commitment to joining us forms the basis of further planning and client communication at Cognizant. If you renege on the commitment and decide not to join us after signing the offer letter, Cognizant reserves the right to not consider you for future career opportunities in the company. We look forward to welcoming you to Cognizant.

## **Employment Agreement – Cognizant Technology Solutions India Private Limited**

This Employment Agreement ("Agreement") is made effective as of \_\_\_\_\_ between:

Cognizant Technology Solutions India Private Limited, a company incorporated under the Companies Act, 1956 with its registered office at 5/535, Okkiam Thoraipakkam, Old Mahabalipuram Road, Chennai - 600096, Tamil Nadu, India; (hereinafter referred to as "Company" or "Cognizant" which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

Pooja Prakash Avhad, 22, residing at \_\_\_\_\_ (hereinafter referred to as "you", "your" or "yourself", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

The Company and you are, wherever the context so requires, hereinafter collectively referred to as the "Parties" and individually as "Party".

### **RECITAL:**

WHEREAS, you desire to be employed by the Company and the Company has made an employment offer ("Employment Offer Letter") to you and in pursuance thereof desires to employ you on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the Parties hereto mutually agree to the below mentioned terms and conditions governing your employment with Cognizant:

### **1. Duties and Responsibilities**

- a. You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honour and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.
- b. Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.
- c. You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

### **2. Place of Employment**

You will be employed at any one of Cognizant's offices as per business requirement. The Company reserves the right to transfer you on a temporary or permanent basis to the other office locations, functions or departments within the Company and/or other affiliated entities and assign such other duties as may be deemed fit in the interest of the Company. The Company also reserves the right to require you to work remotely from time to time as per business needs or government mandate.

### **3. No Alternate Employment, No Conflict, Etc.**

During your employment with the Company, you shall not, without the Company's prior written consent, directly or indirectly employ or engage with any other person, business or entity, whether or not for any gain or profit, irrespective of whether it is during or outside your hours of work in the Company. Additionally, you are not allowed to undertake any other gainful employment, engagement, business, assume any public office or private office, honorary or remunerative position, without prior written permission of the Company. During your employment with the Company, you shall not directly or indirectly engage in any conduct in conflict with or averse to the best interests of the Company, as determined by the Company at its sole discretion. In addition, you shall not disclose, divulge or bring on to Cognizant's

systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

#### **4. Confidentiality**

- a. During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties' (with which the Company has any dealings), which information and/or documents are private, business sensitive, confidential and/or proprietary (together, the "Confidential Information"). You are obliged to keep the Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.
- b. Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such breach. The obligations imposed upon you under this clause 5 will survive even after cessation of your employment with the Company.
- c. You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d. You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e. You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, or suppliers or any third parties.
- f. You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.
- g. The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

#### **5. Data Protection**

By signing below,

- a. you hereby provide your consent to Cognizant, its affiliates and their clients for the holding and processing of your personal data for all purposes of the administration and management of your employment and/or the Company's business,
- b. you hereby provide your consent to your personal data including any sensitive personal data or information being collected and the same being transferred, stored and/or processed by Cognizant in India and any other countries where Cognizant, its affiliates and their clients have offices,
- c. you agree that Cognizant and its affiliates may make such data available to its advisors, service providers, other agencies such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and regulatory authorities,
- d. you have the right to amend, modify or alter your personal information. The Company will exercise all reasonable diligence for safeguarding your personal information, as has been disclosed by you. It is clarified that the obligation will not be applicable in case of legally required disclosures, and
- e. you acknowledge and agree that Company may, in the course of its business, be required to disclose personal data relating to you, after the end of your employment to any group/statutory bodies/authorities as required under applicable law/requirements.

#### **6. Work Schedule**

- a. The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be notified to you.
- b. The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in consonance with any applicable laws for the time being in force. Any changes to be made to the above work timings or days shall be made by the Company at its sole discretion and notified to you in advance.
- c. The Company may also require you to work on a shift basis. The shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. The shift timings may change from time to time as per

any Company policy and which will be notified to you in advance.

d. Your office timings shall be monitored by the Company through appropriate systems & processes, as updated from time to time and you shall ensure compliance to the processes and policies at all times.

## **7. Background Check**

Your employment with Cognizant is conditional and subject to satisfactory background and reference check in line with the Company's policy. An independent agency may conduct internal and external background checks, for which you provide your consent. The Company's offer of employment and/or continued employment is subject to satisfactory background verification report.

The Company shall be entitled to withdraw its employment offer if the background verification checks reveal unfavorable results at any time. Similarly, in case if your background verification report is found to be unfavorable or unsuccessful after you joining the Company, then the Company reserves the right to terminate your employment immediately.

## **8. Compliance with Company Policies**

As a condition of employment with the Company and as part of your joining formalities, you are required to comply or execute the following Company agreement and attest your understanding and adherence to following Company policies:

- i. IP Assignment Agreement
- ii. The Code of Business Ethics
- iii. Acceptable Use Policy and Social Media Policy
- iv. Dress Code Policy

Additionally, you will also be governed by other applicable Company rules, processes, procedures and policies as may be drafted, enforced, amended and/or altered from time to time and which are not specifically mentioned in this Agreement. The applicable rules/ processes/ procedures/ policies are available on the Company's intranet and you are expected to go through the same carefully as a condition of your employment. For any clarification in relation to applicable policies, guidelines, processes, please reach out to your HR Talent Manager. It is your responsibility to keep yourself informed of any and all changes made by the Company to such policies from time to time. If at any time during your employment with the Company, you are found in violation of any applicable rules, processes, procedures or policies of the Company, the Company reserves the right to take disciplinary action against you, including termination of your employment without notice period.

## **9. Non-Compete and Non-Solicit Restrictions**

During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of termination of your employment.

## **10. Representations and Warranties**

By signing below,

- a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;
- b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity(ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;

c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and

e. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

## **11. Indemnity**

You agree to indemnify and hold harmless the Company and its affiliates from and against any and all direct or indirect losses or damages, injury or liability for a claim of damage, loss or injury to person or property, suffered or sustained by Company and its affiliates which is attributable to you, resulting from any of your act or omission irrespective of whether it constitutes a breach of the terms of your employment or negligent performance of your duties as expected from you while in employment of the Company.

## **12. Business Engagement, Learning and Development and Project Deployment**

In order to ensure that you are fully equipped to adapt to the demanding needs of our clients, the Company has several policies and processes relating to deployment of employees to projects, Career Architecture program, performance evaluation, learning and development/trainings and avenues of up-skilling. As a condition of your employment with the Company, you are responsible for upskilling yourself to make yourself eligible for appropriate business/client projects, thereby promoting the spirit of meritocracy and career development with the goal of providing world-class services to our clients. Therefore, you shall adhere to and meet the obligations under all such policies and processes, including the Associate Deployment Pool Policy and those that may be changed by the Company from time to time.

## **13. Unauthorized Absence**

If you are absent from work for a continuous period of 3 days or as prescribed by applicable laws, without the prior written consent from your approving authority, it will be construed that you have voluntarily abandoned your employment with the Company. The Company shall be entitled to take appropriate disciplinary action(s) against you as per the Company's Job Abandonment Policy.

## **14. Retirement**

You will automatically retire from employment with the Company on the last day of the month in which you attain the age of fifty-eight (58) years. It is hereby clarified that the Company reserves its right to change the retirement age at its sole discretion.

## **15. Termination of Employment**

a. The Company may terminate your employment at any time with or without assigning any reasons by providing 90 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period. You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from the employment of the Company, the Company may at its sole discretion, allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.

b. Notwithstanding the aforesaid or anything else to the contrary, the Company may, at its sole discretion, suspend, lay off, dismiss, discharge and/or terminate your employment with immediate effect by a notice in writing (without any notice period or salary in lieu of any notice period) in the event of your:

- Misconduct, as provided in Misconduct and Disciplinary Action Policy
- Non-adherence to Associate Deployment Pool Policy
- Violation of Social Media Policy or Conflict of Interest Policy
- Breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to the Company's asset/property or reputation
- Insubordination or failure to comply with the directions given to you by persons so authorized
- Insolvency or conviction for any offence involving moral turpitude
- Breach of any terms or conditions of the Agreement and/or Company's policies or other documents or directions of the Company
- Violation of non-disparagement obligations

- Conduct, which is regarded by the Company as prejudicial to its own interests or to the interests of its client.

## **16. Deputation, Assignment and Transfer**

The Company may second, depute or assign you to work with any of its affiliates or transfer your services to any group company worldwide. On any such secondment, deputation, assignment or transfer of your employment, the Company and/or affiliate may require you to sign the applicable Overseas Deputation / International Employment Agreement(s) of the specific country, based on the policies of the Company.

## **17. Survival**

Clauses 5, 6, 10 and 12 and any other clauses, which by their nature are expected to survive, shall all survive the termination of your employment (for any reason) and shall continue to apply to you even after cessation of your employment with the Company.

## **18. Dispute Resolution and Governing law**

The Parties shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

## **19. General**

This Agreement and your employment is personal to you and you cannot assign, subcontract or transfer your rights or obligations hereunder to any other person or entity. No delay or failure by Company to exercise any of its powers, rights or remedies under this Agreement or otherwise will operate as a waiver of such powers, rights or remedies. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable, the validity of the other remaining provisions of the Agreement shall not be affected. You shall not make any announcement concerning Company, its affiliates and their employees, contractors or clients without Company's prior written consent and you shall not use or disclose the name, trademark, domain name, service mark, logo or any other intellectual property of Company and its affiliates and their employees, contractors or clients.

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto, are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof.

You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

**Cognizant Technology Solutions India Private Limited    Pooja Prakash Avhad**

Sign: \_\_\_\_\_  
Name:

Sign: \_\_\_\_\_  
Name:



**30-Aug-2021**

**Dear Rutika Kathe,**  
B.E., Information Technology  
Sir Visvesvaraya Institute of Technology, Nashik

**Candidate ID – 17785311**

Thank you for exploring career opportunities with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. You have successfully cleared our initial selection process and we are pleased to make you an offer of employment. This offer is based on your profile and performance in the selection process.

You have been selected for the position of **Programmer Analyst Trainee**

During your probation period of 12 months, which includes your training program, you will be entitled to an Annual Total Remuneration (ATR) of INR **401,988/-**. This includes an annual target incentive of INR **22,500/-** as well as Cognizant's contribution of INR **19,500/-** towards benefits such as Medical, Accident and Life Insurance. The incentive amount may vary, depending on Cognizant's performance and your performance. The other details about your compensation are detailed in **Compensation and Benefits**. Your compensation is highly confidential and if the need arises, you may discuss it only with your Manager.

On successful completion of the probation period, clearing the required training assessments and subject to you being part of a delivery project, your Annual Total Remuneration (ATR) would stand revised to INR **Rs. 450,500/-**. This includes an annual target incentive of INR **22,500/-** as well as Cognizant's contribution towards benefits such as Medical, Accident and Life Insurance, as applicable.

Your appointment will be governed by the terms and conditions of employment as presented in **Employment Agreement**. You will also be governed by the other rules, regulations and practices in vogue and those that may change from time to time. Your compensation is highly confidential and if the need arises, you may discuss it only with your Manager.

Please note:

1. This appointment is subject to satisfactory background verification including professional reference checks and you securing a minimum of 60% aggregate (all subjects taken into consideration) with no standing arrears in your Graduation/Post-Graduation.

This offer from Cognizant is valid for 3 months and hence you are expected to accept or decline the offer through the company's online portal within this time-period. In case we do not receive any response from you within this time-period, this Offer shall stand withdrawn and will be considered as void. Any extension to the offer validity will be at the sole discretion of Cognizant

2. Prior to commencing employment with Cognizant you must provide Cognizant with evidence of your right to work in India and other such documents as Cognizant may request.
3. Prior to joining Cognizant, you must successfully complete the prescribed Internship or Continuous Skill Development (CSD) program as detailed below:

At Cognizant, we invest in skill and capability development of our campus selects even before they join us. This is through Cognizant Internship and Continuous Skill Development (CSD) program. These programs focuses primarily on technical skills development. You could enroll in either of these as per your college processes while in the final semester and continue with skill building until you join Cognizant. This forms a critical part of your employment with Cognizant. Your onboarding with Cognizant would be prioritized

based on the successful completion of same. In event of non-completion of the Internship or Continuous Skill Development program, Cognizant may at its sole discretion revoke this offer of employment.

### 3.1 Cognizant Internship:

- a) Cognizant Internship is for approximately 3 to 6 months based on business skilling requirements. The performance during Internship would be monitored through formal evaluations and rewarded with monthly stipend. The stipend details would be notified upon your registration for Internship.
- b) Interns are covered under Cognizant's calendar holidays and need to adhere with attendance requirements and pre-approvals are to be sought towards unavoidable leave or break requests from the program.

### 3.2 Continuous Skill Development (CSD) Program:

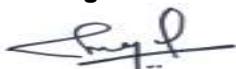
- a) CSD program is offered through a platform based engagement model combined with integrated skill assessment and certifications as the CSD program completion criteria. Upon meeting the completion criteria of the CSD program, enrolled candidates would be eligible for a one-time Cognizant CSD rewards post joining Cognizant. The Cognizant CSD reward details would be provided after your enrollment into the program.
- b) There would be zero tolerance to malpractices and misconduct during Internship and CSD engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship and CSD program terms and conditions from time to time.

### 3.3 GenC Training Post joining:

- a) Cognizant continues to invest in skill building of the entry-level talent and GenC training is a formal on-the-job training offered to trainees based on the business specific skilling needs. The terms and conditions of this training will be governed by Cognizant GenC program guidelines.
- b) The Cognizant Internship or the Continuous Skill Development (CSD) completion may qualify as the entry criteria to the GenC training and is used as basis towards your allocation to projects/roles.

We look forward to you joining us. Should you have any further questions or clarifications, please log into <https://campus2Cognizant.cognizant.com>

Yours sincerely,  
**For Cognizant Technology Solutions India Pvt. Ltd.**



Maya Sreekumar  
**Vice President – Human Resources**

I have read the offer, understood and accept the above mentioned terms and conditions.

**Signature:**

**Date:**

Private & Confidential

Date: 23-02-2022

Shivam Rajesh Ghorpade  
Pune  
India

Dear Shivam,

**Offer of Employment**

We are pleased to offer you employment in the position of "Trainee-ABAP" with Invenio Business Solutions (hereinafter referred to as "Invenio") with the date of joining as 28-02-2022.

**1. Remuneration**

- a) Your annual CTC would be INR 4,00,000 per annum (Four Lakh Rupees). The details of the same are given in the attached Annexure.
- b) Your salary & other benefits, if any, shall be subject to deductions of all Government and local taxes, levies, contributions, etc. as required to be made under the law of land.
- c) All taxes on your income shall be paid by you.

**2. Salary Revision**

- a) Your remuneration will be subject to annual review, or at such times as may be appropriate. Invenio operates a Pay-for-Performance policy and the result of any remuneration review will take your performance into account.
- b) You will appreciate that information relating to your remuneration package is strictly confidential and hence request you maintain this confidentiality.

**3. Place of Work**

- a) Presently, you shall be posted at our office at Pune. However, you are liable to be transferred to any location as decided by the management in the interest of the company.
- b) The management may place/transfer you temporarily/permanently in any unit/department of the company in or out of India as it may consider necessary at its discretion from time to time.
- c) You fully understand and agree that the nature of your employment requires you to frequently travel across various geographies (both domestic & international) in line with the project/organizational requirements

**4. Working Hours**

- a) You are expected to work for 9 hours which includes 1 hour of break. However, due to project requirements, employees may be required to work at different timings which may be prescribed by the manager from time to time.

- b) In all such cases, the actual working hours shall be as prescribed by the manager.
- c) Employee may be required to work in non-business hours, based on business needs.

## **5. Training/Confirmation**

You shall be on training for a period of twelve months, which may be curtailed or extended during or at the expiry of the said training period at the discretion of the management depending upon your quantitative and qualitative performance. During the period of training, the appointment is terminable either by the management by giving one month notice or by payment of salary in lieu thereof or by you giving one month notice. On completion of training period till such time that you are intimated in writing regarding your confirmation, you shall continue to be on training.

## **6. Notice of Termination**

- a) If your actions at any time constitute a serious breach of Invenio's standards of behavior, or if your performance is found to be not satisfactory during the first 8 weeks of the training period, Invenio may end this contract and terminate your employment immediately without any notice period.
- b) You will automatically retire from the services of the company on attaining the retirement age of 60 years.
- c) If you absent yourself without leave or remain absent beyond the period of leave originally granted or subsequently extended, you shall be considered as having voluntarily terminated your employment without giving any notice unless you:
  - i. return to work within five days of the commencement of such absence, and
  - ii. give an explanation to the satisfaction of the management regarding such absence.
- d) Your employment is terminable, without reasons, by either party giving one-month prior written notice during the training period and three months prior written notice on confirmation of employment. Invenio reserves the right to pay or recover salary in lieu of the notice period. If for any reason you resign within one year of employment, ie, during the training period, Invenio has the right to recover the amount paid to you as salaries until then. Further, Invenio may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the management desires the employee to continue the employment during the notice period, the employee shall do so.
- e) Notice Period shall not be considered as active employment and shall not be included while calculating annual/monthly variable components/bonus etc. You shall not submit your resignation when you are engaged on an overseas project. Such notice may not be offset by unused leave.

## **7. Verification**

This appointment is based on the details provided by you in the company application form/employee data form/during the interview/data provided prior to or at the time of joining.

**Background Verification –** Your appointment is conditional upon completion of a satisfactory reference and background checks (education, employment history & other details furnished by you in your application). In case any information given by you is found to be false or incorrect at any point in time of your employment, the appointment would be deemed void-ab-initio and liable for termination without notice or salary in lieu thereof. Please sign the duplicate copy of the appointment letter and return the same as a token of your acceptance of the appointment and all other terms and conditions as stated therein.

Wishing you all the best and welcoming you to our organization for a long-standing and mutually rewarding relationship.

## 8. Conduct & Discipline

- a) You are expected to maintain high standards of conduct and excellence in all your assignments.
- b) You shall discharge your duties and responsibilities faithfully and to the best of your ability and talent.
- c) Your position with the Company is that of full-time permanent employment in which you will be involved exclusively in the business of the Company. During your employment with the Company, you are not permitted to take up any other work or employment for remuneration (part-time or otherwise) or work in an advisory capacity or be interested directly or indirectly in any other trade or business without the written permission of the Company.
- d) You will be governed by the Service Rules and Regulations, administrative orders, other rules/orders of the company now in force, and that may be in force from time to time.
- e) You agree to promptly disclose to the Company all ideas, discoveries, inventions, improvements, software, writings, and developments that may be authored, conceived, developed, or reduced to practice by you either solely or jointly with others during the term of your employment under these circumstances:
  - i. during your working hours, or
  - ii. at the company's expense, or
  - iii. using any of the Company's materials or facilities, or
  - iv. that relates to the business of the Company or to the research or development of the Company (hereinafter "Company Intellectual Property").

## 9. General Rules

In all matters including those not specifically covered by this letter, you will be governed by the Rules and Regulations of the Company:

- a) You will intimate in writing to the HR any change of address within a week from the change of the same, failing which any communication sent on your last recorded address shall be deemed to have served on you.
- b) Upon cessation of your employment, you will return to the Company all its property, assets papers, materials, documents, etc. which may be, at that time, in your possession, relating to the business or affairs of the Company or any of its associates or branches and you will not retain any copies or extracts therefrom.
- c) You will be liable to pay damage to the company for the loss caused by you directly or indirectly in addition to other legal remedies which may be required for violating any of the provision of this appointment letter/agreement etc. and for this the Court of Delhi will have jurisdiction.
- d) In order to remain competitive, our Company undertakes a number of programs or initiatives like Benchmarking, Continuous Improvements, Cost Management, Training & Development, etc. You are required to actively participate and contribute to such programs or initiatives.

## 10. Confidential Information and Non-Disclosure

- a) In the course of your employment with Invenio, you will be handling sensitive information including but not limited to information of key customers of Invenio, competitor information, customer sensitive information ('Confidential Information'). You shall hence confirm that for a period of six (6) months after separation of your employment from Invenio (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a customer or client with whom you have interacted or worked in a professional capacity representing Invenio during the six (6) months preceding the date of separation.
- b) During the period of your employment and thereafter, you will not divulge any trade secrets, company secrets, confidential information, business strategies/plans, to any third party, (other than to the Management of Invenio Business Solutions or their authorized representatives) including your salary, increments and emoluments, any knowledge obtained by you concerning the business of the Company/customers, whether relating to administration, accounting, research, development, production, manufacturing methods, agreements, customers, suppliers, patent matters or other relevant matters. You shall maintain utmost

confidentiality of the Confidential Information which you had gained access to and shall not breach the confidentiality requirements laid down by the Company.

This also covers any and all industrial and intellectual property rights, such as, without limitation, inventions, patent, copyrights, designs, diagrams, drawings, computer software, programs, systems, structures, architectures, etc. belonging to Invenio Business Solutions and/or made or originated during the duration of any customer project and twelve months thereafter and falling within the scope of the customer activity will be the property of the Company/customer.

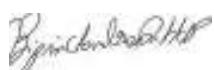
## 11. Validity

Please read this offer of employment carefully before you agree to its terms by signing it. The offer sets forth certain important benefits, terms and conditions related to your employment with Invenio. Please send your acceptance to this offer per return mail by 24-02-2022. The validity of this offer is conditional upon receipt of your acceptance and joining on or before the respective dates mentioned herein.

If we do not receive acceptance and documents mentioned in Annexure I then this letter stands automatically canceled and withdraws.

On the day of your joining, you will be required to return the duplicate copy of the offer letter duly signed for our records.

Yours sincerely  
For Invenio Business Solutions Pvt. Ltd.,



**Bipin Pendyala**  
Chief People Officer

I have carefully read the terms and conditions of my employment and I have understood the same and accept them entirely. I shall join the service on or before the Date of Joining. Details provided in the joining form during or post-interview are accurate to the best of my knowledge.

Signature.....

Date .....

## ANNEXURE

### **Compensation & Benefits**

1. All entitlements given below are applicable after you have joined Invenio. The entitlements are subject to company policies/procedures/guidelines that may be issued/modified from time to time. All perquisites and benefits including reimbursements are subject to Income Tax provisions, which may be applicable, including taxation on perquisite value.
2. These entitlements shall cease upon the termination of your employment with Invenio. These entitlements may also cease if you need to take a long-term personal leave of absence. You will need to check with your local HR team for details.

<b>SALARY COMPUTATION</b>		
<b>Components</b>	<b>Per Annum</b>	<b>Per Month</b>
Basic Salary	1,40,004	11,667
<b>Invenio Benefit Plan</b>		
House Rent Allowance	70,008	5,834
Leave Travel Allowance	60,000	5,000
Supplementary Allowance	96,384	8,032
<b>Total Invenio Benefit Plan</b>	<b>2,26,392</b>	<b>18,866</b>
<b>Total Gross Pay</b>	<b>3,66,396</b>	<b>30,533</b>
<b>Retirals</b>		
Employee PF Contribution	16,800	1,400
Employer PF Contribution	16,800	1,400
<b>Total CTC</b>	<b>3,99,996</b>	<b>33,333</b>

Food Coupon @ 2200/- per month is available on an "option basis". This amount is currently part of Supplementary Allowance.

Statutory Bonus @1800/- per month, is currently part of Supplementary Allowance.

3. The Company, at any time, reserves the right to review and restructure its Compensation Package.

4. Provident Fund/ Employee Pension Scheme

You will be required to subscribe to the Provident Fund scheme as may be applicable to you. The company will contribute 12% of your Basic salary toward this fund/ scheme.

5. Gratuity

Gratuity will be payable in line with the statutory provisions, upon separation from the company, subject to completion of a minimum of five years of continuous employment with Invenio India.

## 6. Medical Insurance

All Employees, their spouse, and two dependent children, as applicable, will be enrolled under the company Group Medical Insurance scheme.

Insurance cover will begin after the insurance company accepts and processes all information provided by the employee after joining. To facilitate early enrolments, employees are required to provide immediately on joining all information necessary for the group insurance policy.

The claims will have to be submitted by the employee directly to the insurance company and will be subject to the policies of the insurance company.

Please note that the company reserves the right to modify the terms and conditions of the medical insurance scheme from time to time.

## 7. Pre-joining Formalities:

As it has been explained to you during the interview stage, we may do a pre-joining background verification, which would cover your educational qualification, and job experience (other than your current job as mentioned in your application). For this purpose, you would be required to provide us with the necessary documentation. Our Background Verification team would contact you in due course to guide you through the pre-joining background verification process.

## 8. Joining Formalities:

You are requested to report at the following address on the stipulated date of joining to complete your joining formalities:

The Senate Business Centre, 1st Floor, Vartak Heritage, 100 Ft Riverside D.P. Road, Off Mhatre Bridge, Vartak Baug, Erandwane, Pune – 411052

Please feel free to contact our Talent Acquisition member for any clarifications or assistance prior to joining.

At the time of your onboarding, you would be required to submit the following:

### 1. Educational Qualification

- a) Graduation – degree certificate and marks cards of all years/semesters
- b) Post-Graduation – degree certificate and marks cards of all years/semesters
- c) SAP Certification if any

### 2. Work Experience

- a) Experience & relieving certificates of your current and your two previous employers
- b) Latest payslip, appointment letter of your current employer, and Form – 16

### 3. Identity & Tax Proof

- a) Copy of PAN Card (Mandatory)
- b) Copy of Aadhar Card
- c) Copy of Passport

### 4. Cancelled cheque of existing HDFC Bank A/C if any

### 5. Copy of the Appointment letter – Invenio (duly signed)

6. In addition, you would be required to submit 2 passport size photographs in color.

**08-09-2021**

## **WELCOME LETTER**

**Dear Swapnali Satish Lahane,**

**Welcome to the iLink family. We are excited to extend you an offer to join us as a Software Engineer - Trainee. We are delighted to have a valuable and competent associate like you as part of the already wonderful team at iLink Multitech Solutions.**

**At iLink, we continuously strive to chart a course for success and take our associates along on this journey. We are confident that you would enjoy the journey and we would fuel each other's success.**

**The terms and conditions of the employment have been covered in the later part of this letter.**

**We look forward to working with you and wish you a very successful career with us.**

**Warm Regards**



**Uday Bhaskarwar**  
**Chief People Officer**

**To:**

**Swapnali Satish Lahane,  
At - Songiri Post, Brahman wade, Sonigiri,  
Nashik - 4220102  
Maharashtra, India**

**Sub: Offer Letter**

Dear **Swapnali Satish Lahane**,

We are delighted to offer you the role of **Software Engineer - Trainee** at iLink Multitech Solutions.

The terms of the offer are given below, which, if you accept, will govern your employment.

**1. Salary**

You will be paid a CTC of **Rs.3,75,000 /- (Rupees Three Lakh(s) Seventy-Five Thousand(s) Only)** per annum. The breakup of the Salary is as mentioned in Annexure 2 of this offer letter.

**2. Work Place**

You will initially work from our office in **Pune**. However, you may be posted to any other place where our office is located or deputed to any of our client's location, during your tenure at iLink.

**3. Duties**

Your duties may vary from time to time depending on the business focus of the Company.

**4. Appraisal**

You will be eligible for salary increase after successfully completing 3 months with iLink. Based on your performance during the initial 3 months, your CTC might be fixed between 3.75 LPA to 4.5 LPA.

You will also be eligible for salary increase up to 5.5 LPA during the subsequent salary revision cycle, the first of which will be the scheduled revision cycle after the completion of the probation period.

**5. Working Hours**

You will be required to work for 5 days a week, minimum 40 hours per week or 9 hours per day depending upon client requirements.

## **6. Probation Period**

You will be on probation for a period of 6 months from the date of joining. Your services will be confirmed after probation provided your performance is found satisfactory during the probation period.

Your employment with **iLink Multitech Solutions** is at-will and either party can terminate the relationship at any time with or without cause and with a notice of 1 month in the first 30 days (look-in period) and a notice of 90 days thereafter.

You are required to join on or before **13-09-2021**.

This offer is valid till **09-09-2021, 5PM. Please email confirmation of acceptance before that date/ time.**

**You should share resignation acceptance from your current organization within 15 days from Offer Letter Acceptance**

The following documents (Original and Photocopy) are required at the time of joining on **13-09-2021**.

- Relieving Letter of last 3 of your previous companies – if experienced
- Last Month Pay Slip of your previous company– if experienced
- Appointment letter of your previous company
- 10th Mark sheet
- 12th Mark Sheet
- UG Mark sheet
- UG Degree Certificate
- PG Mark Sheet ( if any)
- PG Degree Certificate (if any)
- Diploma Certificates (if any)
- Current Address Proof
- Permanent Address Proof
- ID Proof
- Updated Resume
- Pan Card 3 Copies
- 4 Passport Size Photos

### **Annexure: 1**

1. We assume that all the documents you submit will match the information provided in the resume and during the interview process. Any discrepancies might lead to the termination of employment.
2. Relieving letter from your previous company is required for you to join iLink. If relieving letter will be delayed from your previous organization, please submit your resignation acceptance letter. If you are submitting a printout of the mail copy of your Relieving letter/resignation acceptance, please ensure that it is attested by your previous company HR with signature and the company seal.
3. Please read your iLink appointment letter thoroughly and submit the hard copy of the company's original acceptance letter with your signature to HR before you are enrolled into the rolls of the company.

## **Annexure: 2**

<b>CTC STRUCTURE</b>		
	<b>Monthly Salary</b>	<b>Annual Salary</b>
	In Rupees	In Rupees
Basic	11,000.00	1,32,000.00
HRA	5,500.00	66,000.00
Conveyance Allowance	1,600.00	19,200.00
Medical Allowance	1,250.00	15,000.00
Food Allowance	3,000.00	36,000.00
Leave Travel Allowance	3,166.67	38,000.00
Special Allowance	2,692.33	32,308.00
<b>Total</b>	<b>28,209.00</b>	<b>3,38,508.00</b>
<b>Non-Cash Benefits</b>		
Company's contribution to P.F. (including Administrative Charges)	1,950.00	23,400.00
Medical Insurance	563.00	6,756.00
Gratuity	528.00	6,336.00
<b>Total CTC</b>	<b>31,250</b>	<b>3,75,000</b>

For further clarification, please feel free to contact us.

Yours truly,  
For iLink Multitech Solutions



Uday Bhaskarwar  
Chief People Officer

## **ACCEPTANCE OF OFFER**

I hereby declare that I accept this Offer Letter

Candidate's Signature

Candidate ID: 4825572 /915403,

Date of Joining: 08/14/2021,

Joining Location: Pune,

Designation: Analyst,

**Dear Tushar Babulal Dhamani,**

To ensure that you experience a smooth onboarding, we would like to help you with a brief agenda for your day one at Capgemini.

1.	Welcome Address
2.	Verification of master data sheet, which contains your detailed information.
3.	Verification of joining documents*
4.	Receipt of employee handbook and visitor-cum-bus pass
5.	Submission of signed documents
6.	Receipt of hard copy of offer letter
7.	ID cum access card formalities
8.	Bank account opening formalities
9.	Meeting the buddy

Please report by 8:30 am at Pune office, for joining formalities as per the address mentioned below:

Address

Ground to 14th Floor of Development Block 1, Plot No 14,  
Rajiv Gandhi Infotech Park, Phase III, Hinjewadi, Pune, Maharashtra - 411057

Please carry a complete set of original and photocopied documents (2 sets) as specified below.

1. Hard copy / email copy of Capgemini offer letter shared with you

Employment Documents:

**Current Employment( Immediate Previous)**

- a) Relieving letter /Experience Certificate( if both these documents are not there, Resignation Acceptance Resignation acceptance mail is mandatory/Automated Copy of email resignation/Approved mail resignation (mentioning of last working day from the HR is mandatory)
2. b) Payslips for last 3 months
- c) Form 16
- d) Salary Account 6 months Bank Statement
- e) Letter of appointment/Offer letter from employer which captures start date

**Previous Employment**

Service/Relieving Certificate all employments- Mentioning date of joining ,designation and last working day

**Education Documents**

- a) 10 Marksheets and certificate.
- b) 12th marksheets and Certificate.
3. c) Graduation Marksheets and certificate/Diploma certificate.
- d) Post-Graduation Marksheets and degree certificate(If applicable)
- e) Any other relevant certificate

**Proof of identity/ Address**

- a) PAN Card
  - b) AADHAR Card
  - c) Passport
- In case any of the proof of Identity/Address mentioned above not available then any TWO of the below proofs
4. i) Voters Id
  - ii) Driving License
  - iii) Ration card
  - iv) Electricity Bills
  - v) Gas card
  - vi) Notarized Self Affidavit

5. Passport size photographs(6 nos)

6. **Self Employed/CO-owner/Freelancing/ Partnership employment(s)(if applicable)**

- a) Form 16/Form 26AS
- b) Bank statement for 6 months
- c) Shop License

7. Cancelled Cheque of Saving Bank Account having IFSC Code details - Mandatory

8. Details of your Provident Fund, Employees' Pension Scheme and Universal Account Number, if earlier member PF/EPS scheme Mandatory.

Please note that Capgemini may ask you to submit additional documents as and when required, especially with respect to the Background verification process.

**In the absence of the above listed documents your onboarding may be delayed or deferred.**

Kindly note:

- Capgemini has a dress code policy and you need to always dress in formal attire.
- If you are driving to office on the first day, please ensure you are there by 8:15AM, and contact security at the main gate for your entry pass.

Best Regards,  
Team HR

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## EMPLOYMENT OFFER LETTER

Capgemini Ref: 4825572 /915403,

08/13/2021,

Tushar Babulal Dhamani  
BHAGAVANT PARK.,  
DHULE ,Maharashtra,  
India

Confidential

Dear Tushar Babulal Dhamani,

Pursuant to our discussions, we are pleased to offer you employment opportunity, on probation basis, with **Capgemini Technology Services India Limited ('Capgemini' or 'Company')** starting from **08/14/2021** (or such other date as may be communicated to you by the Company), as per details given below.

- A) Your current designation will be **Analyst/A4**
- B) You will be required to work at the Company's offices in location **Pune**
- C) On joining you will be under probation for 6(six) months from the date of joining. During this period your all-inclusive Annual target compensation (on a cost to company basis) will be **INR 300,002.00 (Rupees Three Lakh and Two only)**. Please refer **Annexure-A** for details. Subsequent to your successful completion of training and probation after six months from your date of joining, your all-inclusive annual target compensation (on a cost to company basis) will be revised to **INR 380,006.00 (Rupees Three Lakhs Eighty Thousand and Six only)**. Please refer **Annexure -B** for details.

Your compensation shall be paid on a monthly basis, in arrears. The company shall deduct tax at source at the time of making payment.

The breakup of your all-inclusive annual target compensation is as follows:

## Annexure - A

**Tushar Babulal Dhamani**

**Analyst**

Total Cost to Company (CTC). **Rs.300,002.00**

<b>Monthly Components</b>	<b>Per Month</b>	<b>Annualized</b>
Basic	Rs 15,000.00	Rs 180,000.00
House Rent Allowance	Rs. 3,679.00	Rs 44,148.00
Other Allowances and Reimbursements – 1 #	Rs. 0	Rs.0
Other Allowances and Reimbursements – 2 +	Rs. 0	Rs. 0
Advance Statutory Bonus	Rs. 3,149.00	Rs. 37,788.00
<b>Gross monthly salary</b>	<b>Rs.21,828.00</b>	<b>Rs. 261,936.00</b>
<b>Statutory payments ++</b>		
Capgemini's contribution to PF ++	Rs.1,800.00	Rs.21,600.00
Gratuity (accrual only)		Rs.8,664.00
<b>Total Fixed Compensation</b>		<b>Rs.292,200.00</b>
<b>Total Cash Compensation</b>		<b>Rs.292,200.00</b>
<b>Benefits</b>		
Medical, Accident & Life Insurance Premium		Rs. 7,802.00
Capgemini contribution to ESI		Rs.0.00

Total Cost to Company		Rs. 300,002.00
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### Annexure - B

Tushar Babulal Dhamani

Analyst

Total Cost to Company (CTC).

Rs.380,006.00

Monthly Components	Per Month	Annualized
Basic	Rs.15,000.00	Rs.1,80,000.00
House Rent Allowance	Rs.9,000.00	Rs108,000.00
Other Allowance and Reimbursement - 1	Rs.1,199.00	Rs.14,388.00
Other Allowance and Reimbursement - 2	Rs.147.00	Rs.1,764.00
Advanced Statutory Bonus	Rs.3,149.00	Rs.37,788.00
<b>Gross monthly salary</b>	<b>Rs.28,495.00</b>	<b>Rs.341,940.00</b>
<b>Statutory payments ++</b>		
Capgemini's contribution to PF ++	Rs.1,800.00	Rs.21,600.00
Gratuity (accrual only)	Rs.722.00	Rs.8,664.00
<b>Total Fixed Compensation</b>	<b>Rs.31,017.00</b>	<b>Rs.372,204.00</b>
<b>Total Cash Compensation</b>	<b>Rs.31,017.00</b>	<b>Rs.372,204.00</b>
<b>Benefits</b>		
Medical, Accident & Life Insurance Premium		Rs.7,802.00
Capgemini contribution to ESI		Rs.0.00

Total Cost to Company	Rs.380,006.00
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# You need to choose any of the following optional instruments that are a part of the Other Allowance & Reimbursements – 1 to avail tax benefits. Balance amount that is not claimed will be paid as taxable component on monthly basis after withholding taxes.

Other Allowance & Reimbursements - 1	Annualized
Remote Working Allowance	19800.00
Books and Journals	24000.00
Professional Pursuit	180000.00
Conveyance Allowance	63,600.00

+ You may choose any of the following optional instruments that are a part of the Other Allowances and Reimbursements – 2 to avail tax benefits. Balance amount that is not claimed will be paid as taxable personal allowance on monthly basis after withholding taxes.

Other Allowance & Reimbursements - 2	Annualized
Leave Travel Assistance	60,000.00
Meal Card	26,400.00
Vehicle & Driver Reimbursement	21,600.00

#### Notes:

1. The payroll processing will be as per Company policy notified from time to time.
2. Employees should decide on the Other Allowances and Reimbursements (OAAR) at the time of joining; any changes will be accepted as per Company policy applicable from time to time.
3. For claiming tax benefit in case of admissible allowances and reimbursements (eg. LTA, telephone etc), you will have to submit supporting (bills) to the Company's satisfaction along with the reimbursement claim form in the prescribed format and within the timeline stipulated by the Company. The reimbursements will be processed as per the applicable Company's policies, which are subject to change without notice. The payments described above will not be further grossed up for taxes and you will be responsible for the payment of all taxes due with respect to such payments, which will be deducted at source as per the applicable law. In case of any under-withholding, you shall be responsible to pay the necessary tax and any interest/penalty thereon.

- 4. In cases where Permanent Account Number (PAN) is not produced, highest tax rates will apply to all amounts on which tax is deductible at source under the applicable tax law.
- 5. The Company reserves the right to change the compensation structure and/or the compensation components from time to time.
- ++ These statutory payments are included based on current applicable practice and law and are subject to changes based on changes in law from time to time. Also, please further note, that any changes / modification to statutory payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However, Company shall endeavor to inform you, via separate email communication, about any changes/ modification to statutory payment.
- \* Employee's contribution towards PF will be made from the monthly salary as defined by Law. The Benefits (Accidental, Medical as applicable) amount has been arrived at by considering the maximum eligibility under each of the component
- # All components under Other Allowance and Reimbursement – 1 will be paid along with monthly salary. Tax benefit as per proof submission will be passed into tax liability calculation basis bills submission.
- + This is the maximum limit you are eligible for. You may choose any of the optional components under 'Other Allowance & Reimbursements - 2' Nontaxable components (except Meal Card) would be paid based on a voluntary claim by employee through payroll. Taxable component would be paid on a monthly basis. All payments will be based on Company's policies.

D.) The following elements are included in the compensation package stated above:

1. Provident Fund- You will be covered under the Capgemini Technology Services India Limited Employees' Provident Fund (PF) scheme wherein, the Company will contribute towards PF at the statutory rate as may be defined by the government from time to time. Your contribution and the Company's contribution have been included as a part of the above-mentioned compensation.
2. Gratuity- Upon cessation of employment after completion of continuous service of at least five (5) years with the Company, you will be eligible for gratuity as per the Payment of Gratuity Act. The amount towards gratuity accrual forms a part of the above-mentioned compensation.
3. ESIC- In the event you are eligible, you will be covered under the Employees' State Insurance Act wherein, the Company will contribute towards ESIC at the statutory rate. Your contribution and the Company's contribution form a part of the above-mentioned compensation.

NOTE:

- a.) All statutory payments are demonstrated based on current applicable practice and law and may be subject to changes based on changes in law from time to time. Further, any changes/modification to statutory payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However, Company shall endeavor to inform you, via separate communication, about any changes/modification to statutory payment.

E.) As an employee of the Company, you shall be entitled to the following benefits subject to any change made by the Company from time to time:

1. Group Medical Insurance- In accordance with the Company's policy, you and your immediate family (as defined in the Company's policy) shall be covered under the Medical Insurance policy held by the Company. Additionally, if you are required to travel abroad, you may be covered under the Company's Overseas Medical Insurance Policy.
2. Group Personal Accident Insurance- You shall be covered under the Personal Accident Insurance Policy held by the Company.
3. Group Term Life Insurance- You shall also be covered under the Group Term Life Insurance Policy held by the Company.
4. Transport Facility- Bus transport facility may be available, by paying nominal charges as per Company's policy, on various routes at different Company locations. If you opt for the facility, the applicable charges will be deducted from your salary in the monthly payroll.
5. Annual Leave/Public Holidays- You will be eligible for annual leaves and public holidays as determined by the Company's Leave Policy which is subject to change from time to time.

If you become indebted to the Company for any reason, the Company may, if it so elects, set off any sum due to the Company from you against the compensation payable to you and collect any remaining balance from you.

F.) Probationary Period:

1. You will be on probation for a period of six months from your date of joining the Company and continuity of your employment with the Company is dependent on confirmation of your employment. The Company reserves the right to revise the probation period depending on your performance and/or other consideration.
2. At any time during your probation period the Company may confirm your employment by way of a written communication, if your performance is found to be satisfactory. Your probation shall be deemed extended, for a period not exceeding 30 days, in a situation where you do not receive the aforesaid written communication from the Company.

G.) Performance Review: You will be eligible to participate in Company's performance review process as per Company policy.

H.) Conditions of hire:

1. Your employment with the Company will be subject to the following pre-conditions:
  - a. You will submit relevant documents as mandated by the Company;
  - b. You obtain requisite certification or complete mandated assessments which are basis for offering you employment opportunity with the Company;
  - c. You obtain a clear discharge and/or relieving letter from your most recent employer (prior to joining the Company). Nevertheless you must submit a clear discharge and/or relieving letter within fifteen (15) days of joining the Company;

- d. You represent that acceptance of employment with the Company does not breach any terms/provisions of your previous employment agreement or any other agreement to which you are bound.
- e. You acknowledge that the Company has offered you employment based on the fact that there are no pending claims, actions, suits or proceedings against you which might reasonably be expected to have an adverse effect on your ability to perform your duties hereunder and/or upon the Company.
- f. You provide two satisfactory references, one being from your most recent employer (prior to joining Capgemini);
- g. Your background verification check (including address, academics, employment, criminal etc as applicable) conducted by the Company is cleared; and
- h. You represent that you have not been involved in any fraud, unethical and/or immoral acts, departmental inquiry in your previous employment(s) and/or been part of any pending investigation (whether judicial, quasi-judicial or otherwise) which you have not disclosed from the Company prior to your joining.
- i. Your employment shall be subjected to the below-mentioned additional terms and conditions.
  - a. You should clear the final degree examination and submit your degree marks sheet and/or certificate, as a proof of passing. In the event you fail to clear the final examination in the first attempt or fail to submit the proof of the same by 30-October-2021, our Offer shall stand automatically revoked or otherwise your employment with the Company shall cease immediately without any further obligation or liability upon the Company.
  - b. You will be required to clear the mandatory Entry Level Certification Training Test of the Company in the first attempt. The details of the mandatory certification and the test will be communicated to you upon your joining the Company. If you do not successfully clear such test, your employment with the Company shall cease immediately without any further obligation or liability upon the Company.

c. As a condition of your employment with the Company, you will be required to undergo certain specialized training, certification and/or skill up gradation, at the cost, resource and expense of the Company. In consideration thereof, you shall be required to sign a training agreement or service agreement with the Company, and inter alia provide a commitment to work for the Company for 24 months, failing which there would be certain monetary liabilities that you would need to bear. Prior to acceptance of our Offer, you may request HR Department for more details in this respect including draft of such an agreement, for your review.

You fill the complete Back ground verification link given along with the welcome mail of the offer.

- j. You have achieved minimum 60% aggregate in all semesters of your graduation.
- k. You submit the following mandatory documents before the date of joining..
  - 1. Highest Degree/Provisional Certificate and Final year Mark sheet.
  - 2. In case you do not have the Education documents on the Day of joining, you should submit the same to the HR not later than 3 months from Date of Joining.
- l. You will join our Fresher training and for successful completion of training you will be evaluated upon defined parameters and will be required to score a minimum percentage. Details pertaining to fresher training will be provided to you separately at the time of on-boarding.
- 2. Your employment is inter alia based on the information furnished by you to the Company including declarations and undertakings thereto. If at any time during your employment with the Company, the Company discovers that you have furnished any false, fake, forged information (including documentation) for securing employment with the Company or otherwise, the Company reserves the right to take disciplinary action against you, including, but not limited to, right to terminate your employment without notice and your employment with the Company will be void ab-initio.

I.) Your employment with the Company will also be governed by the terms and conditions of employment contained in **Exhibit 1** attached hereto.

J.) The Company's address for sending notice in relation to your employment is as below:

Kind Attn: Head - Human Resources

Address: Capgemini Technology Services India Limited,  
Capgemini Knowledge Park, IT 3 IT 4, SEZ, Thane-Belapur Rd, TTC Industrial Area, Airoli, Navi Mumbai, Maharashtra 400708

Email: [hremployeeservices.in@capgemini.com](mailto:hremployeeservices.in@capgemini.com)

You are required to treat this letter and its contents as strictly confidential and should not disclose the same to any person or entity (except to your advisors, attorneys and accountants, for seeking their advice) without our prior written consent.

At Capgemini, one of our goals is to afford all our people the opportunity to pursue their careers, to achieve their personal best, and to balance their personal and professional goals. Capgemini values your abilities and believes it can provide you with an atmosphere in which you can develop your professional talents to the fullest.

As a token of your acceptance of our offer of employment with the Company, please sign in the space provided below and return a duplication version of this letter immediately to us within fifteen (15) days from the date of this letter. Our offer shall automatically lapse unless (i) you confirm your acceptance of it and return a copy to us within the prescribed time and (ii) you join us on or before your date of joining stated in this Employment Offer Letter.

For Capgemini Technology Services India Limited



Anilkumar Singh  
Head - Talent Acquisition & Resourcing

## Acceptance

I have read and understood the contents of this Employment Offer Letter and Exhibits hereto (hereinafter 'Letter') and accept all the terms and conditions of this Letter in its totality. I confirm that there are no other oral/written understandings other than as detailed herein between me and Capgemini Technology Services India Limited.

This Letter supersedes all previous agreements (written or oral) between the parties in relation to the subject-matter. I confirm that I am not breaching any terms or provisions of any prior agreement or arrangement by accepting this offer.

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Name: Tushar Babulal Dhamani

Date: 08/13/2021

## EXHIBIT 1

### Terms & Conditions of Employment with Capgemini Technology Services India Limited

#### 1. CURRENT WORK LOCATION:

1.1 Capgemini Technology Services India Limited ("**Capgemini**" or "**Company**") may require you to work at other Company locations and/or on customers' sites both, within or outside India. The Company shall seek to give you reasonable notice of extensive travel requirements, and to take into account your personal circumstances where appropriate.

1.2 Depending upon exigencies of business you may be transferred/deputed, at Company's sole discretion, within India or outside by the Company in any capacity as the Company may desire from time to time, from:

- a) one location to another; or
- b) one team/department/account/function/Business Unit to another; or
- c) one project/job to another; or
- d) the Company to any other group entity or affiliate or any other business associate as the Company may deem

- d) the Company to any other group entity or affiliate or any other business associate as the Company may deem appropriate from time to time.

1.3 Such transfer/deputation/assignment/relocation shall not entitle you to ask for revision in your salary or any terms or conditions of your service. The Company does not guarantee the continuation of any benefits or perquisite at the new location. In all such cases of transfer/deputation/assignment/relocation you will be governed by the relocation policies and policies of the Company existing at that time. Consequent to such transfer/deputation/assignment/relocation, you will be governed by the terms and conditions of service as applicable to your category of employees in the new location (which includes but is not limited to office days/hours and holidays).

## **2. DUTIES AND RESPONSIBILITIES:**

2.1 You shall devote your skill, knowledge and working time to the conscientious performance of your duties and responsibilities towards the Company. You shall perform your duties with diligence, devotion and discretion. You shall comply with all directions given to you by your reporting manager/supervisor and shall faithfully observe all the rules, regulations and Company policies. Further, the Company may, at any time, in its sole discretion, suitably modify your roles, responsibilities and duties.

## **3. COMPENSATION:**

3.1 Your all-inclusive annual target compensation and corresponding details are provided in the Employment offer letter.

## **4. TRAINING:**

4.1 During the term of your employment, the Company may offer you an opportunity to undergo certain specialized training, certification and/or skill upgradation from time to time, which shall inter alia enhance your career opportunities at the Company and otherwise. In case you accept the Company's offer for training, the Company is likely to incur expenses including in relation to training costs, course fees, recruitment and induction costs, salary and benefits during training period, opportunity loss, etc. Depending on the nature of training/certification and corresponding cost and expenses, the Company may require you to execute training agreement with the Company for a specific period (which will be indicated to you at that time) in consideration of the cost the Company would be incurring for such training/certification. Under such training agreement, you shall agree to inter alia serve a minimum term of employment with the Company, failing which you will be required to reimburse the Company for the cost of training/certification identified in the training agreement and any other costs related to the training/certification.

## **5. COVENANTS AND REPRESENTATIONS:**

5.1 You also agree that during the term of your employment with the Company and for twelve (12) months after the cessation of employment, regardless of the reason of cessation of employment, you will not:

- a.) directly or indirectly, on your own behalf or on behalf of or in conjunction with any person or legal entity, recruit, hire, solicit, or induce, or attempt to recruit, hire, solicit, or induce, any employee of the Company with whom you had dealings, personal contact or supervised while performing your duties or otherwise, to terminate their employment relationship with the Company;
- b.) directly or indirectly, solicit or attempt to solicit business, customers or suppliers of the Company or of its affiliates;

- c.) directly or indirectly, solicit or attempt to solicit or undertake employment with any client of the Company or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company; and
- d.) provide or attempt to provide professional services similar to those provided by the Company to its current or prospective customers, with whom you (i) had business interactions or any other dealings on behalf of the Company during your employment with the Company and/or (ii) had been directly associated with the customer in relation to a project.

5.2 You and the Company acknowledge and agree that the duration and scope of the Covenants contained herein are fair and reasonable. Accordingly, you and the Company agree that, in the event that any of the covenants contained herein are nevertheless determined by a judicial or quasi judicial body to be unenforceable because of the duration or scope thereof, the judicial or quasi judicial body making such determination may reduce such duration and/or scope to the extent necessary to enable such judicial or quasi judicial body to determine that such covenant is reasonable and enforceable, and to enforce such covenant as so amended

5.3 You will also be governed by all applicable rules, processes, procedures, and policies (including but not limited to Information Security Management System (ISMS) policies and procedures, Code of Business Ethics of the Company, which are not specifically mentioned in this Letter. The applicable rules/processes/procedures/policies are available on the Company's Intranet and you are expected to go through the same carefully. For any clarification in relation to applicable rules/processes/procedures/policies, please get in touch with concerned department. If at anytime during your employment with the Company, you are found in violation of any applicable rules, processes, procedures, or policies of the Company, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

5.4 Capgemini prides itself as a company with the highest order of ethical conduct in its dealings with employees, customers, service provider, agents, governments or any other third party. It is important that you fully understand this philosophy and the relevant policies. If at anytime during your employment with the Company, you are found to be in violation of such policy and/or generally accepted ethical/moral standards, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

5.5 You declare that you are medically fit to carry out the duties expected of you by the Company. You represent that you have no communicable disease and you are not addicted to drugs or any other substance of abuse. During the term of your employment with the Company, you are required to be medically fit to perform the duties assigned to you from time to time. As to whether you are medically fit, is an issue which will be professionally determined by the Company and you shall be bound by such determination. The Company may require you to undergo periodical medical examination as and when intimated to you by the Company.

5.6 You represent that you are not in breach of any contract with any third party or restricted in any way in your ability to undertake or perform your duties towards the Company. You covenant that you will be fully responsible for any personal liabilities that may arise as the result of an agreement or arrangement between you and any third party and that the Company will in no way be concerned with such liabilities.

5.7 You will at all times maintain your ability to be employable and in the event of any change in your personal circumstances resulting in possible alteration to the employability status, you will keep the Company informed in writing about such change.

5.8 During your employment with the Company, to meet the exigencies of business, the Company may require you to (i) work on any project that you are assigned to, on any technical platforms/skills and nature of the project or (ii) work night hours or (iii) work in shifts (including night shifts).

5.9 Regardless of any secondment to any of the Company's affiliated entity/business associate/joint venture or where you may be required to work overseas for any such entity for an extensive period, you shall at all times remain an employee of the Company exclusively and shall not be entitled to any such foreign salary or benefits (including medical insurance, green card sponsorship, etc.) payable or applicable to employees of such other Capgemini entities other than the salary and benefits specified in the Employment Letter and/or the salary and benefits that may be determined by Capgemini and communicated to you in writing.

5.10 Unless specifically authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company. You shall also not enter into any commitments or dealings on behalf of the Company for which you have no express authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company.

5.11 During the period of employment, you agree not to draw, accept or endorse any cheque or bill on behalf of the Company or, in any way, pledge the Company's credit except so far as you may have been authorized by the Company to do so, either generally or in any particular case.

5.12 During the term of your employment, you shall not communicate with the media or with journalists in relation to the Company or its affairs, without obtaining a specific prior written permission from the Company.

5.13 You acknowledge and provide your consent vide Consent Letter for use of personal information including Sensitive Personal Data or Information ("SPDI") to the Company (a) to share your sensitive personal data or information about you and/or your dependents (wherever applicable) provided to the Company with third parties for purposes deemed appropriate by the Company from time to time; (b) to share information about you with affiliates of the Company for administrative purposes/audit and with clients/prospects in relation to any staff augmentation requirements; (c) to treat any personal data to which you have access in the course of your employment strictly in accordance with Company policies and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you. You further acknowledge and consent for use of your personal images and voices in marketing material, videos, etc; and confirm that you have read and understood the Company's Privacy Policy in relation to the collection, processing, use, storage and transfer of SPDI and you agree to the terms thereof.

5.14 You agree to comply with all laws, ordinances, regulations applicable in relation to your employment with the Company including but not limited to the anti-corruption laws, anti bribery laws such as Prevention of Corruption Act, 1988 of India, the Foreign Corrupt Practices Act, 1977 of the United States and the Bribery Act 2010 of the United Kingdom and/or data privacy laws. Without limiting the generality of the foregoing, you represent and covenant that you have not, and shall not, at any time, during your employment with the Company, pay, give, or offer or promise to pay or give, any money or any other thing of value, directly or indirectly, to, or for the benefit of: (i) any public servant, government official, political party or candidate for political office; or (ii) any other person, firm, corporation or other entity, with knowledge that some, or all of that money, or other thing of value will be paid, given, offered or promised to a public servant, government official, political party or candidate for political office, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with the Company's business.

5.15 You hereby represent to the Company that:

- a.) you are legally permitted to reside and be employed in India;
- b.) you have reviewed these terms and conditions and that you understand the terms, purposes and effects of the same;
- c.) you have accepted these terms and conditions only after having had the opportunity to seek clarifications;
- d.) you have not been subjected to duress or undue influence of any kind to accept these terms and conditions and these terms and conditions will not impose an undue hardship upon you;
- e.) you have accepted these terms and conditions of your own free will and without relying upon any statements made by the Company or any of its representatives, agents or employees; and

f.) you have all requisite power and authority, and do not require the consent of any third party to accept our offer.

## 6. CONFIDENTIALITY:

6.1 This is a highly Confidential and Private document. You are required to maintain, at all times, the confidentiality and ensure that the contents or details of this Letter are not shared with anyone.

6.2 You are aware that in the course of your employment with the Company, you shall have access to Confidential Information. "Confidential Information" shall mean and include, but not limited to, proprietary, confidential, sensitive, personal information about inventions, products, designs, methods, know-how, techniques, trade secrets, systems, processes, strategies, software programs, content, data, techniques, plans, designs, programs, customer information, works of authorship, intellectual property rights, customer lists, employee lists and any other personally identifiable information about any employee of the Company or its affiliate or personally identifiable information of its customers or clients of its customers, user lists, vendor lists, content provider lists, supplier lists, pricing information, projects, budgets, plans, projections, forecasts, financial information and proposals, intellectual property, terms of this Letter and any other information which due to the nature or character of such information, any prudent person might reasonably under similar circumstances treat such as confidential or would expect the Company to regard such information as Confidential, all regardless as to whether such information is in written form or electronic form or disclosed orally before or after the date hereof.

6.3 You agree that you may receive in strict confidence all Confidential Information of the Company, its affiliates or its clients or prospective clients of the Company or its affiliates. You further agree to maintain and to assist the Company in maintaining the confidentiality of all such Confidential Information, and to prevent it from any unauthorized use.

6.4 You agree and confirm that, you will, at all times:

- a) maintain in confidence all such Confidential Information and will not use such Confidential Information other than as necessary to carry out the purpose for which it was shared with you;
- b) not disclose, divulge, display, publish, or disseminate any such Confidential Information to any person except with the Company's prior written consent;
- c) treat all such Confidential Information with the same degree of care that you accord to your own confidential information, but in no case less than reasonable care;
- d) prevent the unauthorized use, dissemination or publication of such Confidential Information;
- e) not copy or reproduce any such Confidential Information except as is reasonably necessary for the purpose for which it was shared with you;
- f) not share such Confidential Information with any third party (specifically those person who are in the same field of activities as that of the Company or are in direct or indirect competition to the Company);
- g) not use such Confidential Information in any way so as to procure any commercial advantage for yourself or for any third party or in a manner that is directly or indirectly detrimental to the Company;

- h) neither obtain nor claim any ownership interest in any knowledge or information obtained from such Confidential Information; and
- i) not use or attempt to use any such Confidential Information in any manner that may harm or cause loss or may be reasonably expected to harm or cause loss, whether directly or indirectly, to the Company, its affiliates or its customers.

6.5 All such Confidential Information shall remain the sole and exclusive property of the Company, and no license, interest or rights (including, without limitation, any intellectual property rights) to such Confidential Information, or any copy, portion or embodiment thereof, is granted or implied to be granted. Nothing in this Letter shall limit in any way the Company's right to develop, use, license, create derivative works of, or otherwise exploit its own Confidential Information.

6.6 You shall be under no obligation of maintaining confidentiality of such Confidential Information as per provisions of this clause if the information:

- a) was in your possession before receiving the same from the Company pursuant to this Letter;
- b) is or becomes a matter of public knowledge through no fault of yours; or
- c) is rightfully received by you from a third party without a duty of confidentiality.

6.7 If you are served with a court or governmental order requiring disclosure of any part of such Confidential Information, you shall, unless prohibited by law, promptly notify the Company before any disclosure and cooperate fully (reasonable expense to be borne by the Company) with Company and its legal counsel in opposing, seeking a protective order or limit, or appealing any such subpoena, legal process, request or order to the extent deemed appropriate by the Company.

6.8 Upon cessation of your employment with the Company or on a written request of the Company, whichever is earlier, you shall return or destroy (at the Company's option) any part of such Confidential Information that consists of original, and copies of, source material provided to you and still in your possession and, if requested by the Company, shall provide written confirmation to the Company to that effect.

6.9 You shall not, whether during your employment and/or after cessation of your employment, for whatever reason, use, disclose, divulge, publish or distribute to any person or entity, otherwise than as necessary for the proper performance of your duties and responsibilities under this Letter, or as required by law, any confidential information, messages, data or trade secrets acquired by you in the course of your employment with the Company.

6.10 If you are found to be in breach of this clause, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

6.11 You shall maintain the confidentiality of all price sensitive information and shall handle all such information on a strict 'need to know' basis i.e. disclose only to those within the Company who need the information to discharge their duty. You shall not pass on such information to any person directly or indirectly by way of making a recommendation for the purchase or sale of securities. Further, during your employment, you shall be subject to applicable trading restrictions e.g. when the trading window is closed, you shall not trade in the Company or any of its affiliates' securities during such period.

## 7. INTELLECTUAL PROPERTY:

7.1 "Intellectual Property Rights" shall mean all industrial and intellectual property rights (including both economic and moral rights),

including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, databases, algorithms, manuscripts, computer programs and other software, know-how, trade secrets, proprietary processes and formulae, inventions, trade dress, logos, design and all documentation and media constituting, describing or relating to the above.

7.2 You represent that all services performed by you for the Company shall be your original work and shall not incorporate any third party materials or work in which you or any third party asserts an ownership interest or Intellectual Property Right. Provided that in the event the Company is held liable or is faced with a claim for your violation of any Intellectual Property Rights belonging to a third party, you undertake to indemnify the Company (and/or any of its affiliates, as the case may be) against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court fees resulting there from.

7.3 If at any time during your employment with the Company, you (either alone or with others) whether or not during normal business hours or arising in the scope of your duties of employment make, conceive, create, discover, invent or reduce to practice any invention, modification, discovery, design, development, improvement, process, software program, work of authorship, documentation, formula, data, technique, know-how, trade secret or any Intellectual Property Right whatsoever (including all work in progress) or any interest therein (whether or not patentable or registrable under copyright, trademark or similar statutes or subject to analogous protection) (collectively '**Developments**') that:

- a) relates to the business of the Company (or its affiliate), or to its customers or suppliers, or to any of the products or services being developed, manufactured, sold or provided by the Company (or any of its affiliate) or which may be used in relation therewith;
- b) results from tasks assigned to you by the Company; or
- c) results from the use of premises or personal property (whether tangible or intangible) loaned, eased or contracted for by the Company or its affiliate,

such Developments (including all work in progress) and the benefits thereof shall immediately become the sole and absolute property of the Company, as works made for hire or otherwise, and you shall immediately disclose to the Company, without cost or delay and without communicating to others the same, each such Development and all available information relating thereto (with all necessary plans and models).

7.4 You hereby irrevocably, absolutely and perpetually assign any and all rights (including any Intellectual Property Rights) you may have or acquire in the Developments and all benefits and/or rights resulting there from to the Company and its assigns without additional compensation on worldwide basis. You acknowledge that the salary and other payments receivable by you from the Company is adequate compensation for such assignment. You hereby waive and quitclaim to the Company any and all claims of any nature whatsoever that you may now have or may hereafter have in and to the Developments (including all work in progress).

7.5 All such assignment of rights shall be perpetual irrevocable, universal and shall not lapse, even if the Company fails at any time to commercially exploit any such Developments. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, any assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to you, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. You hereby agree to waive any right to and refrain from raising any objection or claims to the Copyright Board with respect to any assignment, pursuant to Section 19A of the Copyright Act, 1957. You further agree to assist and cooperate with the Company in perfecting the Company's rights in any of the Developments.

7.6 Any assignment of copyright hereunder (and any ownership of a copyright as a work made for hire) includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as 'moral rights' (collectively '**Moral Rights**'). If, you are deemed under applicable law to retain any rights in any Developments, including without limitation any Moral Rights, you hereby waive, and agree to waive, all such rights. To the extent that such waivers are deemed unenforceable under applicable law, you grant, and agree to grant, to the Company or its assigns the exclusive, perpetual, irrevocable, universal and royalty-free license to use, modify and

market the Development, without identifying you or seeking your consent.

7.7 If you are not employed with the Company at the time when the Company requests your assistance in connection with the foregoing, the Company will pay you for your reasonable time expended in complying with the above terms at an hourly rate equal to the effective hourly rate at which you were paid the Company immediately prior to your termination as an employee.

7.8 Should the Company be unable to secure the signature on any document necessary to apply for, prosecute, obtain, protect or enforce any Intellectual Property Rights, due to any cause, you hereby irrevocably designate and appoint the Company and each of its duly authorized officers and agents as your agent and attorneys to do all lawfully permitted acts to further the prosecution, issuance, and enforcement of the Intellectual Property Rights or protection in respect of the Developments, with the same force and effect as if executed and delivered by you.

7.9 Notwithstanding the foregoing, you will also be bound by Capgemini's policy with respect to Intellectual Property.

## **8. CONFLICT OF INTEREST:**

8.1 During your employment, you will not, directly or indirectly, whether alone or as a partner joint venture, officer, director, employee, consultant, agent, independent contractor or stockholder of any company, business or other commercial enterprise: (i) engage in any business activity similar in nature to any business conducted or planned by the Company, or (ii) compete in any way with products or services being developed, marketed, distributed or otherwise provided by the Company.

8.2 You shall not undertake, whether directly or indirectly any full time or part time employment or operate or manage business of any kind whatsoever, so long as you are in employment with the Company.

8.3 During your employment if you become aware of any potential or actual conflict between your interests and those of the Company, then you shall immediately inform the Company about such conflict. Where the Company is of the opinion that such a conflict does or could exist, it may direct you to take appropriate action(s) to resolve such a conflict, and you shall comply with such instructions.

8.4 During the course of your employment, you shall not, either directly or indirectly, receive or accept for your own benefit or the benefit of any person or entity other than the Company any gratuity, emolument, or payment of any kind from any person having or intending to have any business with the Company.

8.5 To perform your duties towards the Company, you will have access to email, internet, Company assets (desktop, laptop, mobile phones etc.) and other Company infrastructure. You shall ensure that at all times your use of such facilities meets the ethical and social standards of the workplace. Further, your use of such facilities must not interfere with your duties and must not be illegal or contrary to the interests of the Company.

## **9. RETIREMENT/TERMINATION:**

### a.) Retirement

(i) You will automatically retire from employment with the Company on the last day of the month in which you complete sixty (60) years of age. It is hereby clarified that the Company reserves its right to change the retirement age.

### b.) Notice Period/Termination

- (i) During the probation period, your employment with the Company may be terminated (i) by you, upon giving the Company three months' written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you two months' written notice or payment of gross salary in lieu thereof.

Upon confirmation, your employment with the Company may be terminated (i) by you, upon giving the Company three months' written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you three months' written notice or payment of gross salary in lieu thereof.

- (ii) Notwithstanding anything to the contrary, the Company reserves the right to relieve you from services of the Company only upon your satisfactory handover of all the duties and responsibilities assigned to you (including but not limited to any knowledge transfer and serving the notice period conditions).
- (iii) Notwithstanding the aforesaid or anything else to the contrary, the Company may suspend, dismiss, discharge or terminate your employment with immediate effect by a notice in writing (without salary in lieu of notice), in the event of (i) fraudulent, dishonest or undisciplined conduct by you, (ii) you committing a breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to the Company's asset/property, (iii) your insubordination or failure to comply with the directions given to you by persons so authorized, (iv) your insolvency or conviction for any offence involving moral turpitude, (v) your breach of any terms or conditions of this Letter or the Company's policies or other documents or directions of the Company, (vi) you going on or abetting a strike in contravention of any law for the time being in force, (vii) you conducting yourself in a manner which is regarded by the Company as prejudicial to its own interests or to the interests of its clients or (viii) misconduct by you as provided under the labour laws and/or in the Company policies.
- (iv) In the event of willful neglect or breach of any of the terms hereof or refusal on your part to carry out the lawful instructions of any authorized officer of the Company or being guilty of misconduct, the Company may terminate your employment forthwith without notice and with no obligation to pay you any compensation.
- (v) In case you absent yourself from duty continuously, without prior authorization, for ten (10) consecutive calendar days or more you shall be deemed to have left and relinquished the service on your own accord and such relinquishment of service shall be deemed as a repudiation of your employment. In such circumstances, the Company will have the discretion of (a) adjusting salary against the notice period of such abandonment and recover any outstanding dues towards payable to the Company; and (b) presume that you have voluntarily abandoned the services of the Company and strike off your name from the Company's payroll.

c.) Effects of Cessation of Employment

- (i) Upon cessation of your employment with the Company (whether by virtue of termination/resignation/retirement), you will immediately return to the Company all of the Company's Confidential Information, tools, assets, accessories, formulae, documents, specifications, books etc. in your custody, care or charge and obtain clearance certificate from the relevant person/office/department, on production of which alone your dues, if any, will be settled by the Company, failing which the Company reserves the right to adjust the dues against any amounts payable to you or separately claim the same from you or use available legal remedies to recover the assets or any other amount due to the Company.
- (ii) If any Letter of Authority or Power of Attorney is issued to you, you will undertake to return it on demand or immediately upon cessation of your employment with the Company.
- (iii) Upon cessation of your employment with the Company, the Company may require you to sign appropriate release terms without any additional compensation.

## **10. LIMITATION OF LIABILITY AND INDEMNITY:**

10.1 Neither party shall be liable to the other party for any indirect, incidental, contingent, consequential, punitive, exemplary, special or similar damages, including but not limited to, loss of profits or loss of data, whether incurred as a result of negligence or otherwise, irrespective of whether either party has been advised of the possibility of the incurrence by the other Party of any such damages.

10.2 The Company's liability arising out of or in connection with this Letter, whether based in contract, tort (including negligence and strict liability) or otherwise, shall not exceed the amount paid by the Company to you for a period of three (3) months preceding the cause of action.

10.3 Notwithstanding anything to the contrary contained herein, you shall indemnify and keep indemnified the Company, its directors, officers and employees from and against all claims, demands, actions, suits and proceedings (including any losses, damages, costs, charges and expenses), whatsoever that may be brought or made against the Company by any third party as a result of any act or omission, non-performance or non-observance by you of any of the terms and conditions of this Letter and/or arising from your failure to comply to any statute or enactment/s (including but not limited anti-bribery laws and data protection laws).

## 11. MISCELLANEOUS:

11.1 Notice: All notices to you in relation to your employment shall be in writing and in English language and shall be served either by hand delivery or by sending the same by registered post or by email (as per Company records) or by courier or by speed post addressed to the address mentioned hereinabove. It will be your responsibility to inform the Company of any change in your address and contact details including telephone numbers, personal email addresses etc.

All notices to the Company in relation to your employment shall be in writing and in English language and shall be served either by hand delivery or by sending the same by registered post or by courier or by speed post addressed to the Company's office address referred in the Employment Letter or by email with a physical copy by any of the abovementioned ways.

11.2 Severability: The parties acknowledge and agree that if any of the provision of this Letter is deemed invalid, void, illegal, and unenforceable that provision stands severed from this Letter and the remaining provisions of this Letter shall remain valid and enforceable.

11.3 Publicity: You shall not use the name and/or trademark/logo of Capgemini, its group companies, subsidiaries or associates before media (irrespective of the form whether print, audio visual, electronic etc.) in any other manner which is detrimental to the interest, image and goodwill of the Company and its affiliates without prior written consent of the Company. In the event you intend to share/disclose article which includes any information about the Company or its affiliates/customers for possible publication or dissemination outside the Capgemini group, you agree to inform the Company and obtain its prior written consent on the article you wish to disclose. Further, you agree to make such modifications/deletions/revisions to the article as are requested by the Company to protect its property/interest/reputation.

11.4 Non-Disparagement: During the term of your employment with the Company and at all times thereafter, you will not make any false, defamatory or disparaging statements about the Company, or the employees, officers or directors of the Company that are reasonably likely to cause damage to any such entity or person.

11.5 Waiver: No delay or failure of any party in exercising or enforcing any of its rights or remedies whatsoever shall operate as a waiver of those rights or remedies or so as to preclude or impair the exercise or enforcement of those rights or remedies. No single or partial exercise or enforcement of any right or remedy by any party shall preclude or impair any other or further exercise or enforcement of that right or remedy by that Party. Save as expressly provided in this Letter neither party shall be deemed to have waived any of its rights or remedies whatsoever unless the waiver is made in writing, signed by a duly authorized representative of that party and may be given subject to any conditions thought fit by the grantor. Unless otherwise expressly stated any waiver shall be effective only in the instance and for the purpose for which it is given.

11.6 Integration: This Letter alongwith its Exhibit constitutes the entire understanding between the parties and supersedes all previous agreements (written or oral) between the Parties in relation to its subject-matter.

11.7 Survival: Clauses 5.1, 5.13, 6, 7, 9(c), 10, 11.1, 11.7, 11.8 and 11.9 and any other clause which by its nature is expected to survive shall all survive the expiry/termination (for whatever reason) of the Letter and shall continue to apply.

11.8 Dispute Resolution/Governing Law: The Parties to this Agreement shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. All disputes, differences and/or claims arising out of these presents or as to the construction, meaning or effect hereof or as to the rights and liabilities of the Parties hereunder and which cannot be settled by mutual conciliation shall be referred to Arbitration to be held in Mumbai in English Language in accordance with the Arbitration and Conciliation Act 1996, or any statutory amendments thereof and shall be referred to a sole Arbitrator to be appointed by Capgemini. The award of the Arbitrator shall be final and binding on Parties.

This Letter shall be governed and interpreted in accordance to the laws of India and the courts at Mumbai only shall have exclusive jurisdiction.

11.9 Rights to Injunctive Relief: You hereby expressly acknowledges that any breach or threatened breach by you of any of your obligations set forth in this Letter and/or any of the Company policies may result in significant and continuing injury and irreparable harm to Company, the monetary value of which would be impossible to establish. Therefore, you agree that Company shall be entitled to injunctive relief in a court of appropriate jurisdiction with respect to such provisions.

## **CONSENT LETTER**

### **For use of Personal Information & Sensitive Personal Data or Information**

I, \_\_\_\_\_ residing at \_\_\_\_\_, do hereby provide my express consent to my employer, Capgemini Technology Services India Limited, having its registered office at No.14, Rajiv Gandhi Infotech Park, Hinjawadi Phase III, MIDC – SEZ, Village Man, Taluka Mulshi, Pune – 411057, Maharashtra (hereinafter referred to as the "Company", which expression shall unless repugnant to the context or meaning thereof mean and include its successors, nominees, assigns and administrators) as follows:

1. That I acknowledge and provide my consent to the Company to collect, store, process, transfer and share my personal information and sensitive personal data or information and information of my dependents wherever applicable, (including sensitive personal information like bank accounts, PAN, blood group, biometric information, medical record, email addresses etc.) for purposes deemed appropriate by the Company from time to time, including but not limited to:

- a) background verification agencies for the purpose of verifying the information submitted by me basis which I have been made an offer of employment,
- b) payroll processing agencies for processing my payroll (including reimbursement claims),
- c) law enforcement agencies,
- d) to comply with a judicial/quasi judicial order,
- e) auditor (including internal auditors, statutory auditors or Capgemini's clients or their auditor) for the purpose of audit,
- f) insurance companies for the purpose of group insurance, personal accident insurance etc.
- g) service providers providing services for biometric access to office premises for monitoring attendance.
- h) foreign consulates, embassies etc and service providers (including travel agents) for the purpose of processing of visa, work permits etc.

2. Further, I also acknowledge and provide my consent to the Company to transfer and share (within India and outside of India) such information with:

- a.) affiliates of the Company for administrative purposes and/or audit;
- b.) clients/prospects in relation to any staff augmentation assignments.

3. That I agree and confirm that this consent letter shall be construed in accordance with the laws of India and the courts in Mumbai shall have exclusive jurisdiction to adjudicate upon any dispute that may arise in relation to this Consent Letter.

4. That should any provisions of this consent letter be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this consent letter shall not be affected or impaired thereby.

5. I hereby declare that the execution of this consent letter has been done out of my own free will and consent and without any undue force or coercion in any manner whatsoever.

6. I am aware that I have the right to access and rectify my sensitive personal data or information provided to the Company and corresponding obligation to immediately update my sensitive personal data or information in Company's records in the event of any change.

7. I am aware that Company has adopted security practices and procedure to ensure that the information collected is secure and these are available on the Company's intranet.

This consent letter shall come into force immediately upon its execution by me.

Name:  
Signature  
Date:

**Dayama vaishnavi vitthal**

**Mobile:**+91-9850696139

**E-mail:**vaishnavidayama152@gmail.com

Address: Sahyadri Farmers Producers Co.Ltd palkhed Road .Mohadi Tal.Dindori Dist.Nashik Maharashtra 422206

### **PROFILE SUMMARY**

Ambitious and self-esteemed engineering fresher who is capable of applying technical skills for the improvement of the company. Improved my skills with the help of graduation in Computer Engineering and looking forward to work in a competitive environment that can boost my overall learning.

### **EDUCATION**

- **B.Tech**from Sir Visvesvaraya Institute of Technology nashik Engineering COLLEGE in (CGPA T.E 8.30/10)until 7th sem
- **10+2**from Gokhale Education Society in 2015 with 60%
- **10th**from CHMES Bhosala Military School Nashik Institute in 2013 with 81%

### **TECHNICAL SKILLS**

- **Database:** Mysql, SQL Server
- **Applications:**Frontpage, MS Office, COLAB ,Latex software
- **Servers:**WAMP
- **Languages:**Python, SQL, C, C++,Java

### **INTERNSHIP**

Machine Learning and Artificial intelligence

- **Company:** Congnifont, Nashik
- **Duration:** 1 month

### **MAJOR PROJECTS**

- Hospital Management System
- Online exam portal

### **CERTIFICATION COURSES**

- Machine learning and artificial intelligence
- Web development

### **Strengths**

- Punctuality
- Adaptability
- Working under pressure

### **PERSONAL DETAILS**

Date of Birth: 15/02/2000

### **Languages Known**

- English
- Hindi
- Marathi
- Marwadi



## OFFER LETTER

**Dear Bhushan Deokar**

We are pleased to offer you an Employment with **Naygon Technologies Private Limited** associated Software deployment company **Nadcab Technology** based on the interview discussions you had with us . Details of the terms and conditions of offer are as under:

1. You will be designated as “**React Native Developer**” for **Prayagraj** Location.
  2. Your date of commencement of Employment will be on or before **01-September-2022**
  3. Your employment would be subject to the Terms & Conditions, mentioned in your appointment letter, which will be issued to you on your joining.
  4. Your fixed annual ctc to Company Rs **5,30,000/-PA** Including PF, Contribution Employer/Employee, Bonus, Gratuity and Insurance (If Applicable)
  5. You will have to serve a Notice Period for **2 Months**.
  6. You will be on probation for a period of **3 Months** from the date of joining.
- 
- Please bring along the below listed documents / details on your day of joining.
1. Address Proof (Copy of Aadhar card/ Passport / Driving licence/Voter ID Card) (any one of them).
  2. Copies of Academic Certificates (all from 10<sup>th</sup> to Highest).
  3. Copy of Resignation Letter with acknowledgement.
  4. Copy of Relieving letter from previous employer (Original).
  5. Proof of compensation last drawn (3 Months - Original).
  6. Six passport size photographs (Recent).
  7. Bank Passbook or pay slip of the last comp

## Guidelines

1. Working hours of employees are 8 hour.
2. Office timing will be 10AM to 6 PM.
3. Work will be assigned as task based.
4. 2nd & 4th Saturday will close.
5. 1 Leave and one half day allowed per month (can't take leave without permission).

### Acceptance

I hereby accept the above offer along with the terms & conditions of employment offered to me .I shall join the company on

Name : \_\_\_\_\_

Date of Joining:

Signature :



Candidate ID: 4212238 /588321,

Date of Joining: 12/29/2020,

Joining Location: Mumbai,

Designation: Analyst,

**Dear Pranita Dattatray Shirsat,**

To ensure that you experience a smooth onboarding, we would like to help you with a brief agenda for your day one at Capgemini.

1.	Welcome Address
2.	Verification of master data sheet, which contains your detailed information.
3.	Verification of joining documents*
4.	Receipt of employee handbook and visitor-cum-bus pass
5.	Submission of signed documents
6.	Receipt of hard copy of offer letter
7.	ID cum access card formalities
8.	Bank account opening formalities
9.	Meeting the buddy

Please report by 8:30 am at Mumbai office, for joining formalities as per the address mentioned below:

Address

CAPGEMINI Knowledge Park, IT 1 / IT 2, TTC Industrial Area, Thane-Belapur Road,  
Airoli, Navi Mumbai, Maharashtra - 400708

Please carry a complete set of original and photocopied documents (2 sets) as specified below.

1. Hard copy / email copy of Capgemini offer letter shared with you

Employment Documents:

**Current Employment( Immediate Previous)**

- a) Relieving letter /Experience Certificate( if both these documents are not there, Resignation Acceptance Resignation acceptance mail is mandatory/Automated Copy of email resignation/Approved mail resignation (mentioning of last working day from the HR is mandatory)
2. b) Payslips for last 3 months
- c) Form 16
- d) Salary Account 6 months Bank Statement
- e) Letter of appointment/Offer letter from employer which captures start date

**Previous Employment**

Service/Relieving Certificate all employments- Mentioning date of joining ,designation and last working day

**Education Documents**

- a) 10 Marksheets and certificate.
- b) 12th marksheets and Certificate.
3. c) Graduation Marksheets and certificate/Diploma certificate.
- d) Post-Graduation Marksheets and degree certificate(If applicable)
- e) Any other relevant certificate

**Proof of identity/ Address**

- a) PAN Card
  - b) AADHAR Card
  - c) Passport
- In case any of the proof of Identity/Address mentioned above not available then any TWO of the below proofs
4. i) Voters Id
  - ii) Driving License
  - iii) Ration card
  - iv) Electricity Bills
  - v) Gas card
  - vi) Notarized Self Affidavit

5. Passport size photographs(6 nos)

6. **Self Employed/CO-owner/Freelancing/ Partnership employment(s)(if applicable)**

- a) Form 16/Form 26AS
- b) Bank statement for 6 months
- c) Shop License

7. Cancelled Cheque of Saving Bank Account having IFSC Code details - Mandatory

8. Details of your Provident Fund, Employees' Pension Scheme and Universal Account Number, if earlier member PF/EPS scheme Mandatory.

Please note that Capgemini may ask you to submit additional documents as and when required, especially with respect to the Background verification process.

**In the absence of the above listed documents your onboarding may be delayed or deferred.**

Kindly note:

- Capgemini has a dress code policy and you need to always dress in formal attire.
- If you are driving to office on the first day, please ensure you are there by 8:15AM, and contact security at the main gate for your entry pass.

Best Regards,  
Team HR

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## EMPLOYMENT OFFER LETTER

Capgemini Ref: 4212238 /588321,

12/16/2020,

Pranita Dattatray Shirsat  
Nashik Sinnar,  
Nashik ,Maharashtra,  
India

Confidential

**Dear Pranita Dattatray Shirsat,**

Pursuant to our discussions, we are pleased to offer you employment opportunity, on probation basis, with **Capgemini Technology Services India Limited ('Capgemini' or 'Company')** starting from **12/29/2020** (or such other date as may be communicated to you by the Company), as per details given below.

- A) Your current designation will be **Analyst/A4**
- B) You will be required to work at the Company's offices in location **Mumbai**
- C) On joining you will be under probation for 6(six) months from the date of joining. During this period your all-inclusive Annual target compensation (on a cost to company basis) will be **INR 300,002.00 (Rupees Three Lakh and Two only)**. Please refer **Annexure-A** for details. Subsequent to your successful completion of training and probation after six months from your date of joining, your all-inclusive annual target compensation (on a cost to company basis) will be revised to **INR 380,006.00 (Rupees Three Lakhs Eighty Thousand and Six only)**. Please refer **Annexure -B** for details.

Your compensation shall be paid on a monthly basis, in arrears. The company shall deduct tax at source at the time of making payment.

The breakup of your all-inclusive annual target compensation is as follows:

## Annexure - A

**Pranita Dattatray Shirsat**

**Analyst**

Total Cost to Company (CTC). **Rs.300,002.00**

<b>Monthly Components</b>	<b>Per Month</b>	<b>Annualized</b>
Basic	Rs 10,000.00	Rs 120,000.00
House Rent Allowance	Rs. 4,089.00	Rs 49,068.00
Other Reimbursements & Allowances#	Rs. 0.00	Rs.0.00
Personal Allowance	Rs. 5,000.00	Rs. 60,000.00
Advance Statutory Bonus	Rs. 2,980.00	Rs. 35,760.00
<b>Gross monthly salary</b>	<b>Rs.22,069.00</b>	<b>Rs. 264,828.00</b>
<b>Statutory payments ++</b>		
Capgemini's contribution to PF ++	Rs.1,800.00	Rs.21,600.00
Gratuity (accrual only)		Rs.5,772.00
<b>Total Fixed Compensation</b>		<b>Rs.292,200.00</b>
<b>Total Cash Compensation</b>		<b>Rs.292,200.00</b>
<b>Benefits</b>		
Medical, Accident & Life Insurance Premium		<b>Rs. 7,802.00</b>
Capgemini contribution to ESI		Rs.0.00
<b>Total Cost to Company</b>		<b>Rs. 300,002.00</b>

Total Cost to Company		Rs. 300,002.00
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### Annexure - B

PranitaDattatray Shirsat

Analyst

Total Cost to Company (CTC).

Rs.380,006.00

Monthly Components	Per Month	Annualized
Basic	Rs.10,860.00	Rs.130,320.00
House Rent Allowance	Rs.5,430.00	Rs.65,160.00
Other Reimbursements & Allowances#	Rs.5,285.00	Rs.63,420.00
Personal Allowance	Rs.4,140.00	Rs.49,680.00
Advanced Statutory Bonus	Rs.2,980.00	Rs.35,760.00
<b>Gross monthly salary</b>	<b>Rs.28,695.00</b>	<b>Rs.344,340.00</b>
<b>Statutory payments ++</b>		
Capgemini's contribution to PF ++	Rs.1,800.00	Rs.21,600.00
Gratuity (accrual only)	Rs.522.00	Rs.6,264.00
<b>Total Fixed Compensation</b>	<b>Rs.31,017.00</b>	<b>Rs.372,204.00</b>
Special Incentives##	Rs.0.00	Rs.0.00
<b>Total Cash Compensation</b>	<b>Rs.31,017.00</b>	<b>Rs.372,204.00</b>
<b>Benefits</b>		
Medical, Accident & Life Insurance Premium		Rs.7,802.00
Capgemini contribution to ESI		Rs.0.00

Total Cost to Company		Rs.380,006.00
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# You may choose any of the following optional instruments that are a part of the Other Allowance & Reimbursements. Balance amount that is not claimed will be paid as Taxable on monthly basis after withholding taxes. For details on claiming these instruments please check the [Other Allowance and Reimbursements FAQ and Claim Forms.](#)

Other Allowance & Reimbursements	Annualized
Telephone	19,800.00
LTA	60,000.00
Meal Coupons	24,000.00
Vehicle Reimbursement	21,600.00

#### Notes:

1. The payroll processing will be as per Company policy notified from time to time.
  2. Employees should decide on the Other Allowances and Reimbursements (OAAR) at the time of joining; any changes will be accepted as per Company policy applicable from time to time.
  3. For claiming tax benefit in case of admissible allowances and reimbursements (eg. LTA, telephone etc), you will have to submit supporting (bills) to the Company's satisfaction along with the reimbursement claim form in the prescribed format and within the timeline stipulated by the Company. The reimbursements will be processed as per the applicable Company's policies, which are subject to change without notice. The payments described above will not be further grossed up for taxes and you will be responsible for the payment of all taxes due with respect to such payments, which will be deducted at source as per the applicable law. In case of any under-withholding, you shall be responsible to pay the necessary tax and any interest/penalty thereon.
  4. In cases where Permanent Account Number (PAN) is not produced, highest tax rates will apply to all amounts on which tax is deductible at source under the applicable tax law.
  5. The Company reserves the right to change the compensation structure and/or the compensation components from time to time.
- ++ These statutory payments are included based on current applicable practice and law and are subject to changes based on changes in law from time to time. Also, please further note, that any changes /modification to statutory payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However, Company shall endeavor to inform you, via separate email communication, about any changes/ modification to statutory payment.
- ++ Employee's contribution towards PF and ESI will be made from the monthly salary. If employee moves out of ESI coverage on account of his/her salary crossing the defined threshold, deduction of employer and employee's contribution would continue up to the ESI contribution cycle defined by law.
- \*\* This is the maximum limit you are eligible for. You may choose any of the following optional components under 'Other Allowance & Reimbursements'. Non taxable components (except Meal Coupons) would be paid based on a claim by employee through payroll. Taxable component would be paid on a monthly basis. All payments will be based on Company's policies.

D.)

The following elements are included in the compensation package stated above:

1. Provident Fund- You will be covered under the Capgemini Technology Services India Limited Employees' Provident Fund (PF) scheme wherein, the Company will contribute towards PF at the statutory rate as may be defined by the government from time to time. Your contribution and the Company's contribution have been included as a part of the above-mentioned compensation.
2. Gratuity- Upon cessation of employment after completion of continuous service of at least five (5) years with the Company, you will be eligible for gratuity as per the Payment of Gratuity Act. The amount towards gratuity accrual forms a part of the above-mentioned compensation.
3. ESIC- In the event you are eligible, you will be covered under the Employees' State Insurance Act wherein, the Company will contribute towards ESIC at the statutory rate. Your contribution and the Company's contribution form a part of the above-mentioned compensation.

NOTE:

- a.) All statutory payments are demonstrated based on current applicable practice and law and may be subject to changes based on changes in law from time to time. Further, any changes/modification to statutory payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However, Company shall endeavor to inform you, via separate communication, about any changes/modification to statutory payment.

E.)

As an employee of the Company, you shall be entitled to the following benefits subject to any change made by the Company from time to time:

1. Group Medical Insurance- In accordance with the Company's policy, you and your immediate family (as defined in the Company's policy) shall be covered under the Medical Insurance policy held by the Company. Additionally, if you are required to travel abroad, you may be covered under the Company's Overseas Medical Insurance Policy.
2. Group Personal Accident Insurance- You shall be covered under the Personal Accident Insurance Policy held by the Company.
3. Group Term Life Insurance- You shall also be covered under the Group Term Life Insurance Policy held by the Company.
4. Transport Facility- Bus transport facility may be available, by paying nominal charges as per Company's policy, on various routes at different Company locations. If you opt for the facility, the applicable charges will be deducted from your salary in the monthly payroll.
5. Annual Leave/Public Holidays- You will be eligible for annual leaves and public holidays as determined by the Company's Leave Policy which is subject to change from time to time.

If you become indebted to the Company for any reason, the Company may, if it so elects, set off any sum due to the Company from you against the compensation payable to you and collect any remaining balance from you.

- F.) Probationary Period:
1. You will be on probation for a period of six months from your date of joining the Company and continuity of your employment with the Company is dependent on confirmation of your employment. The Company reserves the right to revise the probation period depending on your performance and/or other consideration.
  2. At any time during your probation period the Company may confirm your employment by way of a written communication, if your performance is found to be satisfactory. Your probation shall be deemed extended, for a period not exceeding 30 days, in a situation where you do not receive the aforesaid written communication from the Company.
- G.) Performance Review: You will be eligible to participate in Company's performance review process as per Company policy.
- H.) Conditions of hire:
1. Your employment with the Company will be subject to the following pre-conditions:
    - a. You will submit relevant documents as mandated by the Company;
    - b. You obtain requisite certification or complete mandated assessments which are basis for offering you employment opportunity with the Company;
    - c. You obtain a clear discharge and/or relieving letter from your most recent employer (prior to joining the Company). Nevertheless you must submit a clear discharge and/or relieving letter within fifteen (15) days of joining the Company;
    - d. You represent that acceptance of employment with the Company does not breach any terms/provisions of your previous employment agreement or any other agreement to which you are bound.
    - e. You acknowledge that the Company has offered you employment based on the fact that there are no pending claims, actions, suits or proceedings against you which might reasonably be expected to have an adverse effect on your ability to perform your duties hereunder and/or upon the Company.
    - f. You provide two satisfactory references, one being from your most recent employer (prior to joining Capgemini);
    - g. Your background verification check (including address, academics, employment, criminal etc as applicable) conducted by the Company is cleared; and
    - h. You represent that you have not been involved in any fraud, unethical and/or immoral acts, departmental inquiry in your previous employment(s) and/or been part of any pending investigation (whether judicial, quasi-judicial or otherwise) which you have not disclosed from the Company prior to your joining.
  - i. Your employment shall be subjected to the below-mentioned additional terms and conditions.
    - a. You should clear the final degree examination and submit your degree marks sheet and/or certificate, as a proof of

a. You should clear the final degree examination and submit your degree marks sheet and/or certificate, as a proof of passing. In the event you fail to clear the final examination in the first attempt or fail to submit the proof of the same by 30-January-2021, our Offer shall stand automatically revoked or otherwise your employment with the Company shall cease immediately without any further obligation or liability upon the Company.

b. You will be required to clear the mandatory Entry Level Certification Training Test of the Company in the first attempt. The details of the mandatory certification and the test will be communicated to you upon your joining the Company. If you do not successfully clear such test, your employment with the Company shall cease immediately without any further obligation or liability upon the Company.

c. As a condition of your employment with the Company, you will be required to undergo certain specialized training, certification and/or skill up gradation, at the cost, resource and expense of the Company. In consideration thereof, you shall be required to sign a training agreement or service agreement with the Company, and inter alia provide a commitment to work for the Company for 24 months, failing which there would be certain monetary liabilities that you would need to bear. Prior to acceptance of our Offer, you may request HR Department for more details in this respect including draft of such an agreement, for your review.

You fill the complete Back ground verification link given along with the welcome mail of the offer.

- j. You have achieved minimum 60% aggregate in all semesters of your graduation.
- k. You submit the following mandatory documents before the date of joining..
  - 1. Highest Degree/Provisional Certificate and Final year Mark sheet.
  - 2. In case you do not have the Education documents on the Day of joining, you should submit the same to the HR not later than 3 months from Date of Joining.
- I. You will join our Fresher training and for successful completion of training you will be evaluated upon defined parameters and will be required to score a minimum percentage. Details pertaining to fresher training will be provided to you separately at the time of on-boarding.
- 2. Your employment is inter alia based on the information furnished by you to the Company including declarations and undertakings thereto. If at any time during your employment with the Company, the Company discovers that you have furnished any false, fake, forged information (including documentation) for securing employment with the Company or otherwise, the Company reserves the right to take disciplinary action against you, including, but not limited to, right to terminate your employment without notice and your employment with the Company will be void ab-initio.

- I.) Your employment with the Company will also be governed by the terms and conditions of employment contained in **Exhibit 1** attached hereto.
- J.) The Company's address for sending notice in relation to your employment is as below:

Kind Attn: Head - Human Resources

Address: Capgemini Technology Services India Limited,  
Capgemini Knowledge Park, IT 3 IT 4, SEZ, Thane-Belapur Rd, TTC Industrial Area, Airoli, Navi Mumbai, Maharashtra 400708

Email: [hremployeeservices.in@capgemini.com](mailto:hremployeeservices.in@capgemini.com)

You are required to treat this letter and its contents as strictly confidential and should not disclose the same to any person or entity (except to your advisors, attorneys and accountants, for seeking their advice) without our prior written consent.

At Capgemini, one of our goals is to afford all our people the opportunity to pursue their careers, to achieve their personal best, and to balance their personal and professional goals. Capgemini values your abilities and believes it can provide you with an atmosphere in which you can develop your professional talents to the fullest.

As a token of your acceptance of our offer of employment with the Company, please sign in the space provided below and return a duplication version of this letter immediately to us within fifteen (15) days from the date of this letter. Our offer shall automatically lapse unless (i) you confirm your acceptance of it and return a copy to us within the prescribed time and (ii) you join us on or before your date of joining stated in this Employment Offer Letter.

For Capgemini Technology Services India Limited



Anilkumar Singh  
Head - Talent Acquisition & Resourcing

Acceptance

I have read and understood the contents of this Employment Offer Letter and Exhibits hereto (hereinafter 'Letter') and accept all the terms and conditions of this Letter in its totality. I confirm that there are no other oral/written understandings other than as detailed herein between me and Capgemini Technology Services India Limited.

This Letter supersedes all previous agreements (written or oral) between the parties in relation to the subject-matter. I confirm that I am not breaching any terms or provisions of any prior agreement or arrangement by accepting this offer.

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Name: Pranita Dattatray Shirsat

Date: 12/16/2020

## **EXHIBIT 1**

### **Terms & Conditions of Employment with Capgemini Technology Services India Limited**

#### **1. CURRENT WORK LOCATION:**

1.1 Capgemini Technology Services India Limited ("**Capgemini**" or "**Company**") may require you to work at other Company locations and/or on customers' sites both, within or outside India. The Company shall seek to give you reasonable notice of extensive travel requirements, and to take into account your personal circumstances where appropriate.

1.2 Depending upon exigencies of business you may be transferred/deputed, at Company's sole discretion, within India or outside by the Company in any capacity as the Company may desire from time to time, from:

- a) one location to another; or
- b) one team/department/account/function/Business Unit to another; or
- c) one project/job to another; or
- d) the Company to any other group entity or affiliate or any other business associate as the Company may deem appropriate from time to time.

1.3 Such transfer/deputation/assignment/relocation shall not entitle you to ask for revision in your salary or any terms or conditions of your service. The Company does not guarantee the continuation of any benefits or perquisite at the new location. In all such cases of transfer/deputation/assignment/relocation you will be governed by the relocation policies and policies of the Company existing at that time. Consequent to such transfer/deputation/assignment/relocation, you will be governed by the terms and conditions of service as applicable to your category of employees in the new location (which includes but is not limited to office days/hours and holidays).

#### **2. DUTIES AND RESPONSIBILITIES:**

2.1 You shall devote your skill, knowledge and working time to the conscientious performance of your duties and responsibilities towards the Company. You shall perform your duties with diligence, devotion and discretion. You shall comply with all directions given to you by your reporting manager/supervisor and shall faithfully observe all the rules, regulations and Company policies. Further, the Company may, at any time, in its sole discretion, suitably modify your roles, responsibilities and duties.

#### **3. COMPENSATION:**

3.1 Your all-inclusive annual target compensation and corresponding details are provided in the Employment offer letter.

#### **4. TRAINING:**

4.1 During the term of your employment, the Company may offer you an opportunity to undergo certain specialized training, certification and/or skill upgradation from time to time, which shall inter alia enhance your career opportunities at the Company and otherwise. In case you accept the Company's offer for training, the Company is likely to incur expenses including in relation to training costs, course fees, recruitment and induction costs, salary and benefits during training period, opportunity loss, etc. Depending on the nature of training/certification and corresponding cost and expenses, the Company may require you to execute training agreement with the Company for a specific period (which will be indicated to you at that time) in consideration of the cost the Company would be incurring for such training/certification. Under such training agreement, you shall agree to inter alia serve a minimum term of employment with the Company, failing which you will be required to reimburse the Company for the cost of training/certification identified in the training agreement and any other costs related to the training/certification.

#### **5. COVENANTS AND REPRESENTATIONS:**

5.1 You also agree that during the term of your employment with the Company and for twelve (12) months after the cessation of employment, regardless of the reason of cessation of employment, you will not:

- a.) directly or indirectly, on your own behalf or on behalf of or in conjunction with any person or legal entity, recruit, hire, solicit, or induce, or attempt to recruit, hire, solicit, or induce, any employee of the Company with whom you had dealings, personal contact or supervised while performing your duties or otherwise, to terminate their employment relationship with the Company;
- b.) directly or indirectly, solicit or attempt to solicit business, customers or suppliers of the Company or of its affiliates;
- c.) directly or indirectly, solicit or attempt to solicit or undertake employment with any client of the Company or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company; and
- d.) provide or attempt to provide professional services similar to those provided by the Company to its current or prospective customers, with whom you (i) had business interactions or any other dealings on behalf of the Company during your employment with the Company and/or (ii) had been directly associated with the customer in relation to a project.

5.2 You and the Company acknowledge and agree that the duration and scope of the Covenants contained herein are fair and reasonable. Accordingly, you and the Company agree that, in the event that any of the covenants contained herein are nevertheless determined by a judicial or quasi judicial body to be unenforceable because of the duration or scope thereof, the judicial or quasi judicial body making such determination may reduce such duration and/or scope to the extent necessary to enable such judicial or quasi judicial body to determine that such covenant is reasonable and enforceable, and to enforce such covenant as so amended.

5.3 You will also be governed by all applicable rules, processes, procedures, and policies (including but not limited to Information Security Management System (ISMS) policies and procedures, Code of Business Ethics of the Company, which are not specifically mentioned in this Letter. The applicable rules/processes/procedures/policies are available on the Company's Intranet and you are expected to go through the same carefully. For any clarification in relation to applicable rules/processes/procedures/policies, please get in touch with concerned department. If at anytime during your employment with the Company, you are found in violation of any applicable rules, processes, procedures, or policies of the Company, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

5.4 Capgemini prides itself as a company with the highest order of ethical conduct in its dealings with employees, customers, service provider, agents, governments or any other third party. It is important that you fully understand this philosophy and the relevant policies. If at anytime during your employment with the Company, you are found to be in violation of such policy and/or generally accepted ethical/moral standards, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

5.5 You declare that you are medically fit to carry out the duties expected of you by the Company. You represent that you have no communicable disease and you are not addicted to drugs or any other substance of abuse. During the term of your employment with the Company, you are required to be medically fit to perform the duties assigned to you from time to time. As to whether you are medically fit, is an issue which will be professionally determined by the Company and you shall be bound by such determination. The Company may require you to undergo periodical medical examination as and when intimated to you by the Company.

5.6 You represent that you are not in breach of any contract with any third party or restricted in any way in your ability to undertake or perform your duties towards the Company. You covenant that you will be fully responsible for any personal liabilities that may arise as the result of an agreement or arrangement between you and any third party and that the Company will in no way be concerned with such liabilities.

5.7 You will at all times maintain your ability to be employable and in the event of any change in your personal circumstances resulting in possible alteration to the employability status, you will keep the Company informed in writing about such change.

5.8 During your employment with the Company, to meet the exigencies of business, the Company may require you to (i) work on any project that you are assigned to, on any technical platforms/skills and nature of the project or (ii) work night hours or (iii) work in shifts (including night shifts).

5.9 Regardless of any secondment to any of the Company's affiliated entity/business associate/joint venture or where you may be required to work overseas for any such entity for an extensive period, you shall at all times remain an employee of the Company exclusively and shall not be entitled to any such foreign salary or benefits (including medical insurance, green card sponsorship, etc.) payable or applicable to employees of such other Capgemini entities other than the salary and benefits specified in the Employment Letter and/or the salary and benefits that may be determined by Capgemini and communicated to you in writing.

5.10 Unless specifically authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company. You shall also not enter into any commitments or dealings on behalf of the Company for which you have no express authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company.

5.11 During the period of employment, you agree not to draw, accept or endorse any cheque or bill on behalf of the Company or, in any way, pledge the Company's credit except so far as you may have been authorized by the Company to do so, either generally or in any particular case.

5.12 During the term of your employment, you shall not communicate with the media or with journalists in relation to the Company or its affairs, without obtaining a specific prior written permission from the Company.

5.13 You acknowledge and provide your consent vide Consent Letter for use of personal information including Sensitive Personal Data or Information ("SPDI") to the Company (a) to share your sensitive personal data or information about you and/or your dependents (wherever applicable) provided to the Company with third parties for purposes deemed appropriate by the Company from time to time; (b) to share information about you with affiliates of the Company for administrative purposes/audit and with clients/prospects in relation to any staff augmentation requirements; (c) to treat any personal data to which you have access in the course of your employment strictly in accordance with Company policies and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you. You further acknowledge and consent for use of your personal images and voices in marketing material, videos, etc; and confirm that you have read and understood the Company's Privacy Policy in relation to the collection, processing, use,

storage and transfer of SPDI and you agree to the terms thereof.

5.14 You agree to comply with all laws, ordinances, regulations applicable in relation to your employment with the Company including but not limited to the anti-corruption laws, anti bribery laws such as Prevention of Corruption Act, 1988 of India, the Foreign Corrupt Practices Act, 1977 of the United States and the Bribery Act 2010 of the United Kingdom and/or data privacy laws. Without limiting the generality of the foregoing, you represent and covenant that you have not, and shall not, at any time, during your employment with the Company, pay, give, or offer or promise to pay or give, any money or any other thing of value, directly or indirectly, to, or for the benefit of: (i) any public servant, government official, political party or candidate for political office; or (ii) any other person, firm, corporation or other entity, with knowledge that some, or all of that money, or other thing of value will be paid, given, offered or promised to a public servant, government official, political party or candidate for political office, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with the Company's business.

5.15 You hereby represent to the Company that:

- a.) you are legally permitted to reside and be employed in India;
- b.) you have reviewed these terms and conditions and that you understand the terms, purposes and effects of the same;
- c.) you have accepted these terms and conditions only after having had the opportunity to seek clarifications;
- d.) you have not been subjected to duress or undue influence of any kind to accept these terms and conditions and these terms and conditions will not impose an undue hardship upon you;
- e.) you have accepted these terms and conditions of your own free will and without relying upon any statements made by the Company or any of its representatives, agents or employees; and
- f.) you have all requisite power and authority, and do not require the consent of any third party to accept our offer.

## 6. CONFIDENTIALITY:

6.1 This is a highly Confidential and Private document. You are required to maintain, at all times, the confidentiality and ensure that the contents or details of this Letter are not shared with anyone.

6.2 You are aware that in the course of your employment with the Company, you shall have access to Confidential Information. "Confidential Information" shall mean and include, but not limited to, proprietary, confidential, sensitive, personal information about inventions, products, designs, methods, know-how, techniques, trade secrets, systems, processes, strategies, software programs, content, data, techniques, plans, designs, programs, customer information, works of authorship, intellectual property rights, customer lists, employee lists and any other personally identifiable information about any employee of the Company or its affiliate or personally identifiable information of its customers or clients of its customers, user lists, vendor lists, content provider lists, supplier lists, pricing information, projects, budgets, plans, projections, forecasts, financial information and proposals, intellectual property, terms of this Letter and any other information which due to the nature or character of such information, any prudent person might reasonably under similar circumstances treat such as confidential or would expect the Company to regard such information as Confidential, all regardless as to whether such information is in written form or electronic form or disclosed orally before or after the date hereof.

6.3 You agree that you may receive in strict confidence all Confidential Information of the Company, its affiliates or its clients or prospective clients of the Company or its affiliates. You further agree to maintain and to assist the Company in maintaining the confidentiality of all such Confidential Information, and to prevent it from any unauthorized use.

6.4 You agree and confirm that, you will, at all times:

- a) maintain in confidence all such Confidential Information and will not use such Confidential Information other than as necessary to carry out the purpose for which it was shared with you;
- b) not disclose, divulge, display, publish, or disseminate any such Confidential Information to any person except with the Company's prior written consent;
- c) treat all such Confidential Information with the same degree of care that you accord to your own confidential information, but in no case less than reasonable care;
- d) prevent the unauthorized use, dissemination or publication of such Confidential Information;
- e) not copy or reproduce any such Confidential Information except as is reasonably necessary for the purpose for which it was shared with you;
- f) not share such Confidential Information with any third party (specifically those person who are in the same field of activities as that of the Company or are in direct or indirect competition to the Company);
- g) not use such Confidential Information in any way so as to procure any commercial advantage for yourself or for any third party or in a manner that is directly or indirectly detrimental to the Company;
- h) neither obtain nor claim any ownership interest in any knowledge or information obtained from such Confidential Information; and
- i) not use or attempt to use any such Confidential Information in any manner that may harm or cause loss or may be reasonably expected to harm or cause loss, whether directly or indirectly, to the Company, its affiliates or its customers.

6.5 All such Confidential Information shall remain the sole and exclusive property of the Company, and no license, interest or rights (including, without limitation, any intellectual property rights) to such Confidential Information, or any copy, portion or embodiment thereof, is granted or implied to be granted. Nothing in this Letter shall limit in any way the Company's right to develop, use, license, create derivative works of, or otherwise exploit its own Confidential Information.

6.6 You shall be under no obligation of maintaining confidentiality of such Confidential Information as per provisions of this clause if the information:

- a) was in your possession before receiving the same from the Company pursuant to this Letter;
- b) is or becomes a matter of public knowledge through no fault of yours; or

c) is rightfully received by you from a third party without a duty of confidentiality.

6.7 If you are served with a court or governmental order requiring disclosure of any part of such Confidential Information, you shall, unless prohibited by law, promptly notify the Company before any disclosure and cooperate fully (reasonable expense to be borne by the Company) with Company and its legal counsel in opposing, seeking a protective order or limit, or appealing any such subpoena, legal process, request or order to the extent deemed appropriate by the Company.

6.8 Upon cessation of your employment with the Company or on a written request of the Company, whichever is earlier, you shall return or destroy (at the Company's option) any part of such Confidential Information that consists of original, and copies of, source material provided to you and still in your possession and, if requested by the Company, shall provide written confirmation to the Company to that effect.

6.9 You shall not, whether during your employment and/or after cessation of your employment, for whatever reason, use, disclose, divulge, publish or distribute to any person or entity, otherwise than as necessary for the proper performance of your duties and responsibilities under this Letter, or as required by law, any confidential information, messages, data or trade secrets acquired by you in the course of your employment with the Company.

6.10 If you are found to be in breach of this clause, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

6.11 You shall maintain the confidentiality of all price sensitive information and shall handle all such information on a strict 'need to know' basis i.e. disclose only to those within the Company who need the information to discharge their duty. You shall not pass on such information to any person directly or indirectly by way of making a recommendation for the purchase or sale of securities. Further, during your employment, you shall be subject to applicable trading restrictions e.g. when the trading window is closed, you shall not trade in the Company or any of its affiliates' securities during such period.

## 7. INTELLECTUAL PROPERTY:

7.1 "Intellectual Property Rights" shall mean all industrial and intellectual property rights (including both economic and moral rights), including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, databases, algorithms, manuscripts, computer programs and other software, know-how, trade secrets, proprietary processes and formulae, inventions, trade dress, logos, design and all documentation and media constituting or relating to the above.

7.2 You represent that all services performed by you for the Company shall be your original work and shall not incorporate any third party materials or work in which you or any third party asserts an ownership interest or Intellectual Property Right. Provided that in the event the Company is held liable or is faced with a claim for your violation of any Intellectual Property Rights belonging to a third party, you undertake to indemnify the Company (and/or any of its affiliates, as the case may be) against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court fees resulting there from.

7.3 If at any time during your employment with the Company, you (either alone or with others) whether or not during normal business hours or arising in the scope of your duties of employment make, conceive, create, discover, invent or reduce to practice any invention, modification, discovery, design, development, improvement, process, software program, work of authorship, documentation, formula, data, technique, know-how, trade secret or any Intellectual Property Right whatsoever (including all work in progress) or any interest therein (whether or not patentable or registrable under copyright, trademark or similar statutes or subject to analogous protection) (collectively 'Developments') that:

a) relates to the business of the Company (or its affiliate), or to its customers or suppliers, or to any of the products or services being developed, manufactured, sold or provided by the Company (or any of its affiliate) or which may be used in relation therewith;

- b) results from tasks assigned to you by the Company; or
- c) results from the use of premises or personal property (whether tangible or intangible) loaned, eased or contracted for by the Company or its affiliate,

such Developments (including all work in progress) and the benefits thereof shall immediately become the sole and absolute property of the Company, as works made for hire or otherwise, and you shall immediately disclose to the Company, without cost or delay and without communicating to others the same, each such Development and all available information relating thereto (with all necessary plans and models).

7.4 You hereby irrevocably, absolutely and perpetually assign any and all rights (including any Intellectual Property Rights) you may have or acquire in the Developments and all benefits and/or rights resulting there from to the Company and its assigns without additional compensation on worldwide basis. You acknowledge that the salary and other payments receivable by you from the Company is adequate compensation for such assignment. You hereby waive and quitclaim to the Company any and all claims of any nature whatsoever that you may now have or may hereafter have in and to the Developments (including all work in progress).

7.5 All such assignment of rights shall be perpetual irrevocable, universal and shall not lapse, even if the Company fails at any time to commercially exploit any such Developments. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, any assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to you, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. You hereby agree to waive any right to and refrain from raising any objection or claims to the Copyright Board with respect to any assignment, pursuant to Section 19A of the Copyright Act, 1957. You further agree to assist and cooperate with the Company in perfecting the Company's rights in any of the Developments.

7.6 Any assignment of copyright hereunder (and any ownership of a copyright as a work made for hire) includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as 'moral rights' (collectively '**Moral Rights**'). If, you are deemed under applicable law to retain any rights in any Developments, including without limitation any Moral Rights, you hereby waive, and agree to waive, all such rights. To the extent that such waivers are deemed unenforceable under applicable law, you grant, and agree to grant, to the Company or its assigns the exclusive, perpetual, irrevocable, universal and royalty-free license to use, modify and market the Development, without identifying you or seeking your consent.

7.7 If you are not employed with the Company at the time when the Company requests your assistance in connection with the foregoing, the Company will pay you for your reasonable time expended in complying with the above terms at an hourly rate equal to the effective hourly rate at which you were paid the Company immediately prior to your termination as an employee.

7.8 Should the Company be unable to secure the signature on any document necessary to apply for, prosecute, obtain, protect or enforce any Intellectual Property Rights, due to any cause, you hereby irrevocably designate and appoint the Company and each of its duly authorized officers and agents as your agent and attorneys to do all lawfully permitted acts to further the prosecution, issuance, and enforcement of the Intellectual Property Rights or protection in respect of the Developments, with the same force and effect as if executed and delivered by you.

7.9 Notwithstanding the foregoing, you will also be bound by Capgemini's policy with respect to Intellectual Property.

## 8. CONFLICT OF INTEREST:

8.1 During your employment, you will not, directly or indirectly, whether alone or as a partner joint venture, officer, director, employee, consultant, agent, independent contractor or stockholder of any company, business or other commercial enterprise: (i) engage in any business activity similar in nature to any business conducted or planned by the Company, or (ii) compete in any way with products or

services being developed, marketed, distributed or otherwise provided by the Company.

8.2 You shall not undertake, whether directly or indirectly any full time or part time employment or operate or manage business of any kind whatsoever, so long as you are in employment with the Company.

8.3 During your employment if you become aware of any potential or actual conflict between your interests and those of the Company, then you shall immediately inform the Company about such conflict. Where the Company is of the opinion that such a conflict does or could exist, it may direct you to take appropriate action(s) to resolve such a conflict, and you shall comply with such instructions.

8.4 During the course of your employment, you shall not, either directly or indirectly, receive or accept for your own benefit or the benefit of any person or entity other than the Company any gratuity, emolument, or payment of any kind from any person having or intending to have any business with the Company.

8.5 To perform your duties towards the Company, you will have access to email, internet, Company assets (desktop, laptop, mobile phones etc.) and other Company infrastructure. You shall ensure that at all times your use of such facilities meets the ethical and social standards of the workplace. Further, your use of such facilities must not interfere with your duties and must not be illegal or contrary to the interests of the Company.

## **9. RETIREMENT/TERMINATION:**

a.) Retirement

- (i) You will automatically retire from employment with the Company on the last day of the month in which you complete sixty (60) years of age. It is hereby clarified that the Company reserves the right to change the retirement age.

b.) Notice Period/Termination

- (i) During the probation period, your employment with the Company may be terminated (i) by you, upon giving the Company three months' written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you two months' written notice or payment of gross salary in lieu thereof.

Upon confirmation, your employment with the Company may be terminated (i) by you, upon giving the Company three months' written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you three months' written notice or payment of gross salary in lieu thereof.

- (ii) Notwithstanding anything to the contrary, the Company reserves the right to relieve you from services of the Company only upon your satisfactory handover of all the duties and responsibilities assigned to you (including but not limited to any knowledge transfer and serving the notice period conditions).

- (iii) Notwithstanding the aforesaid or anything else to the contrary, the Company may suspend, dismiss, discharge or terminate your employment with immediate effect by a notice in writing (without salary in lieu of notice), in the event of (i) fraudulent, dishonest or undisciplined conduct by you, (ii) you committing a breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to the Company's asset/property, (iii) your insubordination or failure to comply with the directions given to you by persons so authorized, (iv) your insolvency or conviction for any offence involving moral turpitude, (v) your breach of any terms or conditions of this Letter or the Company's policies or other documents or directions of the Company, (vi) you going on or abetting a strike in contravention of any law for the time being in force, (vii) you conducting yourself in a manner which is regarded by the Company as prejudicial to its own interests or to the interests of its clients or (viii) misconduct by you as provided under the labour laws and/or in the Company policies.

- (iv) In the event of willful neglect or breach of any of the terms hereof or refusal on your part to carry out the lawful instructions of any authorized officer of the Company or being guilty of misconduct, the Company may terminate your employment forthwith

without notice and with no obligation to pay you any compensation.

- (v) In case you absent yourself from duty continuously, without prior authorization, for ten (10) consecutive calendar days or more you shall be deemed to have left and relinquished the service on your own accord and such relinquishment of service shall be deemed as a repudiation of your employment. In such circumstances, the Company will have the discretion of (a) adjusting salary against the notice period of such abandonment and recover any outstanding dues towards payable to the Company; and (b) presume that you have voluntarily abandoned the services of the Company and strike off your name from the Company's payroll.

c.) Effects of Cessation of Employment

- (i) Upon cessation of your employment with the Company (whether by virtue of termination/resignation/retirement), you will immediately return to the Company all of the Company's Confidential Information, tools, assets, accessories, formulae, documents, specifications, books etc. in your custody, care or charge and obtain clearance certificate from the relevant person/office/department, on production of which alone your dues, if any, will be settled by the Company, failing which the Company reserves the right to adjust the dues against any amounts payable to you or separately claim the same from you or use available legal remedies to recover the assets or any other amount due to the Company.
- (ii) If any Letter of Authority or Power of Attorney is issued to you, you will undertake to return it on demand or immediately upon cessation of your employment with the Company.
- (iii) Upon cessation of your employment with the Company, the Company may require you to sign appropriate release terms without any additional compensation.

## 10. LIMITATION OF LIABILITY AND INDEMNITY:

10.1 Neither party shall be liable to the other party for any indirect, incidental, contingent, consequential, punitive, exemplary, special or similar damages, including but not limited to, loss of profits or loss of data, whether incurred as a result of negligence or otherwise, irrespective of whether either party has been advised of the possibility of the incurrence by the other Party of any such damages.

10.2 The Company's liability arising out of or in connection with this Letter, whether based in contract, tort (including negligence and strict liability) or otherwise, shall not exceed the amount paid by the Company to you for a period of three (3) months preceding the cause of action.

10.3 Notwithstanding anything to the contrary contained herein, you shall indemnify and keep indemnified the Company, its directors, officers and employees from and against all claims, demands, actions, suits and proceedings (including any losses, damages, costs, charges and expenses), whatsoever that may be brought or made against the Company by any third party as a result of any act or omission, non-performance or non-observance by you of any of the terms and conditions of this Letter and/or arising from your failure to comply to any statute or enactment/s (including but not limited anti-bribery laws and data protection laws).

## 11. MISCELLANEOUS:

11.1 Notice: All notices to you in relation to your employment shall be in writing and in English language and shall be served either by hand delivery or by sending the same by registered post or by email (as per Company records) or by courier or by speed post addressed to the address mentioned hereinabove. It will be your responsibility to inform the Company of any change in your address and contact details including telephone numbers, personal email addresses etc.

All notices to the Company in relation to your employment shall be in writing and in English language and shall be served either by hand delivery or by sending the same by registered post or by courier or by speed post addressed to the Company's office address referred in the Employment Letter or by email with a physical copy by any of the abovementioned ways.

11.2 Severability: The parties acknowledge and agree that if any of the provision of this Letter is deemed invalid, void, illegal, and

unenforceable that provision stands severed from this Letter and the remaining provisions of this Letter shall remain valid and enforceable.

11.3 Publicity: You shall not use the name and/or trademark/logo of Capgemini, its group companies, subsidiaries or associates before media (irrespective of the form whether print, audio visual, electronic etc.) in any other manner which is detrimental to the interest, image and goodwill of the Company and its affiliates without prior written consent of the Company. In the event you intend to share/disclose article which includes any information about the Company or its affiliates/customers for possible publication or dissemination outside the Capgemini group, you agree to inform the Company and obtain its prior written consent on the article you wish to disclose. Further, you agree to make such modifications/deletions/revisions to the article as are requested by the Company to protect its property/interest/reputation.

11.4 Non-Disparagement: During the term of your employment with the Company and at all times thereafter, you will not make any false, defamatory or disparaging statements about the Company, or the employees, officers or directors of the Company that are reasonably likely to cause damage to any such entity or person.

11.5 Waiver: No delay or failure of any party in exercising or enforcing any of its rights or remedies whatsoever shall operate as a waiver of those rights or remedies or so as to preclude or impair the exercise or enforcement of those rights or remedies. No single or partial exercise or enforcement of any right or remedy by any party shall preclude or impair any other or further exercise or enforcement of that right or remedy by that Party. Save as expressly provided in this Letter neither party shall be deemed to have waived any of its rights or remedies whatsoever unless the waiver is made in writing, signed by a duly authorized representative of that party and may be given subject to any conditions thought fit by the grantor. Unless otherwise expressly stated any waiver shall be effective only in the instance and for the purpose for which it is given.

11.6 Integration: This Letter alongwith its Exhibit constitutes the entire understanding between the parties and supersedes all previous agreements (written or oral) between the Parties in relation to its subject-matter.

11.7 Survival: Clauses 5.1, 5.13, 6, 7, 9(c), 10, 11.1, 11.7, 11.8 and 11.9 and any other clause which by its nature is expected to survive shall all survive the expiry/termination (for whatever reason) of the Letter and shall continue to apply.

11.8 Dispute Resolution/Governing Law: The Parties to this Agreement shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. All disputes, differences and/or claims arising out of these presents or as to the construction, meaning or effect hereof or as to the rights and liabilities of the Parties hereunder and which cannot be settled by mutual conciliation shall be referred to Arbitration to be held in Mumbai in English Language in accordance with the Arbitration and Conciliation Act 1996, or any statutory amendments thereof and shall be referred to a sole Arbitrator to be appointed by Capgemini. The award of the Arbitrator shall be final and binding on Parties.

This Letter shall be governed and interpreted in accordance to the laws of India and the courts at Mumbai only shall have exclusive jurisdiction.

11.9 Rights to Injunctive Relief: You hereby expressly acknowledges that any breach or threatened breach by you of any of your obligations set forth in this Letter and/or any of the Company policies may result in significant and continuing injury and irreparable harm to Company, the monetary value of which would be impossible to establish. Therefore, you agree that Company shall be entitled to injunctive relief in a court of appropriate jurisdiction with respect to such provisions.

## CONSENT LETTER

### For use of Personal Information & Sensitive Personal Data or Information

I, \_\_\_\_\_ residing at \_\_\_\_\_, do hereby provide my express consent to my employer, Capgemini Technology Services India Limited, having its registered office at No.14, Rajiv Gandhi Infotech Park, Hinjawadi Phase III, MIDC – SEZ, Village Man, Taluka Mulshi, Pune – 411057, Maharashtra (hereinafter referred to as the "Company", which expression shall unless repugnant to the context or meaning thereof mean and include its successors, nominees, assigns and administrators) as follows:

1. That I acknowledge and provide my consent to the Company to collect, store, process, transfer and share my personal information and sensitive personal data or information and information of my dependents wherever applicable, (including sensitive personal information like bank accounts, PAN, blood group, biometric information, medical record, email addresses etc.) for purposes deemed appropriate by the Company from time to time, including but not limited to:

- a) background verification agencies for the purpose of verifying the information submitted by me basis which I have been made an offer of employment,
- b) payroll processing agencies for processing my payroll (including reimbursement claims),
- c) law enforcement agencies,
- d) to comply with a judicial/quasi judicial order,
- e) auditor (including internal auditors, statutory auditors or Capgemini's clients or their auditor) for the purpose of audit,
- f) insurance companies for the purpose of group insurance, personal accident insurance etc.
- g) service providers providing services for biometric access to office premises for monitoring attendance.
- h) foreign consulates, embassies etc and service providers (including travel agents) for the purpose of processing of visa, work permits etc.

2. Further, I also acknowledge and provide my consent to the Company to transfer and share (within India and outside of India) such information with:

- a.) affiliates of the Company for administrative purposes and/or audit;
- b.) clients/prospects in relation to any staff augmentation assignments.

3. That I agree and confirm that this consent letter shall be construed in accordance with the laws of India and the courts in Mumbai shall have exclusive jurisdiction to adjudicate upon any dispute that may arise in relation to this Consent Letter.

4. That should any provisions of this consent letter be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this consent letter shall not be affected or impaired thereby.

5. I hereby declare that the execution of this consent letter has been done out of my own free will and consent and without any undue force or coercion in any manner whatsoever.

6. I am aware that I have the right to access and rectify my sensitive personal data or information provided to the Company and corresponding obligation to immediately update my sensitive personal data or information in Company's records in the event of any change.

7. I am aware that Company has adopted security practices and procedure to ensure that the information collected is secure and these are available on the Company's intranet.

This consent letter shall come into force immediately upon its execution by me.

Name:  
Signature  
Date:



## Offer Letter - Durgaprasad Suryawanshi - Pelican.AI

1 message

HR <hr@pelican.ai>  
To: suryawanshidurgaprasad695@gmail.com <suryawanshidurgaprasad695@gmail.com>  
Cc: HR <hr@pelican.ai>

Tue, Jun 21, 2022 at 14:44

Hi Durgaprasad,

Warm Greeting from Pelican.AI !

We are delighted to offer you a Role of **Trainee – Software Engineer ( C Dev Team )** at **Pelican** and the offered role is the foundation for a rewarding career with us at Pelican. Our holistic learning and development programs will groom you further for an enriching and exciting career with us.

We would expect you to join as early as possible, but not later than **27<sup>th</sup> June 2022** beyond which the offer would stand withdrawn unless a new date is agreed to by us in writing. Your Job location would be **Mumbai, India**.

Your date of joining is Monday, 27<sup>th</sup> June 2022 at 11:00 am in Pelican, Seepz Office.

Office Address : Unit No 17 & 21, SDF 1, Seepz Gate No 1, Andheri East, Mumbai 400096.

**Total Annual CTC - INR. 4,50,000/-**

### Document Required on Date of Joining

1	Photograph	6 Copies in White Background
2	Reference details	Last Reporting Manager (2 references)
3	Pan Card & Aadhar Card	
4	Proof of Birth/ Age	School Leaving Certificate
		Passport copy
5	Address Proof	Passport copy/Driving License/
		Electricity/ Telephone Bill copy
6	Copies of Educational Certificates	From SSC onwards
7	Medical Certificate	Medical Certificate stating that you are medically fit to join our organization (ACE)
8	Vaccination Report	Final vaccination Certificated or IRCTC Negative Report.
9	Copies of Professional Experience	For all companies worked
10	Salary Slip/ Certificate and Professional Reference details	Last 3 months/ Last Reporting Manager (2 references)
11	Work Experience/Relieving Letter	From all last employers

### Note:-

1. Gratuity is paid over and above Annual CTC, as per Gratuity Act.
2. You will be eligible for a medical insurance of INR. 3 lakhs, which includes your family (spouse and 2 children), which is part of your Annual CTC, mentioned above is part of your Annual CTC, mentioned above.

Kindly acknowledge the above offer.

Don't consider this email as final offer email, as we will roll out the official offer letter to you, post your confirmation.

Best Regards,

Team HR

Nikeeta Sali.

[www.pelican.ai](http://www.pelican.ai)

Pelican ai | Payments & Financial Crime Compliance

New York • London • Amsterdam • Dubai • Mumbai

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**Date:24-Nov-2021**

To

Monish Gavali  
INDIA

Dear Monish Gavali,

**Sub: Offer of Training and Employment**

1. This has reference to the selection process for employment opportunity at Mindtree.
2. We take pleasure in informing you that you have been selected for appointment in Mindtree as an **ENGINEER** in the salary grade **C1** subject to the following terms and conditions.
  - 2.1. a) You should have completed/ complete the Degree which you pursued/ are now pursuing, without any backlog (subjects where you have not obtained the passing marks) at the time of joining
  - b) Secure 60% aggregate in the degree. Aggregate is calculated as follows:

(Total of marks obtained in all the subjects from the first to last semester)  
Aggregate =  $\frac{\text{Total of marks obtained}}{\text{Total of maximum marks}}$  \* 100  
(Total of maximum marks in all the subjects from first to last semester)

Aggregate % = Aggregate \* 100
  - c) Provide a copy of the degree certificate or provisional degree certificate along with mark sheets of all semesters on your day of joining.
- 2.2. Mindtree has training centers in Bangalore, Hyderabad, Chennai, Pune, Noida and Kolkata. Based on the preference expressed by you during the selection process, you shall initially undergo training at Mindtree training center in Pune (Orchard Learning Programme), which helps you to transition to the corporate world of technology solutions. The details of the programme and the specific address of the training location in Pune will be provided separately closer towards the joining date. Mindtree reserves the right to change the training campus location based on business needs prior to or during your training period.

  
Monish Gavali (Nov 25, 2021 13:01 GMT+5.5)

2.3. Your onboarding date would be shared with you based on your participation and achieving required milestones as per the pre- orchard learning program calendar which will be shared by you upon acceptance of this offer.

2.4. The period of Orchard Learning Programme is for 90 days and on successful completion of the programme, you shall be deployed at a location as per the business requirement of Mindtree. However, the exact duration and nature (either virtual or in-person) of the training program may vary based on the track and specific requirements. Exact duration and nature of the training shall be communicated upon joining and allocation into a technology track.

2.5. The other terms and conditions of your appointment at Mindtree is in Annexure - A. Besides, you will be governed by the rules, regulations and policies of Mindtree which will be in force from time to time.

2.6. You shall arrange to produce the following documents at the time of reporting for training or such other time prior to your date of joining, as may be required by Mindtree, for the purpose of completing the joining formalities:

- a) 10th, 12th and graduation (all semesters) mark sheets originals;
- b) Degree completion/provisional certificate original;
- c) Pan card original;
- d) Aadhaar card original; and
- e) Voter ID / Driving license original.

Mindtree reserves the right to ask for and verify additional document/s over and above the aforementioned list for your onboarding purpose and you undertake to provide the same to Mindtree.

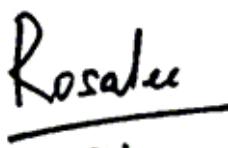
If the above terms and conditions are acceptable, you may confirm your acceptance by digitally signing this offer within 5 days from the date of receipt of this mail and offer document.

If you have any questions or need any clarification, please do not hesitate to contact us at [campus.offers@mindtree.com](mailto:campus.offers@mindtree.com).

We wish you a long and successful career with Mindtree.

We look forward to working with you soon.

Thank you,  
**For Mindtree Limited**



**Rosalee M Kombial**  
**Vice President-People Function**



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**Annexure 2****Compensation stack effective from date of confirmation****Name : Monish Gavali****Salary Grade : C1****Designation : ENGINEER**

Detailed break up of your CTC components is given below (all figures are in INR and per annum)

COMPONENTS	AMOUNT (in INR/annum)
Basic	180,000
HRA	89,916
Provident Fund	21,600
Gratuity	8,640
Insurance Benefits*	6,600
Allowance in Lieu of Reimbursement	45,252
<b>Annual Gross</b>	<b>352,008</b>
Bonus / Variable Compensation**	48,000
<b>Annual Cost to Company</b>	<b>400,008</b>

\* The Insurance coverage provided to you at the time of joining will continue on your confirmation, as per the prevailing insurance policies at the time of your confirmation. The premium for standard coverage is part of your CTC.

  
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Additionally, you will be provided with the following options for enhancing your coverage under GMC.

- You will be given an option to increase the coverage from INR 500,000. Top up options with additional / higher insurance coverage are available as per policy.
- If you opt for this, the additional premium for the increased coverage will be deducted from your salary on a pro-rated basis.
- You will be given an option to cover your Parents or Parents-in-law. If you opt for this, the additional premium for the parental coverage will be deducted from your salary.

More details on these options will be provided to you at the time of your confirmation.

\*\*The bonus component per annum is 12% of CTC. The payout will be governed by the Bonus plan applicable for the respective year. More details of the plan will be available on joining. The actual amount payable is inclusive of bonus, if any, as per the Bonus Act, 1965 and amendments thereto.

The structure of CTC shown above is indicative and by the time of your confirmation, there could be changes in the structure arising out of changes in the Income tax rules or Insurance or organization wide compensation philosophy changes. However, the CTC amount will be protected i.e., will remain the same.



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### **Annexure - 3**

#### **Terms and conditions of the Offer of Training and Employment**

- 1.** All employees of Mindtree are referred to as Mindtree Minds. Mindtree Minds who join us from campuses are referred to as Campus Minds of the particular batch of joining for convenience and identification.
- 2.** The term, "the Company" refers to Mindtree Limited.
- 3.** This letter contains broad terms and conditions of service governing this appointment which are subject to change from time to time and shall have to be read along with the rules, regulations and policies of the Company.
- 4.** You are also bound by the terms relating to Non - Disclosure, Intellectual Property Assignment, Non-Solicitation, Confidentiality, Non-Compete agreement annexed hereto at Annexure 3, and Mindtree Code of Conduct. **You are requested to go through the documents carefully and understand the terms thereof before sending your acceptance.**
- 5.** You are requested to contact the People Function team (HR team at Mindtree) for any clarifications on policies/rules/regulations, which are applicable to you. **Salary details are personal to you and you are expected to keep them confidential.** We expect you to keep the salary details confidential at all times.

#### **6. Orchard Learning Program**

6.1 On joining, you will be part of our Orchard Learning Program. The Orchard Learning Program will consist of new age methods that enable you with real world problem solving capabilities.

6.2 Orchard Learning Program spans for about 90 calendar days. However, the duration could be shortened or extended based on the business requirements and an individual's readiness for working on projects as determined by Mindtree.

6.3 The Orchard Learning Program is intensive and fast paced, requiring your focus and hard work, to learn effectively and demonstrate capabilities expected by Mindtree. You are required to ensure your 100% availability and undivided attention during the tenure of the program.

6.4 You will be continuously assessed and given feedback by experts throughout the learning program. You will be provided opportunities to demonstrate the acquired capabilities on skills such as communication, design, programming, problem solving, presentation and professionalism on engineering, business and social projects. You must clear a set of mandatory capabilities, as the qualifying criteria, for successful completion of Orchard Learning Program. The details of qualifying criteria will be communicated to you upon your joining.



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Your continued employment with Mindtree is subject to your meeting the qualifying criteria during and at the end of the Orchard Learning Program. If you meet the qualifying criteria for successful completion of the Orchard Learning Program, your employment with Mindtree will be confirmed through a written intimation shall be sent to you. If you do not meet the qualifying criteria, you will be asked to leave the services with no further assurances, risk or liability of Mindtree. Unless otherwise confirmed in writing, you will be deemed to be under the Orchard Learning Program.

## 7. Confirmation of employment

7.1 Upon confirmation, your designation will be "ENGINEER" and in the salary grade of C1 will continue. The date of confirmation is reckoned as the start date of service for all practical purposes, including statutory requirements. Date of confirmation is the start date used for provident fund, gratuity, tenure calculation for performance management cycle, increments, progression, vacation or leaves as per general policy, loans and other benefits etc.

7.2 All confirmations will be aligned to the 16<sup>th</sup> of the same month or 1<sup>st</sup> day of the succeeding month post successful completion of the Orchard Learning Program. For e.g. if you successfully complete the Orchard Learning Program any day between 1<sup>st</sup> to 15<sup>th</sup> during the month of September 2021, the date of confirmation will be 16-Sept-2021 or if you successfully complete the Orchard Learning Program any day between 16<sup>th</sup> to 30<sup>th</sup> of September 2021, the date of confirmation will be 01-Oct-2021.

7.3 The duration between the successful completion of the Orchard Learning Program and the date of confirmation is considered as part of the Orchard Learning Program.

7.4 On confirmation, your work location will be decided based on the business requirements. You are expected to report at your work location as advised.

7.5 Your joining may be revoked or your confirmation will be withheld, if any of the required joining formalities, for e.g., submission of all marks cards, degree certificates, etc., are not complied with.

7.6 Determination of adequacy and authenticity of the proofs submitted will be at the sole discretion of the Company.

## 8. Background check & references

We would be conducting a background and reference check prior to or after your expected date of joining to validate your identity and the address provided by you and to conduct any criminal checks.

Your employment with us and your continuation in service is contingent upon (i) our obtaining a satisfactory report on the background check conducted by our approved agency relating to details provided in your application etc. and (ii) your eligibility to work for the Company such as no non-compete restrictions.



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If any of the information provided by you is found to be inaccurate now or later, or if you suppress any material information, Mindtree at its sole discretion can take necessary action including but not limited to termination of employment with or without notice or compensation. In certain client projects, our clients may request additional checks, which you shall comply with.

In securing this offer, you have represented that you have certain educational qualifications. Hence, we understand that you shall provide proofs of such qualifications as applicable which we find satisfactory when asked by us or our background check agencies.

In the event of non-cooperation with the background check process, including but not limited to non-submission of requested documents and lack of response to calls and/or mails, Mindtree may, at its sole discretion, choose to terminate the employment contract between Mindtree and you with or without notice or compensation.

## **9. Compensation and benefits**

9.1 During the Orchard learning program, you will be paid a stipend of **INR 26,000** per month. Please refer Annexure 1 for details. On successful completion of the Orchard learning program, your employment with Mindtree stands confirmed. On confirmation, your total compensation would be **INR 400,008.00** per annum. Please refer to Annexure 2 for details. All payouts are aligned to salary payout, which is the last working day of the month, unless otherwise mentioned. Any payment will be after deduction of applicable taxes prevailing at the time of payout.

9.2 You will be covered under insurance from the date of joining, as detailed in Annexure 1.

9.3 If applicable, you will be eligible for relocation benefits for the relocation from a Mindtree campus/facility to your work location, as per the existing relocation policies for Campus Minds.

9.4 The performance management and career progression will be as per the existing policies.

9.5 You will not be eligible for any loans or advances during the Orchard Learning Program. You will be required to be on the rolls of the Company and not serving the notice period, for you to be eligible for sanction of loans and salary advance, payment of year-end payout component of bonus (if applicable), compensation revisions, promotions etc. You will have to refund any amounts received by you when you are not entitled for the same.

9.6 Duration of unpaid vacations will not be considered while the Company is computing the tenure for benefits like gratuity, compensation revisions, promotions etc. which have a tenure eligibility component, amongst other criteria.



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## 10. Vacation and leave

10.1 No leaves are allowed during the Orchard Learning Program except the statutory holidays and other Mindtree official holidays applicable to the Orchard Learning Program candidates in general.

10.2 Any absence during the Orchard Learning Program due to any grave personal emergency will be dealt on a case to case basis and will be considered as loss of pay and deducted from your stipend on pro-rata basis. Recovery of the amount towards loss of pay during the Orchard Learning Program may happen either during the Orchard Learning Program itself or the first month of confirmation or final settlement on cessation of employment, as the case may be.

10.3 On confirmation, you will be eligible for leaves as per the general leave policy as in force in the Company from time to time.

## 11. Termination of employment

### 11.1 During Orchard Learning Program

#### a) Termination for cause

Your employment with Mindtree will be terminated without any notice or stipend or compensation in lieu of notice in the below circumstances which you agree are reasonable and acceptable:

- Failing to meet the qualification criteria during the Orchard Learning Program assessment
- Unauthorized absence during the Orchard Learning Program
- Non-compliance to Mindtree integrity policy and other disciplinary expectations.

Examples of acts which cause termination on disciplinary grounds are employing unfair means during assessments, submitting fake bills for any reimbursements, submitting fake medical certificates, submitting fake documents, misuse of access cards, not being available in office without prior intimations and for unreasonable durations, not clearing background verification checks, misuse of Company assets, violation of Company policies & Code of Conduct, indulging in acts of sexual harassment, persistent irregularity in attending the learning sessions without valid reasons, being absent for assessments without prior permission, becoming insolvent, absconding etc. This list is only indicative and not comprehensive.

If Mindtree terminates your employment, for reasons other than your performance (meeting the qualifying criteria during and at the end of the Orchard Learning Program) and disciplinary grounds, you will be terminated from employment with immediate effect and return Mindtree assets immediately.

#### b) Termination for convenience

If you wish to terminate your employment during the Orchard Learning Program, you will be required to notify your resignation in writing. On acceptance of your resignation, you will be intimated about your relieving date and you are expected to comply with all separation procedures and return of the Mindtree assets, within two working days.



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## 11.2. After confirmation

### a) Termination for cause

Mindtree may terminate your employment, with immediate effect, without any notice or salary or compensation in lieu of notice, on disciplinary grounds, which may include any act of integrity violations. Examples of acts which cause termination on disciplinary grounds are employing unfair means during assessments, submitting fake bills for any reimbursements, submitting fake medical certificates, submitting fake documents, misuse of access cards, not being available in office without prior intimations and for unreasonable durations, not clearing background verification checks, misuse of Company assets, violation of Company policies & Code of Conduct, indulging in acts of sexual harassment, persistent irregularity in attending the office without valid reasons, becoming insolvent, absconding etc. This list is only indicative and not comprehensive. In event of termination due to such reasons, you agree that notice requirements shall not apply. In case of your unauthorized absence, without intimation or permission or prior sanction of leave, or being absent beyond the period of leave originally granted or subsequently extended, for a period of 10 working days or more, it shall be considered that you are no longer interested in continuing employment with the Company, in such a case, it shall be deemed that you have abandoned your services. In such an event, the management shall terminate your services without any notice or salary or compensation in lieu of notice.

### b) Termination for convenience

1. If you wish to terminate your employment, you will be required to give an advance notice of **three (3)months**, in writing to the company. If at your request, Mindtree agrees to relieve you before serving the full notice period, you will be liable to pay to Mindtree, the salary for the balance notice period along with other amount payable by you to Mindtree. Both Mindtree and you agree that this amount is fair and legally enforceable in the event of any default from your side. Mindtree, at its sole discretion, may provide waiver on the notice period. If there is any failure to comply with the separation procedures within a reasonable time frame, then it will be handled as Termination on disciplinary grounds. If Mindtree terminates your employment, for reasons other than disciplinary grounds, you will be given an advance notice of three months, in writing.
2. If Mindtree decides to relieve you before the completion of the notice period, the salary for the balance notice period would be paid to you after adjusting the amounts payable by you to Mindtree.
3. Salary for the purpose of notice period means the two components of Basic & Flexible Expenditure Plan (FEP), in your compensation at the time of termination of your employment.

  
 Monish Gavali (Nov 25, 2021 13:01 GMT+5.5)

### 11.3 Common guidelines to be complied with, on termination for any reason, and at any time of your employment

- a) On termination of your employment for any reason, you shall comply Mindtree's separation procedures, sign all required documents and return all Mindtree assets with you. Mindtree will not be bound to pay the final dues, if any, till you have completed all the separation procedures and returned all the payments that Mindtree may have due from you under any loans, liens, or borrowings you may have made.
- b) If there is any failure to comply with the separation procedures within a reasonable time frame, then it may be handled as termination on disciplinary grounds based on assessment of the circumstances.
- c) Mindtree, at its sole discretion, may extend the time frame of notice period for compliance.

### 12. Nature of employment

12.1 The offer of appointment has been made on the basis that the declaration made by you during the selection process and subsequently at the time of joining are complete and correct. If it is found that you have concealed any information which have material bearing on your employment or you have made any wrong declaration, your employment may be termination without any notice, salary or payment in lieu of notice. **The Company reserves right to have your background check either directly or through an outside agency and by accepting the terms of appointment, your consent for the same is deemed to have been given.**

12.2 **The employment at Mindtree is exclusive and you shall devote your full time for discharging the roles and responsibilities entrusted to you. You shall not take up any employment part-time or full time for consideration or on honorary basis without the prior written consent of Mindtree either during Orchard Learning Program or after your confirmation.**

### 13. Other Agreements

You may be required to sign necessary agreements with Mindtree and its clients as required and complete various formalities as per those agreements at the time of joining and during the tenure with the Company. You may also be required to sign other agreements with the Company, as the Company may decide from time to time, in order to secure the interests of the Company and also to ensure your performance and adherence to all terms, conditions, rules and regulations of the Company.



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#### **14. Transfer**

14.1 You could be transferred to any of other offices/branches/subsidiaries/affiliates, either domestic or abroad, should the need arise. You will abide by the Company's rules, regulations and policies, as may be in effect from time to time with respect to your function, grade or location where you work in.

14.2 On confirmation of your employment through the successful completion of the Orchard Learning Program, relocation from a Mindtree training center in Pune to the work location as determined by Mindtree, will be as per the existing relocation policy for Campus Minds.

#### **15. Retirement and retirement benefits**

15.1 Subject to your confirmation after the completion of training at Mindtree training center in Pune, your service in the Company is valid till the date of retirement (last day of the month of your sixtieth birthday). For this purpose the date of birth as declared in the application form for selection, will be treated as final.

15.2 Retirement benefits, i.e. Provident Fund and Gratuity, are effective from the date of confirmation.

15.3 Compliance will be as per the prevailing statutory requirements at any point of your employment with Mindtree.

#### **16. Intellectual property**

If you conceive any new or advanced methods of improving process/formulae/systems in relation to the operation of the Company or an intellectual property in course of your training or work, such developments will be fully communicated to the Company and the Company will have the full ownership sole right/property of the same. You hereby assign all intellectual property rights and moral rights to Mindtree.

  
 Monish Gavali (Nov 25, 2021 13:01 GMT+5.5)

## 17. Mindtree's Code of Conduct and Policies

17.1 Mindtree has a 'Code of Conduct' that is applicable for all Mindtree Minds undergoing training. The Code of Conduct also applies to your tenure with Mindtree after the completion of the training at Mindtree and your employment at Mindtree while at Mindtree location or at a Mindtree customer location.

17.2 You will be requested to sign your acceptance and adhere to these terms upon joining.

17.3 Any subsequent updates of the Policies and Code of Conduct shall automatically apply to your employment with Mindtree. You are required to keep yourself updated at all times of these Policies and Code of Conduct.

## 18. Tax implication

You are solely responsible for declarations and implications arising thereof for all personal income tax purposes.

## 19. Reimbursement of travel expense for joining Mindtree

Expenses incurred by you for joining Mindtree will be borne by you and will not be reimbursed by Mindtree.

## 20. Personal Safety and conduct

You understand that during your training and employment with Mindtree, you shall be responsible for your conduct and personal safety. You shall indemnify Mindtree, its directors and employees from any claims, legal or financial arising out of your own actions or omissions or indulging in activities that endanger your personal safety and release Mindtree of all liabilities to you or your family arising from your acts or omissions.

## End of Annexure 3



Monish Gavali (Nov 25, 2021 13:01 GMT+5.5)

## Code of Conduct

### **Summary:**

Mindtree Minds are expected to follow a professional code of conduct and work ethics. The intent of this document is to lay the ground rules for professional and disciplined behavior in the office premises and/or at client locations. Mindtree cannot anticipate all situations that may arise during your employment. When in doubt about an appropriate course of conduct, please contact your supervisor or a People Function representative.

Your employment with Mindtree is subject to your acceptance of this Code of Conduct Procedure. All Mindtree Minds are required to read, understand and sign the Code of Conduct procedures when they are hired.

### **Objective:**

To define guidelines on the professional code of conduct and work ethics in the office premises and/or at client locations.

### **Eligibility/Applicability:**

All Mindtree Minds, Mindtree's clients, vendors, partners etc.

### **Code of Conduct :**

The policy details various scenarios under which Code of Conduct is monitored.

#### **1) Personal Interest v/s Mindtree's interest**

In day-to-day work scenarios, you could face situations where a possible course of action would advance your personal interests at the expense of the company. In such situations, you are expected to put the best interests of the company first. When in doubt, please check with People Function and/or your Manager.

#### **2) Use of proprietary or confidential information of third party**

You should not disclose to Mindtree, bring onto Mindtree's premises or induce Mindtree to use any confidential information that belongs to anyone other than Mindtree or yourself. You are instructed neither to make use of any confidential or proprietary information of a third party in the course of performing your job duties or services, nor include or incorporate any such information with or into any product or work that you create, design, or develop for or on behalf of Mindtree in the course of performing your duties or services unless you have the prior written consent of Mindtree. Reference to 'Mindtree' above includes Mindtree's clients, vendors and partners as well.

#### **3) Office for Profit**

Without the consent of Mindtree, you are prohibited from initiating or accepting any work as an Employee, consultant, adviser or as a member of board of directors of any other company. If you wish to seek approval for such outside work, please contact your People Function representative.

#### **4) Vendor relationship**

In your capacity as a Mindtree Mind or Consultant, neither you in the capacity of employee nor any of your immediate family members can be a vendor of Mindtree. You shall not accept advice, service, or gifts or presents in kind or cash from a vendor of Mindtree with a value greater than \$25. If you receive any gifts from a vendor with a value greater than \$25, or if a vendor engages in a pattern of offering you small gifts, please inform your reporting manager or ask People Function for guidance.

#### **5) Using Mindtree's time and assets**

You should not use Mindtree's or its customers' time or any of its assets for performing outside or personal work. In addition, you should not abet, entice, motivate, help, or coerce fellow employees to use such time and assets for outside or personal work that could reasonably be construed to have a detrimental effect on Mindtree.

#### **6) Personal Relationship**

Your spouse or any other member in your immediate family may be working with a competitor or vendor of Mindtree. This calls for extra-sensitivity to confidentiality of Mindtree's information as there is a possibility that the closeness in relationship could lead to inadvertently compromising Mindtree's interest. You are requested to be aware of the potential conflicts that might arise and inform the People Function accordingly.

If you are a member of an Enabling function such as People Function, Finance, IS etc you cannot have an immediate family member employed in another function/role in Mindtree, unless it has been explicitly approved by the head of People Function.

#### **7) Equal Opportunity**

Mindtree is an equal opportunity employer and makes employment decisions on the basis of merit. The Company seeks to have the best available individual(s) in every position. Mindtree prohibits unlawful discrimination based on race, color, citizenship, religion, sex, national origin, age, disability, or family, marital or veteran status, or any other characteristic protected by federal, state or local laws.

Mindtree is committed to complying with all applicable laws providing equal opportunities to individuals regardless of race, color, citizenship, religion, sex, national origin, age, disability, or family, marital or veteran status, or any other characteristic protected by law. This responsibility applies to all persons involved in the operations of Mindtree and prohibits unlawful discrimination by any Mindtree Mind, including supervisors and coworkers.

Mindtree prohibits taking negative action against any Mindtree Mind for reporting a possible deviation from this policy or for cooperating in an investigation. Any Mindtree Mind who retaliates against another Mindtree Mind for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination of employment.

#### **8) Dating/Romantic/Sexual Relationships**

Mindtree recognizes that sometimes employees enter into personal relationships in the workplace, and this provision is not intended to prohibit such relationships. However, certain romantic or sexual relationships can interfere with the smooth operation of its business. Some of these relationships can also result in actual or potential disclosure of confidential or sensitive information and can have other detrimental effects. Mindtree reserves the right to determine when a relationship presents a problem in the workplace.

Without limiting its discretion to address problematic relationships or situations, Mindtree offers the following guidelines:

During working time and in working areas, employees must keep personal exchanges limited so that others are not distracted or offended, and so that productivity is maintained. During nonworking time, such as lunches, breaks and before and after work periods, employees may have appropriate personal conversations in non-work areas as long as their conversations and behaviors could not be perceived as offensive or uncomfortable to a reasonable person. Employees are strictly prohibited from engaging in conduct that would be deemed inappropriate by a reasonable person while on company premises, regardless of whether they are working at the time.

Mindtree generally considers employee off-duty conduct as private, as long as the conduct does not create problems within the workplace. Exceptions to this principle, however, involve 1) romantic or sexual relationships between supervisors and subordinates (regardless of the reporting structure) or 2) romantic or sexual relationships between any employee in the People Function or Finance departments and any other employee. Both employees involved in a relationship in either of these categories must immediately disclose to Mindtree the existence of a romantic or sexual relationship. Such required disclosure must be made in writing to People Function. People Function will provide an appropriate form upon request. Failure to make this disclosure may result in disciplinary action up to and including termination of employment. This disclosure will enable Mindtree to determine whether, given the relative positions of the individuals involved, action should be taken.

If Mindtree determines that action must be taken, it may ask one or both of the employees to transfer to another position, location, or project. If a transfer proposed by Mindtree is refused, or if Mindtree determines that the situation cannot be adequately addressed by transfer (or if Mindtree determines that transfer otherwise would not be in the best interests of Mindtree), Mindtree may terminate the employment of one or both employees. Mindtree has the sole discretion to determine whether a problem exists and how to address it. Accordingly, Mindtree is not limited to transfer and discipline/termination as its only options.

## **9) Personal Behavior**

Mindtree expects all Mindtree Minds to be honest and fair in dealing with people, customers, vendors, competitors or others because you are the brand ambassador of Mindtree and your actions help to form others' impressions about Mindtree.

## **10) Breach of Discipline**

As discussed above, Mindtree expects all Mindtree Minds to behave in a professional manner. Listed below are categories of inappropriate conduct that may lead to disciplinary action, up to and including termination of employment from Mindtree (This list is just illustrative and not exhaustive).

"Theft, fraud, forgery, embezzlement, misappropriation; dishonesty, harassment, indecent behavior, sexual advances, suggestive remarks, racial slurs, derogatory remarks/discrimination on - disability, veteran status, national origin, sexual orientation, race, color, religion, political affiliation, sex, or age. The list also includes forwarding/ viewing pornographic material at work or on work computers or other devices, willful insubordination, disobedience, absence without leave, habitually irregular attendance, neglect of work, willful damage of company property, disclosing/divulging trade secrets/confidential information/special processes/methodologies, unfair dealing with parties, false representation/misrepresentation, false recording/reporting of information, drunkenness, riotous behavior, commission of certain criminal offense(s), aiding or abetting any act listed herein, willful breach of law/rule / policy / guideline/procedure, working under the influence of alcohol or illegal drugs, creating/encouraging an offensive work environment, etc."



Mindtree  
A Larsen & Toubro Group Company

In the event Mindtree receives information suggesting that you may have engaged in any of the conduct described above, People Function personnel may require you to undergo necessary tests/assessments/inquiry as appropriate. You will be expected to cooperate in any investigation People Function or Mindtree management conducts or directs. Mindtree reserves the right to test Mindtree Minds for drug and alcohol use for cause or when a client requires testing.

## 11) Usage of Assets

As a Mindtree Mind, you will come in contact with the below mentioned assets as part of your job. You shall not disclose or divulge any of these assets without permission. You also shall not give false information, misinterpret or misquote any of these assets.

Information which can safely be construed as intellectual property or as copyrightable material includes the following -

- Product of ideas and hard work
- Confidential data
- Any business/functional plan
- Personal information
- Design
- Processes and know-how
- Any internal databases
- Patents /application
- Copyrighted material
- Methodologies, Services etc.

You will also ensure that company confidential information is not used for -

- Benefiting a third party,
- Having reciprocal dealings for personal benefits,
- Acquiring pirated, illegal unlicensed software,
- Receiving or giving extensive gifts/presents,
- Following any practices that lead to monopolies or restrict trade,
- Causing any violation of legal or statutory requirements, etc.

Please understand that unintentional disclosure of proprietary information can be just as harmful as intentional disclosure. Hence you are directed not to disclose Mindtree's confidential information to anyone (including fellow employees, if you are unsure of whether to divulge or not) unless otherwise required or permitted by law or directed by Mindtree management.

## **12) Workplace Etiquettes**

Workplace etiquette and housekeeping of personal space is a discipline. You must keep your desk space area clean at all times and should put away any papers, books, files, stationery, etc. when you close work for the day. You must ensure that you maintain minimum noise levels at all times so as not to disturb others. Please be conscious of Mindtree's Green council policy while using company / customer provided resources like printers, stationery, etc.

All Mindtree facilities/ campuses are designated as non-smoking zones. If you wish to smoke at work, please make use of designated smoking areas only.

It is imperative to safeguard the assets (computers, telephones, LCD, etc.) of the company from dishonest, illegal or willfully negligent acts. It is a serious violation to remove any assets from the company or use for personal benefit.

## **13) Information Disclosure**

As a Mindtree Mind, you are expected to maintain the confidentiality of Mindtree's trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how and technology. If in doubt about whether a document or other information should be considered confidential, please contact your supervisor or People Function representative.

Mindtree Minds should not speak to the media on Mindtree's behalf without contacting company spokesperson/public relations personnel. All media inquiries should be directed to them.

You must be aware that Mindtree subscribes to the provisions and guidelines of security controls as defined under ISO 27001 in the current form and with any subsequent changes. In Mindtree, you are expected to adhere to the defined compliance under the security policy. Any breach of information security controls may result in disciplinary action up to and including termination of employment.

## **14) Information privacy**

For privacy related rights please refer to the Data Privacy Policy available in People hub and <https://www.mindtree.com>.

### **Agreed and Accepted**

**Signature :** 

**Name :** Monish Gavali

**Date :** Nov 25, 2021



19-Nov-2021

**Dear Pooja Prakash Avhad,**  
B.E., Information Technology  
Sir Visvesvaraya Institute of Technology, Nashik

**Candidate ID – 17849148**

Thank you for exploring career opportunities with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. You have successfully cleared our initial selection process and we are pleased to make you an offer of employment. This offer is based on your profile and performance in the selection process.

You have been selected for the position of **Programmer Analyst Trainee**

During your probation period of 12 months, which includes your training program, you will be entitled to an Annual Total Remuneration (ATR) of INR **401,988/-**. This includes an annual target incentive of INR **22,500/-** as well as Cognizant's contribution of INR **19,500/-** towards benefits such as Medical, Accident and Life Insurance. The incentive amount may vary, depending on Cognizant's performance and your performance. The other details about your compensation are detailed in **Compensation and Benefits**. Your compensation is highly confidential and if the need arises, you may discuss it only with your Manager.

On successful completion of the probation period, clearing the required training assessments and subject to you being part of a delivery project, your Annual Total Remuneration (ATR) would stand revised to INR **Rs. 450,500/-**. This includes an annual target incentive of INR **22,500/-** as well as Cognizant's contribution towards benefits such as Medical, Accident and Life Insurance, as applicable.

Your appointment will be governed by the terms and conditions of employment as presented in **Employment Agreement**. You will also be governed by the other rules, regulations and practices in vogue and those that may change from time to time. Your compensation is highly confidential and if the need arises, you may discuss it only with your Manager.

Please note:

1. This appointment is subject to satisfactory background verification including professional reference checks and you securing a minimum of 60% aggregate (all subjects taken into consideration) with no standing arrears in your Graduation/Post-Graduation.

This offer from Cognizant is valid for 3 months and hence you are expected to accept or decline the offer through the company's online portal within this time-period. In case we do not receive any response from you within this time-period, this Offer shall stand withdrawn and will be considered as void. Any extension to the offer validity will be at the sole discretion of Cognizant

2. Prior to commencing employment with Cognizant you must provide Cognizant with evidence of your right to work in India and other such documents as Cognizant may request.
3. Prior to joining Cognizant, you must successfully complete the prescribed Internship or Continuous Skill Development (CSD) program as detailed below:

At Cognizant, we invest in skill and capability development of our campus selects even before they join us. This is through Cognizant Internship and Continuous Skill Development (CSD) program. These programs focuses primarily on technical skills development. You could enroll in either of these as per your college processes while in the final semester and continue with skill building until you join Cognizant. This forms a critical part of your employment with Cognizant. Your onboarding with Cognizant would be prioritized

based on the successful completion of same. In event of non-completion of the Internship or Continuous Skill Development program, Cognizant may at its sole discretion revoke this offer of employment.

### 3.1 Cognizant Internship:

- a) Cognizant Internship is for approximately 3 to 6 months based on business skilling requirements. The performance during Internship would be monitored through formal evaluations and rewarded with monthly stipend. The stipend details would be notified upon your registration for Internship.
- b) Interns are covered under Cognizant's calendar holidays and need to adhere with attendance requirements and pre-approvals are to be sought towards unavoidable leave or break requests from the program.

### 3.2 Continuous Skill Development (CSD) Program:

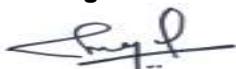
- a) CSD program is offered through a platform based engagement model combined with integrated skill assessment and certifications as the CSD program completion criteria. Upon meeting the completion criteria of the CSD program, enrolled candidates would be eligible for a one-time Cognizant CSD rewards post joining Cognizant. The Cognizant CSD reward details would be provided after your enrollment into the program.
- b) There would be zero tolerance to malpractices and misconduct during Internship and CSD engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship and CSD program terms and conditions from time to time.

### 3.3 GenC Training Post joining:

- a) Cognizant continues to invest in skill building of the entry-level talent and GenC training is a formal on-the-job training offered to trainees based on the business specific skilling needs. The terms and conditions of this training will be governed by Cognizant GenC program guidelines.
- b) The Cognizant Internship or the Continuous Skill Development (CSD) completion may qualify as the entry criteria to the GenC training and is used as basis towards your allocation to projects/roles.

We look forward to you joining us. Should you have any further questions or clarifications, please log into <https://campus2Cognizant.cognizant.com>

Yours sincerely,  
**For Cognizant Technology Solutions India Pvt. Ltd.**



Maya Sreekumar  
**Vice President – Human Resources**

I have read the offer, understood and accept the above mentioned terms and conditions.

**Signature:**

**Date:**

**Compensation and Benefits**

<b>Name:</b> Pooja Prakash Avhad	<b>Designation:</b> Programmer Analyst Trainee
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Sl. No.	Description	Monthly	Yearly
1	Basic	10500	126,000
2	HRA*	6300	75,600
3	Conveyance Allowance*	800	9,600
4	Medical Allowance*	1250	15,000
5	Company's contribution of PF #	1800	21,600
6	Advance Statutory Bonus***	2000	24,000
7	Special Allowance*	7349	88,188
	<b>Annual Gross Compensation</b>		<b>359,988</b>
	Incentive Indication (per annum)**		22,500
	<b>Annual Total Compensation</b>		<b>382,488</b>
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	<b>Annual Total Remuneration</b>		<b>401,988</b>

As an associate you are also entitled to the following additional benefits:

- Floating Medical Insurance Coverage
- Round the Clock Group Personal Accident Insurance coverage
- Group Term Life Insurance
- Employees' Compensation Insurance benefit as per the Employees' Compensation Act, 2010
- Gratuity, on separation after 4 years and 240 calendar days of continuous service, payable as per Payment of Gratuity Act

**Leave & Vacation:**

- From the Date of your Joining, you will be entitled with the below mentioned leaves as per your eligibility in line with the statutory requirements. You shall be entitled to avail the leaves only with prior approval from your Manager

SI No	Category of Leave	No. of leave days
1	Earned Leave	18
2	Sick Leave	12
3	Casual Leave	6

- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit Act
- In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the Cognizant India Leave policy

**Provident Fund Wages:**

- For the purpose of computing PF Wages to Provident Fund, Pension Fund & EDLI Scheme, PF Wages shall be Monthly Gross Salary as per Annexure A of this letter excluding "Advance Statutory Bonus" & "House Rent Allowance" will be considered. This does not include payments made through "Special Payout".
- Determination of PF Wages for the purpose of contribution: PF contribution shall be payable on the earned PF wages or PF wages as per this letter, whichever is lesser

**Employees State Insurance:**

- Eligibility to ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF & ESI contribution from the monthly Gross Compensation (AGC/12) as per Annexure A of this letter.
- Monthly ESI contribution will be computed on total remuneration paid to an Associate in a particular month which includes any recurring (or) adhoc special payouts during the month.
- ESI shall be continued till end of the contribution period (Apr to Sep & Oct to Mar), if the Associate contributes even for one month in the said contribution period.

\* **Flexible Benefit Plan:** Your compensation has been structured to ensure that you are adequately empowered to apportion components of your salary in a manner that suits you the best. This plan will enable you to

1. Choose from a bouquet of allowance or benefits
2. Redefine your salary structure within prescribed guidelines
3. Optimize your earnings

\*\* **Incentive Indication:** Incentive amount may be higher, lower, or nil as per the terms described herein. The incentive program is discretionary, subject to change, and based on individual and company performance. It is prorated to the duration spent with Cognizant India for the calendar year and will be paid to you only if you are active on Cognizant's payroll on the day of incentive payout.

\*\*\***Advance Statutory Bonus** is in line with the provisions of Payment of Bonus Act, 1965.

**Note:** Any statutory revision of Provident Fund/ESI Contribution or any other similar statutory benefits will result in a change in the Net take home salary and the Annual Gross Compensation will remain the same. Cognizant has made this offer in good faith after expending significant time and resources in the hiring process. We hope you will join us, but appreciate your right to pursue another path. Your formal commitment to joining us forms the basis of further planning and client communication at Cognizant. If you renege on the commitment and decide not to join us after signing the offer letter, Cognizant reserves the right to not consider you for future career opportunities in the company. We look forward to welcoming you to Cognizant.

## **Employment Agreement – Cognizant Technology Solutions India Private Limited**

This Employment Agreement ("Agreement") is made effective as of \_\_\_\_\_ between:

Cognizant Technology Solutions India Private Limited, a company incorporated under the Companies Act, 1956 with its registered office at 5/535, Okkiam Thoraipakkam, Old Mahabalipuram Road, Chennai - 600096, Tamil Nadu, India; (hereinafter referred to as "Company" or "Cognizant" which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

Pooja Prakash Avhad, 22, residing at \_\_\_\_\_ (hereinafter referred to as "you", "your" or "yourself", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

The Company and you are, wherever the context so requires, hereinafter collectively referred to as the "Parties" and individually as "Party".

### **RECITAL:**

WHEREAS, you desire to be employed by the Company and the Company has made an employment offer ("Employment Offer Letter") to you and in pursuance thereof desires to employ you on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the Parties hereto mutually agree to the below mentioned terms and conditions governing your employment with Cognizant:

### **1. Duties and Responsibilities**

- a. You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honour and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.
- b. Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.
- c. You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

### **2. Place of Employment**

You will be employed at any one of Cognizant's offices as per business requirement. The Company reserves the right to transfer you on a temporary or permanent basis to the other office locations, functions or departments within the Company and/or other affiliated entities and assign such other duties as may be deemed fit in the interest of the Company. The Company also reserves the right to require you to work remotely from time to time as per business needs or government mandate.

### **3. No Alternate Employment, No Conflict, Etc.**

During your employment with the Company, you shall not, without the Company's prior written consent, directly or indirectly employ or engage with any other person, business or entity, whether or not for any gain or profit, irrespective of whether it is during or outside your hours of work in the Company. Additionally, you are not allowed to undertake any other gainful employment, engagement, business, assume any public office or private office, honorary or remunerative position, without prior written permission of the Company. During your employment with the Company, you shall not directly or indirectly engage in any conduct in conflict with or averse to the best interests of the Company, as determined by the Company at its sole discretion. In addition, you shall not disclose, divulge or bring on to Cognizant's

systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

#### **4. Confidentiality**

- a. During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties' (with which the Company has any dealings), which information and/or documents are private, business sensitive, confidential and/or proprietary (together, the "Confidential Information"). You are obliged to keep the Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.
- b. Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such breach. The obligations imposed upon you under this clause 5 will survive even after cessation of your employment with the Company.
- c. You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d. You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e. You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, or suppliers or any third parties.
- f. You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.
- g. The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

#### **5. Data Protection**

By signing below,

- a. you hereby provide your consent to Cognizant, its affiliates and their clients for the holding and processing of your personal data for all purposes of the administration and management of your employment and/or the Company's business,
- b. you hereby provide your consent to your personal data including any sensitive personal data or information being collected and the same being transferred, stored and/or processed by Cognizant in India and any other countries where Cognizant, its affiliates and their clients have offices,
- c. you agree that Cognizant and its affiliates may make such data available to its advisors, service providers, other agencies such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and regulatory authorities,
- d. you have the right to amend, modify or alter your personal information. The Company will exercise all reasonable diligence for safeguarding your personal information, as has been disclosed by you. It is clarified that the obligation will not be applicable in case of legally required disclosures, and
- e. you acknowledge and agree that Company may, in the course of its business, be required to disclose personal data relating to you, after the end of your employment to any group/statutory bodies/authorities as required under applicable law/requirements.

#### **6. Work Schedule**

- a. The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be notified to you.
- b. The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in consonance with any applicable laws for the time being in force. Any changes to be made to the above work timings or days shall be made by the Company at its sole discretion and notified to you in advance.
- c. The Company may also require you to work on a shift basis. The shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. The shift timings may change from time to time as per

any Company policy and which will be notified to you in advance.

d. Your office timings shall be monitored by the Company through appropriate systems & processes, as updated from time to time and you shall ensure compliance to the processes and policies at all times.

## **7. Background Check**

Your employment with Cognizant is conditional and subject to satisfactory background and reference check in line with the Company's policy. An independent agency may conduct internal and external background checks, for which you provide your consent. The Company's offer of employment and/or continued employment is subject to satisfactory background verification report.

The Company shall be entitled to withdraw its employment offer if the background verification checks reveal unfavorable results at any time. Similarly, in case if your background verification report is found to be unfavorable or unsuccessful after you joining the Company, then the Company reserves the right to terminate your employment immediately.

## **8. Compliance with Company Policies**

As a condition of employment with the Company and as part of your joining formalities, you are required to comply or execute the following Company agreement and attest your understanding and adherence to following Company policies:

- i. IP Assignment Agreement
- ii. The Code of Business Ethics
- iii. Acceptable Use Policy and Social Media Policy
- iv. Dress Code Policy

Additionally, you will also be governed by other applicable Company rules, processes, procedures and policies as may be drafted, enforced, amended and/or altered from time to time and which are not specifically mentioned in this Agreement. The applicable rules/ processes/ procedures/ policies are available on the Company's intranet and you are expected to go through the same carefully as a condition of your employment. For any clarification in relation to applicable policies, guidelines, processes, please reach out to your HR Talent Manager. It is your responsibility to keep yourself informed of any and all changes made by the Company to such policies from time to time. If at any time during your employment with the Company, you are found in violation of any applicable rules, processes, procedures or policies of the Company, the Company reserves the right to take disciplinary action against you, including termination of your employment without notice period.

## **9. Non-Compete and Non-Solicit Restrictions**

During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of termination of your employment.

## **10. Representations and Warranties**

By signing below,

- a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;
- b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity(ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;

c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and

e. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

## **11. Indemnity**

You agree to indemnify and hold harmless the Company and its affiliates from and against any and all direct or indirect losses or damages, injury or liability for a claim of damage, loss or injury to person or property, suffered or sustained by Company and its affiliates which is attributable to you, resulting from any of your act or omission irrespective of whether it constitutes a breach of the terms of your employment or negligent performance of your duties as expected from you while in employment of the Company.

## **12. Business Engagement, Learning and Development and Project Deployment**

In order to ensure that you are fully equipped to adapt to the demanding needs of our clients, the Company has several policies and processes relating to deployment of employees to projects, Career Architecture program, performance evaluation, learning and development/trainings and avenues of up-skilling. As a condition of your employment with the Company, you are responsible for upskilling yourself to make yourself eligible for appropriate business/client projects, thereby promoting the spirit of meritocracy and career development with the goal of providing world-class services to our clients. Therefore, you shall adhere to and meet the obligations under all such policies and processes, including the Associate Deployment Pool Policy and those that may be changed by the Company from time to time.

## **13. Unauthorized Absence**

If you are absent from work for a continuous period of 3 days or as prescribed by applicable laws, without the prior written consent from your approving authority, it will be construed that you have voluntarily abandoned your employment with the Company. The Company shall be entitled to take appropriate disciplinary action(s) against you as per the Company's Job Abandonment Policy.

## **14. Retirement**

You will automatically retire from employment with the Company on the last day of the month in which you attain the age of fifty-eight (58) years. It is hereby clarified that the Company reserves its right to change the retirement age at its sole discretion.

## **15. Termination of Employment**

a. The Company may terminate your employment at any time with or without assigning any reasons by providing 90 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period. You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from the employment of the Company, the Company may at its sole discretion, allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.

b. Notwithstanding the aforesaid or anything else to the contrary, the Company may, at its sole discretion, suspend, lay off, dismiss, discharge and/or terminate your employment with immediate effect by a notice in writing (without any notice period or salary in lieu of any notice period) in the event of your:

- Misconduct, as provided in Misconduct and Disciplinary Action Policy
- Non-adherence to Associate Deployment Pool Policy
- Violation of Social Media Policy or Conflict of Interest Policy
- Breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to the Company's asset/property or reputation
- Insubordination or failure to comply with the directions given to you by persons so authorized
- Insolvency or conviction for any offence involving moral turpitude
- Breach of any terms or conditions of the Agreement and/or Company's policies or other documents or directions of the Company
- Violation of non-disparagement obligations

- Conduct, which is regarded by the Company as prejudicial to its own interests or to the interests of its client.

## **16. Deputation, Assignment and Transfer**

The Company may second, depute or assign you to work with any of its affiliates or transfer your services to any group company worldwide. On any such secondment, deputation, assignment or transfer of your employment, the Company and/or affiliate may require you to sign the applicable Overseas Deputation / International Employment Agreement(s) of the specific country, based on the policies of the Company.

## **17. Survival**

Clauses 5, 6, 10 and 12 and any other clauses, which by their nature are expected to survive, shall all survive the termination of your employment (for any reason) and shall continue to apply to you even after cessation of your employment with the Company.

## **18. Dispute Resolution and Governing law**

The Parties shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

## **19. General**

This Agreement and your employment is personal to you and you cannot assign, subcontract or transfer your rights or obligations hereunder to any other person or entity. No delay or failure by Company to exercise any of its powers, rights or remedies under this Agreement or otherwise will operate as a waiver of such powers, rights or remedies. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable, the validity of the other remaining provisions of the Agreement shall not be affected. You shall not make any announcement concerning Company, its affiliates and their employees, contractors or clients without Company's prior written consent and you shall not use or disclose the name, trademark, domain name, service mark, logo or any other intellectual property of Company and its affiliates and their employees, contractors or clients.

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto, are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof.

You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

**Cognizant Technology Solutions India Private Limited    Pooja Prakash Avhad**

Sign: \_\_\_\_\_  
Name:

Sign: \_\_\_\_\_  
Name:

Candidate ID: 4212238 /588321,

Date of Joining: 12/29/2020,

Joining Location: Mumbai,

Designation: Analyst,

**Dear Pranita Dattatray Shirsat,**

To ensure that you experience a smooth onboarding, we would like to help you with a brief agenda for your day one at Capgemini.

1.	Welcome Address
2.	Verification of master data sheet, which contains your detailed information.
3.	Verification of joining documents*
4.	Receipt of employee handbook and visitor-cum-bus pass
5.	Submission of signed documents
6.	Receipt of hard copy of offer letter
7.	ID cum access card formalities
8.	Bank account opening formalities
9.	Meeting the buddy

Please report by 8:30 am at Mumbai office, for joining formalities as per the address mentioned below:

Address

CAPGEMINI Knowledge Park, IT 1 / IT 2, TTC Industrial Area, Thane-Belapur Road,  
Airoli, Navi Mumbai, Maharashtra - 400708

Please carry a complete set of original and photocopied documents (2 sets) as specified below.

1. Hard copy / email copy of Capgemini offer letter shared with you

**Employment Documents:**

**Current Employment( Immediate Previous)**

- a) Relieving letter /Experience Certificate( if both these documents are not there, Resignation Acceptance Resignation acceptance mail is mandatory/Automated Copy of email resignation/Approved mail resignation (mentioning of last working day from the HR is mandatory)
2. b) Payslips for last 3 months
- c) Form 16
- d) Salary Account 6 months Bank Statement
- e) Letter of appointment/Offer letter from employer which captures start date

**Previous Employment**

Service/Relieving Certificate all employments- Mentioning date of joining ,designation and last working day

**Education Documents**

- a) 10 Marksheets and certificate.
- b) 12th marksheets and Certificate.
3. c) Graduation Marksheets and certificate/Diploma certificate.
- d) Post-Graduation Marksheets and degree certificate(If applicable)
- e) Any other relevant certificate

**Proof of identity/ Address**

- a) PAN Card
  - b) AADHAR Card
  - c) Passport
- In case any of the proof of Identity/Address mentioned above not available then any TWO of the below proofs
4. i) Voters Id
  - ii) Driving License
  - iii) Ration card
  - iv) Electricity Bills
  - v) Gas card
  - vi) Notarized Self Affidavit

5. Passport size photographs(6 nos)

6. **Self Employed/CO-owner/Freelancing/ Partnership employment(s)(if applicable)**

- a) Form 16/Form 26AS
- b) Bank statement for 6 months
- c) Shop License

7. Cancelled Cheque of Saving Bank Account having IFSC Code details - Mandatory

8. Details of your Provident Fund, Employees' Pension Scheme and Universal Account Number, if earlier member PF/EPS scheme Mandatory.

Please note that Capgemini may ask you to submit additional documents as and when required, especially with respect to the Background verification process.

**In the absence of the above listed documents your onboarding may be delayed or deferred.**

Kindly note:

- Capgemini has a dress code policy and you need to always dress in formal attire.
- If you are driving to office on the first day, please ensure you are there by 8:15AM, and contact security at the main gate for your entry pass.

Best Regards,  
Team HR

The information contained in this message is proprietary and confidential. Copyright © 2013. All rights reserved by Capgemini.

## EMPLOYMENT OFFER LETTER

Capgemini Ref: 4212238 /588321,

12/16/2020,

Pranita Dattatray Shirsat  
Nashik Sinnar,  
Nashik ,Maharashtra,  
India

Confidential

**Dear Pranita Dattatray Shirsat,**

Pursuant to our discussions, we are pleased to offer you employment opportunity, on probation basis, with **Capgemini Technology Services India Limited ('Capgemini' or 'Company')** starting from **12/29/2020** (or such other date as may be communicated to you by the Company), as per details given below.

- A) Your current designation will be **Analyst/A4**
- B) You will be required to work at the Company's offices in location **Mumbai**
- C) On joining you will be under probation for 6(six) months from the date of joining. During this period your all-inclusive Annual target compensation (on a cost to company basis) will be **INR 300,002.00 (Rupees Three Lakh and Two only)**. Please refer **Annexure-A** for details. Subsequent to your successful completion of training and probation after six months from your date of joining, your all-inclusive annual target compensation (on a cost to company basis) will be revised to **INR 380,006.00 (Rupees Three Lakhs Eighty Thousand and Six only)**. Please refer **Annexure -B** for details.

Your compensation shall be paid on a monthly basis, in arrears. The company shall deduct tax at source at the time of making payment.

The breakup of your all-inclusive annual target compensation is as follows:

## Annexure - A

**Pranita Dattatray Shirsat**

**Analyst**

Total Cost to Company (CTC). **Rs.300,002.00**

<b>Monthly Components</b>	<b>Per Month</b>	<b>Annualized</b>
Basic	Rs 10,000.00	Rs 120,000.00
House Rent Allowance	Rs. 4,089.00	Rs 49,068.00
Other Reimbursements & Allowances#	Rs. 0.00	Rs.0.00
Personal Allowance	Rs. 5,000.00	Rs. 60,000.00
Advance Statutory Bonus	Rs. 2,980.00	Rs. 35,760.00
<b>Gross monthly salary</b>	<b>Rs.22,069.00</b>	<b>Rs. 264,828.00</b>
<b>Statutory payments ++</b>		
Capgemini's contribution to PF ++	Rs.1,800.00	Rs.21,600.00
Gratuity (accrual only)		Rs.5,772.00
<b>Total Fixed Compensation</b>		<b>Rs.292,200.00</b>
<b>Total Cash Compensation</b>		<b>Rs.292,200.00</b>
<b>Benefits</b>		
Medical, Accident & Life Insurance Premium		<b>Rs. 7,802.00</b>
Capgemini contribution to ESI		Rs.0.00
<b>Total Cost to Company</b>		<b>Rs. 300,002.00</b>

Total Cost to Company		Rs. 300,002.00
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### Annexure - B

PranitaDattatray Shirsat

Analyst

Total Cost to Company (CTC).

Rs.380,006.00

Monthly Components	Per Month	Annualized
Basic	Rs.10,860.00	Rs.130,320.00
House Rent Allowance	Rs.5,430.00	Rs.65,160.00
Other Reimbursements & Allowances#	Rs.5,285.00	Rs.63,420.00
Personal Allowance	Rs.4,140.00	Rs.49,680.00
Advanced Statutory Bonus	Rs.2,980.00	Rs.35,760.00
<b>Gross monthly salary</b>	<b>Rs.28,695.00</b>	<b>Rs.344,340.00</b>
<b>Statutory payments ++</b>		
Capgemini's contribution to PF ++	Rs.1,800.00	Rs.21,600.00
Gratuity (accrual only)	Rs.522.00	Rs.6,264.00
<b>Total Fixed Compensation</b>	<b>Rs.31,017.00</b>	<b>Rs.372,204.00</b>
Special Incentives##	Rs.0.00	Rs.0.00
<b>Total Cash Compensation</b>	<b>Rs.31,017.00</b>	<b>Rs.372,204.00</b>
<b>Benefits</b>		
Medical, Accident & Life Insurance Premium		Rs.7,802.00
Capgemini contribution to ESI		Rs.0.00

Total Cost to Company		Rs.380,006.00
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# You may choose any of the following optional instruments that are a part of the Other Allowance & Reimbursements. Balance amount that is not claimed will be paid as Taxable on monthly basis after withholding taxes. For details on claiming these instruments please check the [Other Allowance and Reimbursements FAQ and Claim Forms.](#)

Other Allowance & Reimbursements	Annualized
Telephone	19,800.00
LTA	60,000.00
Meal Coupons	24,000.00
Vehicle Reimbursement	21,600.00

#### Notes:

1. The payroll processing will be as per Company policy notified from time to time.
  2. Employees should decide on the Other Allowances and Reimbursements (OAAR) at the time of joining; any changes will be accepted as per Company policy applicable from time to time.
  3. For claiming tax benefit in case of admissible allowances and reimbursements (eg. LTA, telephone etc), you will have to submit supporting (bills) to the Company's satisfaction along with the reimbursement claim form in the prescribed format and within the timeline stipulated by the Company. The reimbursements will be processed as per the applicable Company's policies, which are subject to change without notice. The payments described above will not be further grossed up for taxes and you will be responsible for the payment of all taxes due with respect to such payments, which will be deducted at source as per the applicable law. In case of any under-withholding, you shall be responsible to pay the necessary tax and any interest/penalty thereon.
  4. In cases where Permanent Account Number (PAN) is not produced, highest tax rates will apply to all amounts on which tax is deductible at source under the applicable tax law.
  5. The Company reserves the right to change the compensation structure and/or the compensation components from time to time.
- ++ These statutory payments are included based on current applicable practice and law and are subject to changes based on changes in law from time to time. Also, please further note, that any changes /modification to statutory payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However, Company shall endeavor to inform you, via separate email communication, about any changes/ modification to statutory payment.
- ++ Employee's contribution towards PF and ESI will be made from the monthly salary. If employee moves out of ESI coverage on account of his/her salary crossing the defined threshold, deduction of employer and employee's contribution would continue up to the ESI contribution cycle defined by law.
- \*\* This is the maximum limit you are eligible for. You may choose any of the following optional components under 'Other Allowance & Reimbursements'. Non taxable components (except Meal Coupons) would be paid based on a claim by employee through payroll. Taxable component would be paid on a monthly basis. All payments will be based on Company's policies.

D.)

The following elements are included in the compensation package stated above:

1. Provident Fund- You will be covered under the Capgemini Technology Services India Limited Employees' Provident Fund (PF) scheme wherein, the Company will contribute towards PF at the statutory rate as may be defined by the government from time to time. Your contribution and the Company's contribution have been included as a part of the above-mentioned compensation.
2. Gratuity- Upon cessation of employment after completion of continuous service of at least five (5) years with the Company, you will be eligible for gratuity as per the Payment of Gratuity Act. The amount towards gratuity accrual forms a part of the above-mentioned compensation.
3. ESIC- In the event you are eligible, you will be covered under the Employees' State Insurance Act wherein, the Company will contribute towards ESIC at the statutory rate. Your contribution and the Company's contribution form a part of the above-mentioned compensation.

NOTE:

- a.) All statutory payments are demonstrated based on current applicable practice and law and may be subject to changes based on changes in law from time to time. Further, any changes/modification to statutory payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However, Company shall endeavor to inform you, via separate communication, about any changes/modification to statutory payment.

E.)

As an employee of the Company, you shall be entitled to the following benefits subject to any change made by the Company from time to time:

1. Group Medical Insurance- In accordance with the Company's policy, you and your immediate family (as defined in the Company's policy) shall be covered under the Medical Insurance policy held by the Company. Additionally, if you are required to travel abroad, you may be covered under the Company's Overseas Medical Insurance Policy.
2. Group Personal Accident Insurance- You shall be covered under the Personal Accident Insurance Policy held by the Company.
3. Group Term Life Insurance- You shall also be covered under the Group Term Life Insurance Policy held by the Company.
4. Transport Facility- Bus transport facility may be available, by paying nominal charges as per Company's policy, on various routes at different Company locations. If you opt for the facility, the applicable charges will be deducted from your salary in the monthly payroll.
5. Annual Leave/Public Holidays- You will be eligible for annual leaves and public holidays as determined by the Company's Leave Policy which is subject to change from time to time.

If you become indebted to the Company for any reason, the Company may, if it so elects, set off any sum due to the Company from you against the compensation payable to you and collect any remaining balance from you.

- F.) Probationary Period:
1. You will be on probation for a period of six months from your date of joining the Company and continuity of your employment with the Company is dependent on confirmation of your employment. The Company reserves the right to revise the probation period depending on your performance and/or other consideration.
  2. At any time during your probation period the Company may confirm your employment by way of a written communication, if your performance is found to be satisfactory. Your probation shall be deemed extended, for a period not exceeding 30 days, in a situation where you do not receive the aforesaid written communication from the Company.
- G.) Performance Review: You will be eligible to participate in Company's performance review process as per Company policy.
- H.) Conditions of hire:
1. Your employment with the Company will be subject to the following pre-conditions:
    - a. You will submit relevant documents as mandated by the Company;
    - b. You obtain requisite certification or complete mandated assessments which are basis for offering you employment opportunity with the Company;
    - c. You obtain a clear discharge and/or relieving letter from your most recent employer (prior to joining the Company). Nevertheless you must submit a clear discharge and/or relieving letter within fifteen (15) days of joining the Company;
    - d. You represent that acceptance of employment with the Company does not breach any terms/provisions of your previous employment agreement or any other agreement to which you are bound.
    - e. You acknowledge that the Company has offered you employment based on the fact that there are no pending claims, actions, suits or proceedings against you which might reasonably be expected to have an adverse effect on your ability to perform your duties hereunder and/or upon the Company.
    - f. You provide two satisfactory references, one being from your most recent employer (prior to joining Capgemini);
    - g. Your background verification check (including address, academics, employment, criminal etc as applicable) conducted by the Company is cleared; and
    - h. You represent that you have not been involved in any fraud, unethical and/or immoral acts, departmental inquiry in your previous employment(s) and/or been part of any pending investigation (whether judicial, quasi-judicial or otherwise) which you have not disclosed from the Company prior to your joining.
  - i. Your employment shall be subjected to the below-mentioned additional terms and conditions.
    - a. You should clear the final degree examination and submit your degree marks sheet and/or certificate, as a proof of

a. You should clear the final degree examination and submit your degree marks sheet and/or certificate, as a proof of passing. In the event you fail to clear the final examination in the first attempt or fail to submit the proof of the same by 30-January-2021, our Offer shall stand automatically revoked or otherwise your employment with the Company shall cease immediately without any further obligation or liability upon the Company.

b. You will be required to clear the mandatory Entry Level Certification Training Test of the Company in the first attempt. The details of the mandatory certification and the test will be communicated to you upon your joining the Company. If you do not successfully clear such test, your employment with the Company shall cease immediately without any further obligation or liability upon the Company.

c. As a condition of your employment with the Company, you will be required to undergo certain specialized training, certification and/or skill up gradation, at the cost, resource and expense of the Company. In consideration thereof, you shall be required to sign a training agreement or service agreement with the Company, and inter alia provide a commitment to work for the Company for 24 months, failing which there would be certain monetary liabilities that you would need to bear. Prior to acceptance of our Offer, you may request HR Department for more details in this respect including draft of such an agreement, for your review.

You fill the complete Back ground verification link given along with the welcome mail of the offer.

- j. You have achieved minimum 60% aggregate in all semesters of your graduation.
- k. You submit the following mandatory documents before the date of joining..
  - 1. Highest Degree/Provisional Certificate and Final year Mark sheet.
  - 2. In case you do not have the Education documents on the Day of joining, you should submit the same to the HR not later than 3 months from Date of Joining.
- l. You will join our Fresher training and for successful completion of training you will be evaluated upon defined parameters and will be required to score a minimum percentage. Details pertaining to fresher training will be provided to you separately at the time of on-boarding.
- 2. Your employment is inter alia based on the information furnished by you to the Company including declarations and undertakings thereto. If at any time during your employment with the Company, the Company discovers that you have furnished any false, fake, forged information (including documentation) for securing employment with the Company or otherwise, the Company reserves the right to take disciplinary action against you, including, but not limited to, right to terminate your employment without notice and your employment with the Company will be void ab-initio.

- I.) Your employment with the Company will also be governed by the terms and conditions of employment contained in **Exhibit 1** attached hereto.
- J.) The Company's address for sending notice in relation to your employment is as below:

Kind Attn: Head - Human Resources

Address: Capgemini Technology Services India Limited,  
Capgemini Knowledge Park, IT 3 IT 4, SEZ, Thane-Belapur Rd, TTC Industrial Area, Airoli, Navi Mumbai, Maharashtra 400708

Email: [hremployeeservices.in@capgemini.com](mailto:hremployeeservices.in@capgemini.com)

You are required to treat this letter and its contents as strictly confidential and should not disclose the same to any person or entity (except to your advisors, attorneys and accountants, for seeking their advice) without our prior written consent.

At Capgemini, one of our goals is to afford all our people the opportunity to pursue their careers, to achieve their personal best, and to balance their personal and professional goals. Capgemini values your abilities and believes it can provide you with an atmosphere in which you can develop your professional talents to the fullest.

As a token of your acceptance of our offer of employment with the Company, please sign in the space provided below and return a duplication version of this letter immediately to us within fifteen (15) days from the date of this letter. Our offer shall automatically lapse unless (i) you confirm your acceptance of it and return a copy to us within the prescribed time and (ii) you join us on or before your date of joining stated in this Employment Offer Letter.

For Capgemini Technology Services India Limited



Anilkumar Singh  
Head - Talent Acquisition & Resourcing

Acceptance

I have read and understood the contents of this Employment Offer Letter and Exhibits hereto (hereinafter 'Letter') and accept all the terms and conditions of this Letter in its totality. I confirm that there are no other oral/written understandings other than as detailed herein between me and Capgemini Technology Services India Limited.

This Letter supersedes all previous agreements (written or oral) between the parties in relation to the subject-matter. I confirm that I am not breaching any terms or provisions of any prior agreement or arrangement by accepting this offer.

---

Name: Pranita Dattatray Shirsat

Date: 12/16/2020

## **EXHIBIT 1**

### **Terms & Conditions of Employment with Capgemini Technology Services India Limited**

#### **1. CURRENT WORK LOCATION:**

1.1 Capgemini Technology Services India Limited ("**Capgemini**" or "**Company**") may require you to work at other Company locations and/or on customers' sites both, within or outside India. The Company shall seek to give you reasonable notice of extensive travel requirements, and to take into account your personal circumstances where appropriate.

1.2 Depending upon exigencies of business you may be transferred/deputed, at Company's sole discretion, within India or outside by the Company in any capacity as the Company may desire from time to time, from:

- a) one location to another; or
- b) one team/department/account/function/Business Unit to another; or
- c) one project/job to another; or
- d) the Company to any other group entity or affiliate or any other business associate as the Company may deem appropriate from time to time.

1.3 Such transfer/deputation/assignment/relocation shall not entitle you to ask for revision in your salary or any terms or conditions of your service. The Company does not guarantee the continuation of any benefits or perquisite at the new location. In all such cases of transfer/deputation/assignment/relocation you will be governed by the relocation policies and policies of the Company existing at that time. Consequent to such transfer/deputation/assignment/relocation, you will be governed by the terms and conditions of service as applicable to your category of employees in the new location (which includes but is not limited to office days/hours and holidays).

#### **2. DUTIES AND RESPONSIBILITIES:**

2.1 You shall devote your skill, knowledge and working time to the conscientious performance of your duties and responsibilities towards the Company. You shall perform your duties with diligence, devotion and discretion. You shall comply with all directions given to you by your reporting manager/supervisor and shall faithfully observe all the rules, regulations and Company policies. Further, the Company may, at any time, in its sole discretion, suitably modify your roles, responsibilities and duties.

#### **3. COMPENSATION:**

3.1 Your all-inclusive annual target compensation and corresponding details are provided in the Employment offer letter.

#### **4. TRAINING:**

4.1 During the term of your employment, the Company may offer you an opportunity to undergo certain specialized training, certification and/or skill upgradation from time to time, which shall inter alia enhance your career opportunities at the Company and otherwise. In case you accept the Company's offer for training, the Company is likely to incur expenses including in relation to training costs, course fees, recruitment and induction costs, salary and benefits during training period, opportunity loss, etc. Depending on the nature of training/certification and corresponding cost and expenses, the Company may require you to execute training agreement with the Company for a specific period (which will be indicated to you at that time) in consideration of the cost the Company would be incurring for such training/certification. Under such training agreement, you shall agree to inter alia serve a minimum term of employment with the Company, failing which you will be required to reimburse the Company for the cost of training/certification identified in the training agreement and any other costs related to the training/certification.

#### **5. COVENANTS AND REPRESENTATIONS:**

5.1 You also agree that during the term of your employment with the Company and for twelve (12) months after the cessation of employment, regardless of the reason of cessation of employment, you will not:

- a.) directly or indirectly, on your own behalf or on behalf of or in conjunction with any person or legal entity, recruit, hire, solicit, or induce, or attempt to recruit, hire, solicit, or induce, any employee of the Company with whom you had dealings, personal contact or supervised while performing your duties or otherwise, to terminate their employment relationship with the Company;
- b.) directly or indirectly, solicit or attempt to solicit business, customers or suppliers of the Company or of its affiliates;
- c.) directly or indirectly, solicit or attempt to solicit or undertake employment with any client of the Company or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company; and
- d.) provide or attempt to provide professional services similar to those provided by the Company to its current or prospective customers, with whom you (i) had business interactions or any other dealings on behalf of the Company during your employment with the Company and/or (ii) had been directly associated with the customer in relation to a project.

5.2 You and the Company acknowledge and agree that the duration and scope of the Covenants contained herein are fair and reasonable. Accordingly, you and the Company agree that, in the event that any of the covenants contained herein are nevertheless determined by a judicial or quasi judicial body to be unenforceable because of the duration or scope thereof, the judicial or quasi judicial body making such determination may reduce such duration and/or scope to the extent necessary to enable such judicial or quasi judicial body to determine that such covenant is reasonable and enforceable, and to enforce such covenant as so amended.

5.3 You will also be governed by all applicable rules, processes, procedures, and policies (including but not limited to Information Security Management System (ISMS) policies and procedures, Code of Business Ethics of the Company, which are not specifically mentioned in this Letter. The applicable rules/processes/procedures/policies are available on the Company's Intranet and you are expected to go through the same carefully. For any clarification in relation to applicable rules/processes/procedures/policies, please get in touch with concerned department. If at anytime during your employment with the Company, you are found in violation of any applicable rules, processes, procedures, or policies of the Company, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

5.4 Capgemini prides itself as a company with the highest order of ethical conduct in its dealings with employees, customers, service provider, agents, governments or any other third party. It is important that you fully understand this philosophy and the relevant policies. If at anytime during your employment with the Company, you are found to be in violation of such policy and/or generally accepted ethical/moral standards, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

5.5 You declare that you are medically fit to carry out the duties expected of you by the Company. You represent that you have no communicable disease and you are not addicted to drugs or any other substance of abuse. During the term of your employment with the Company, you are required to be medically fit to perform the duties assigned to you from time to time. As to whether you are medically fit, is an issue which will be professionally determined by the Company and you shall be bound by such determination. The Company may require you to undergo periodical medical examination as and when intimated to you by the Company.

5.6 You represent that you are not in breach of any contract with any third party or restricted in any way in your ability to undertake or perform your duties towards the Company. You covenant that you will be fully responsible for any personal liabilities that may arise as the result of an agreement or arrangement between you and any third party and that the Company will in no way be concerned with such liabilities.

5.7 You will at all times maintain your ability to be employable and in the event of any change in your personal circumstances resulting in possible alteration to the employability status, you will keep the Company informed in writing about such change.

5.8 During your employment with the Company, to meet the exigencies of business, the Company may require you to (i) work on any project that you are assigned to, on any technical platforms/skills and nature of the project or (ii) work night hours or (iii) work in shifts (including night shifts).

5.9 Regardless of any secondment to any of the Company's affiliated entity/business associate/joint venture or where you may be required to work overseas for any such entity for an extensive period, you shall at all times remain an employee of the Company exclusively and shall not be entitled to any such foreign salary or benefits (including medical insurance, green card sponsorship, etc.) payable or applicable to employees of such other Capgemini entities other than the salary and benefits specified in the Employment Letter and/or the salary and benefits that may be determined by Capgemini and communicated to you in writing.

5.10 Unless specifically authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company. You shall also not enter into any commitments or dealings on behalf of the Company for which you have no express authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company.

5.11 During the period of employment, you agree not to draw, accept or endorse any cheque or bill on behalf of the Company or, in any way, pledge the Company's credit except so far as you may have been authorized by the Company to do so, either generally or in any particular case.

5.12 During the term of your employment, you shall not communicate with the media or with journalists in relation to the Company or its affairs, without obtaining a specific prior written permission from the Company.

5.13 You acknowledge and provide your consent vide Consent Letter for use of personal information including Sensitive Personal Data or Information ("SPDI") to the Company (a) to share your sensitive personal data or information about you and/or your dependents (wherever applicable) provided to the Company with third parties for purposes deemed appropriate by the Company from time to time; (b) to share information about you with affiliates of the Company for administrative purposes/audit and with clients/prospects in relation to any staff augmentation requirements; (c) to treat any personal data to which you have access in the course of your employment strictly in accordance with Company policies and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you. You further acknowledge and consent for use of your personal images and voices in marketing material, videos, etc; and confirm that you have read and understood the Company's Privacy Policy in relation to the collection, processing, use,

storage and transfer of SPDI and you agree to the terms thereof.

5.14 You agree to comply with all laws, ordinances, regulations applicable in relation to your employment with the Company including but not limited to the anti-corruption laws, anti bribery laws such as Prevention of Corruption Act, 1988 of India, the Foreign Corrupt Practices Act, 1977 of the United States and the Bribery Act 2010 of the United Kingdom and/or data privacy laws. Without limiting the generality of the foregoing, you represent and covenant that you have not, and shall not, at any time, during your employment with the Company, pay, give, or offer or promise to pay or give, any money or any other thing of value, directly or indirectly, to, or for the benefit of: (i) any public servant, government official, political party or candidate for political office; or (ii) any other person, firm, corporation or other entity, with knowledge that some, or all of that money, or other thing of value will be paid, given, offered or promised to a public servant, government official, political party or candidate for political office, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with the Company's business.

5.15 You hereby represent to the Company that:

- a.) you are legally permitted to reside and be employed in India;
- b.) you have reviewed these terms and conditions and that you understand the terms, purposes and effects of the same;
- c.) you have accepted these terms and conditions only after having had the opportunity to seek clarifications;
- d.) you have not been subjected to duress or undue influence of any kind to accept these terms and conditions and these terms and conditions will not impose an undue hardship upon you;
- e.) you have accepted these terms and conditions of your own free will and without relying upon any statements made by the Company or any of its representatives, agents or employees; and
- f.) you have all requisite power and authority, and do not require the consent of any third party to accept our offer.

## 6. CONFIDENTIALITY:

6.1 This is a highly Confidential and Private document. You are required to maintain, at all times, the confidentiality and ensure that the contents or details of this Letter are not shared with anyone.

6.2 You are aware that in the course of your employment with the Company, you shall have access to Confidential Information. "Confidential Information" shall mean and include, but not limited to, proprietary, confidential, sensitive, personal information about inventions, products, designs, methods, know-how, techniques, trade secrets, systems, processes, strategies, software programs, content, data, techniques, plans, designs, programs, customer information, works of authorship, intellectual property rights, customer lists, employee lists and any other personally identifiable information about any employee of the Company or its affiliate or personally identifiable information of its customers or clients of its customers, user lists, vendor lists, content provider lists, supplier lists, pricing information, projects, budgets, plans, projections, forecasts, financial information and proposals, intellectual property, terms of this Letter and any other information which due to the nature or character of such information, any prudent person might reasonably under similar circumstances treat such as confidential or would expect the Company to regard such information as Confidential, all regardless as to whether such information is in written form or electronic form or disclosed orally before or after the date hereof.

6.3 You agree that you may receive in strict confidence all Confidential Information of the Company, its affiliates or its clients or prospective clients of the Company or its affiliates. You further agree to maintain and to assist the Company in maintaining the confidentiality of all such Confidential Information, and to prevent it from any unauthorized use.

6.4 You agree and confirm that, you will, at all times:

- a) maintain in confidence all such Confidential Information and will not use such Confidential Information other than as necessary to carry out the purpose for which it was shared with you;
- b) not disclose, divulge, display, publish, or disseminate any such Confidential Information to any person except with the Company's prior written consent;
- c) treat all such Confidential Information with the same degree of care that you accord to your own confidential information, but in no case less than reasonable care;
- d) prevent the unauthorized use, dissemination or publication of such Confidential Information;
- e) not copy or reproduce any such Confidential Information except as is reasonably necessary for the purpose for which it was shared with you;
- f) not share such Confidential Information with any third party (specifically those person who are in the same field of activities as that of the Company or are in direct or indirect competition to the Company);
- g) not use such Confidential Information in any way so as to procure any commercial advantage for yourself or for any third party or in a manner that is directly or indirectly detrimental to the Company;
- h) neither obtain nor claim any ownership interest in any knowledge or information obtained from such Confidential Information; and
- i) not use or attempt to use any such Confidential Information in any manner that may harm or cause loss or may be reasonably expected to harm or cause loss, whether directly or indirectly, to the Company, its affiliates or its customers.

6.5 All such Confidential Information shall remain the sole and exclusive property of the Company, and no license, interest or rights (including, without limitation, any intellectual property rights) to such Confidential Information, or any copy, portion or embodiment thereof, is granted or implied to be granted. Nothing in this Letter shall limit in any way the Company's right to develop, use, license, create derivative works of, or otherwise exploit its own Confidential Information.

6.6 You shall be under no obligation of maintaining confidentiality of such Confidential Information as per provisions of this clause if the information:

- a) was in your possession before receiving the same from the Company pursuant to this Letter;
- b) is or becomes a matter of public knowledge through no fault of yours; or

c) is rightfully received by you from a third party without a duty of confidentiality.

6.7 If you are served with a court or governmental order requiring disclosure of any part of such Confidential Information, you shall, unless prohibited by law, promptly notify the Company before any disclosure and cooperate fully (reasonable expense to be borne by the Company) with Company and its legal counsel in opposing, seeking a protective order or limit, or appealing any such subpoena, legal process, request or order to the extent deemed appropriate by the Company.

6.8 Upon cessation of your employment with the Company or on a written request of the Company, whichever is earlier, you shall return or destroy (at the Company's option) any part of such Confidential Information that consists of original, and copies of, source material provided to you and still in your possession and, if requested by the Company, shall provide written confirmation to the Company to that effect.

6.9 You shall not, whether during your employment and/or after cessation of your employment, for whatever reason, use, disclose, divulge, publish or distribute to any person or entity, otherwise than as necessary for the proper performance of your duties and responsibilities under this Letter, or as required by law, any confidential information, messages, data or trade secrets acquired by you in the course of your employment with the Company.

6.10 If you are found to be in breach of this clause, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

6.11 You shall maintain the confidentiality of all price sensitive information and shall handle all such information on a strict 'need to know' basis i.e. disclose only to those within the Company who need the information to discharge their duty. You shall not pass on such information to any person directly or indirectly by way of making a recommendation for the purchase or sale of securities. Further, during your employment, you shall be subject to applicable trading restrictions e.g. when the trading window is closed, you shall not trade in the Company or any of its affiliates' securities during such period.

## 7. INTELLECTUAL PROPERTY:

7.1 "Intellectual Property Rights" shall mean all industrial and intellectual property rights (including both economic and moral rights), including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, databases, algorithms, manuscripts, computer programs and other software, know-how, trade secrets, proprietary processes and formulae, inventions, trade dress, logos, design and all documentation and media constituting or relating to the above.

7.2 You represent that all services performed by you for the Company shall be your original work and shall not incorporate any third party materials or work in which you or any third party asserts an ownership interest or Intellectual Property Right. Provided that in the event the Company is held liable or is faced with a claim for your violation of any Intellectual Property Rights belonging to a third party, you undertake to indemnify the Company (and/or any of its affiliates, as the case may be) against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court fees resulting there from.

7.3 If at any time during your employment with the Company, you (either alone or with others) whether or not during normal business hours or arising in the scope of your duties of employment make, conceive, create, discover, invent or reduce to practice any invention, modification, discovery, design, development, improvement, process, software program, work of authorship, documentation, formula, data, technique, know-how, trade secret or any Intellectual Property Right whatsoever (including all work in progress) or any interest therein (whether or not patentable or registrable under copyright, trademark or similar statutes or subject to analogous protection) (collectively 'Developments') that:

a) relates to the business of the Company (or its affiliate), or to its customers or suppliers, or to any of the products or services being developed, manufactured, sold or provided by the Company (or any of its affiliate) or which may be used in relation therewith;

- b) results from tasks assigned to you by the Company; or
- c) results from the use of premises or personal property (whether tangible or intangible) loaned, eased or contracted for by the Company or its affiliate,

such Developments (including all work in progress) and the benefits thereof shall immediately become the sole and absolute property of the Company, as works made for hire or otherwise, and you shall immediately disclose to the Company, without cost or delay and without communicating to others the same, each such Development and all available information relating thereto (with all necessary plans and models).

7.4 You hereby irrevocably, absolutely and perpetually assign any and all rights (including any Intellectual Property Rights) you may have or acquire in the Developments and all benefits and/or rights resulting there from to the Company and its assigns without additional compensation on worldwide basis. You acknowledge that the salary and other payments receivable by you from the Company is adequate compensation for such assignment. You hereby waive and quitclaim to the Company any and all claims of any nature whatsoever that you may now have or may hereafter have in and to the Developments (including all work in progress).

7.5 All such assignment of rights shall be perpetual irrevocable, universal and shall not lapse, even if the Company fails at any time to commercially exploit any such Developments. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, any assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to you, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. You hereby agree to waive any right to and refrain from raising any objection or claims to the Copyright Board with respect to any assignment, pursuant to Section 19A of the Copyright Act, 1957. You further agree to assist and cooperate with the Company in perfecting the Company's rights in any of the Developments.

7.6 Any assignment of copyright hereunder (and any ownership of a copyright as a work made for hire) includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as 'moral rights' (collectively '**Moral Rights**'). If, you are deemed under applicable law to retain any rights in any Developments, including without limitation any Moral Rights, you hereby waive, and agree to waive, all such rights. To the extent that such waivers are deemed unenforceable under applicable law, you grant, and agree to grant, to the Company or its assigns the exclusive, perpetual, irrevocable, universal and royalty-free license to use, modify and market the Development, without identifying you or seeking your consent.

7.7 If you are not employed with the Company at the time when the Company requests your assistance in connection with the foregoing, the Company will pay you for your reasonable time expended in complying with the above terms at an hourly rate equal to the effective hourly rate at which you were paid the Company immediately prior to your termination as an employee.

7.8 Should the Company be unable to secure the signature on any document necessary to apply for, prosecute, obtain, protect or enforce any Intellectual Property Rights, due to any cause, you hereby irrevocably designate and appoint the Company and each of its duly authorized officers and agents as your agent and attorneys to do all lawfully permitted acts to further the prosecution, issuance, and enforcement of the Intellectual Property Rights or protection in respect of the Developments, with the same force and effect as if executed and delivered by you.

7.9 Notwithstanding the foregoing, you will also be bound by Capgemini's policy with respect to Intellectual Property.

## 8. CONFLICT OF INTEREST:

8.1 During your employment, you will not, directly or indirectly, whether alone or as a partner joint venture, officer, director, employee, consultant, agent, independent contractor or stockholder of any company, business or other commercial enterprise: (i) engage in any business activity similar in nature to any business conducted or planned by the Company, or (ii) compete in any way with products or

services being developed, marketed, distributed or otherwise provided by the Company.

8.2 You shall not undertake, whether directly or indirectly any full time or part time employment or operate or manage business of any kind whatsoever, so long as you are in employment with the Company.

8.3 During your employment if you become aware of any potential or actual conflict between your interests and those of the Company, then you shall immediately inform the Company about such conflict. Where the Company is of the opinion that such a conflict does or could exist, it may direct you to take appropriate action(s) to resolve such a conflict, and you shall comply with such instructions.

8.4 During the course of your employment, you shall not, either directly or indirectly, receive or accept for your own benefit or the benefit of any person or entity other than the Company any gratuity, emolument, or payment of any kind from any person having or intending to have any business with the Company.

8.5 To perform your duties towards the Company, you will have access to email, internet, Company assets (desktop, laptop, mobile phones etc.) and other Company infrastructure. You shall ensure that at all times your use of such facilities meets the ethical and social standards of the workplace. Further, your use of such facilities must not interfere with your duties and must not be illegal or contrary to the interests of the Company.

## 9. RETIREMENT/TERMINATION:

a.) Retirement

- (i) You will automatically retire from employment with the Company on the last day of the month in which you complete sixty (60) years of age. It is hereby clarified that the Company reserves the right to change the retirement age.

b.) Notice Period/Termination

- (i) During the probation period, your employment with the Company may be terminated (i) by you, upon giving the Company three months' written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you two months' written notice or payment of gross salary in lieu thereof.

Upon confirmation, your employment with the Company may be terminated (i) by you, upon giving the Company three months' written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you three months' written notice or payment of gross salary in lieu thereof.

- (ii) Notwithstanding anything to the contrary, the Company reserves the right to relieve you from services of the Company only upon your satisfactory handover of all the duties and responsibilities assigned to you (including but not limited to any knowledge transfer and serving the notice period conditions).

- (iii) Notwithstanding the aforesaid or anything else to the contrary, the Company may suspend, dismiss, discharge or terminate your employment with immediate effect by a notice in writing (without salary in lieu of notice), in the event of (i) fraudulent, dishonest or undisciplined conduct by you, (ii) you committing a breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to the Company's asset/property, (iii) your insubordination or failure to comply with the directions given to you by persons so authorized, (iv) your insolvency or conviction for any offence involving moral turpitude, (v) your breach of any terms or conditions of this Letter or the Company's policies or other documents or directions of the Company, (vi) you going on or abetting a strike in contravention of any law for the time being in force, (vii) you conducting yourself in a manner which is regarded by the Company as prejudicial to its own interests or to the interests of its clients or (viii) misconduct by you as provided under the labour laws and/or in the Company policies.

- (iv) In the event of willful neglect or breach of any of the terms hereof or refusal on your part to carry out the lawful instructions of any authorized officer of the Company or being guilty of misconduct, the Company may terminate your employment forthwith

without notice and with no obligation to pay you any compensation.

- (v) In case you absent yourself from duty continuously, without prior authorization, for ten (10) consecutive calendar days or more you shall be deemed to have left and relinquished the service on your own accord and such relinquishment of service shall be deemed as a repudiation of your employment. In such circumstances, the Company will have the discretion of (a) adjusting salary against the notice period of such abandonment and recover any outstanding dues towards payable to the Company; and (b) presume that you have voluntarily abandoned the services of the Company and strike off your name from the Company's payroll.

c.) Effects of Cessation of Employment

- (i) Upon cessation of your employment with the Company (whether by virtue of termination/resignation/retirement), you will immediately return to the Company all of the Company's Confidential Information, tools, assets, accessories, formulae, documents, specifications, books etc. in your custody, care or charge and obtain clearance certificate from the relevant person/office/department, on production of which alone your dues, if any, will be settled by the Company, failing which the Company reserves the right to adjust the dues against any amounts payable to you or separately claim the same from you or use available legal remedies to recover the assets or any other amount due to the Company.
- (ii) If any Letter of Authority or Power of Attorney is issued to you, you will undertake to return it on demand or immediately upon cessation of your employment with the Company.
- (iii) Upon cessation of your employment with the Company, the Company may require you to sign appropriate release terms without any additional compensation.

## 10. LIMITATION OF LIABILITY AND INDEMNITY:

10.1 Neither party shall be liable to the other party for any indirect, incidental, contingent, consequential, punitive, exemplary, special or similar damages, including but not limited to, loss of profits or loss of data, whether incurred as a result of negligence or otherwise, irrespective of whether either party has been advised of the possibility of the incurrence by the other Party of any such damages.

10.2 The Company's liability arising out of or in connection with this Letter, whether based in contract, tort (including negligence and strict liability) or otherwise, shall not exceed the amount paid by the Company to you for a period of three (3) months preceding the cause of action.

10.3 Notwithstanding anything to the contrary contained herein, you shall indemnify and keep indemnified the Company, its directors, officers and employees from and against all claims, demands, actions, suits and proceedings (including any losses, damages, costs, charges and expenses), whatsoever that may be brought or made against the Company by any third party as a result of any act or omission, non-performance or non-observance by you of any of the terms and conditions of this Letter and/or arising from your failure to comply to any statute or enactment/s (including but not limited anti-bribery laws and data protection laws).

## 11. MISCELLANEOUS:

11.1 Notice: All notices to you in relation to your employment shall be in writing and in English language and shall be served either by hand delivery or by sending the same by registered post or by email (as per Company records) or by courier or by speed post addressed to the address mentioned hereinabove. It will be your responsibility to inform the Company of any change in your address and contact details including telephone numbers, personal email addresses etc.

All notices to the Company in relation to your employment shall be in writing and in English language and shall be served either by hand delivery or by sending the same by registered post or by courier or by speed post addressed to the Company's office address referred in the Employment Letter or by email with a physical copy by any of the abovementioned ways.

11.2 Severability: The parties acknowledge and agree that if any of the provision of this Letter is deemed invalid, void, illegal, and

unenforceable that provision stands severed from this Letter and the remaining provisions of this Letter shall remain valid and enforceable.

11.3 Publicity: You shall not use the name and/or trademark/logo of Capgemini, its group companies, subsidiaries or associates before media (irrespective of the form whether print, audio visual, electronic etc.) in any other manner which is detrimental to the interest, image and goodwill of the Company and its affiliates without prior written consent of the Company. In the event you intend to share/disclose article which includes any information about the Company or its affiliates/customers for possible publication or dissemination outside the Capgemini group, you agree to inform the Company and obtain its prior written consent on the article you wish to disclose. Further, you agree to make such modifications/deletions/revisions to the article as are requested by the Company to protect its property/interest/reputation.

11.4 Non-Disparagement: During the term of your employment with the Company and at all times thereafter, you will not make any false, defamatory or disparaging statements about the Company, or the employees, officers or directors of the Company that are reasonably likely to cause damage to any such entity or person.

11.5 Waiver: No delay or failure of any party in exercising or enforcing any of its rights or remedies whatsoever shall operate as a waiver of those rights or remedies or so as to preclude or impair the exercise or enforcement of those rights or remedies. No single or partial exercise or enforcement of any right or remedy by any party shall preclude or impair any other or further exercise or enforcement of that right or remedy by that Party. Save as expressly provided in this Letter neither party shall be deemed to have waived any of its rights or remedies whatsoever unless the waiver is made in writing, signed by a duly authorized representative of that party and may be given subject to any conditions thought fit by the grantor. Unless otherwise expressly stated any waiver shall be effective only in the instance and for the purpose for which it is given.

11.6 Integration: This Letter alongwith its Exhibit constitutes the entire understanding between the parties and supersedes all previous agreements (written or oral) between the Parties in relation to its subject-matter.

11.7 Survival: Clauses 5.1, 5.13, 6, 7, 9(c), 10, 11.1, 11.7, 11.8 and 11.9 and any other clause which by its nature is expected to survive shall all survive the expiry/termination (for whatever reason) of the Letter and shall continue to apply.

11.8 Dispute Resolution/Governing Law: The Parties to this Agreement shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. All disputes, differences and/or claims arising out of these presents or as to the construction, meaning or effect hereof or as to the rights and liabilities of the Parties hereunder and which cannot be settled by mutual conciliation shall be referred to Arbitration to be held in Mumbai in English Language in accordance with the Arbitration and Conciliation Act 1996, or any statutory amendments thereof and shall be referred to a sole Arbitrator to be appointed by Capgemini. The award of the Arbitrator shall be final and binding on Parties.

This Letter shall be governed and interpreted in accordance to the laws of India and the courts at Mumbai only shall have exclusive jurisdiction.

11.9 Rights to Injunctive Relief: You hereby expressly acknowledges that any breach or threatened breach by you of any of your obligations set forth in this Letter and/or any of the Company policies may result in significant and continuing injury and irreparable harm to Company, the monetary value of which would be impossible to establish. Therefore, you agree that Company shall be entitled to injunctive relief in a court of appropriate jurisdiction with respect to such provisions.

## CONSENT LETTER

### For use of Personal Information & Sensitive Personal Data or Information

I, \_\_\_\_\_ residing at \_\_\_\_\_, do hereby provide my express consent to my employer, Capgemini Technology Services India Limited, having its registered office at No.14, Rajiv Gandhi Infotech Park, Hinjawadi Phase III, MIDC – SEZ, Village Man, Taluka Mulshi, Pune – 411057, Maharashtra (hereinafter referred to as the "Company", which expression shall unless repugnant to the context or meaning thereof mean and include its successors, nominees, assigns and administrators) as follows:

1. That I acknowledge and provide my consent to the Company to collect, store, process, transfer and share my personal information and sensitive personal data or information and information of my dependents wherever applicable, (including sensitive personal information like bank accounts, PAN, blood group, biometric information, medical record, email addresses etc.) for purposes deemed appropriate by the Company from time to time, including but not limited to:

- a) background verification agencies for the purpose of verifying the information submitted by me basis which I have been made an offer of employment,
- b) payroll processing agencies for processing my payroll (including reimbursement claims),
- c) law enforcement agencies,
- d) to comply with a judicial/quasi judicial order,
- e) auditor (including internal auditors, statutory auditors or Capgemini's clients or their auditor) for the purpose of audit,
- f) insurance companies for the purpose of group insurance, personal accident insurance etc.
- g) service providers providing services for biometric access to office premises for monitoring attendance.
- h) foreign consulates, embassies etc and service providers (including travel agents) for the purpose of processing of visa, work permits etc.

2. Further, I also acknowledge and provide my consent to the Company to transfer and share (within India and outside of India) such information with:

- a.) affiliates of the Company for administrative purposes and/or audit;
- b.) clients/prospects in relation to any staff augmentation assignments.

3. That I agree and confirm that this consent letter shall be construed in accordance with the laws of India and the courts in Mumbai shall have exclusive jurisdiction to adjudicate upon any dispute that may arise in relation to this Consent Letter.

4. That should any provisions of this consent letter be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this consent letter shall not be affected or impaired thereby.

5. I hereby declare that the execution of this consent letter has been done out of my own free will and consent and without any undue force or coercion in any manner whatsoever.

6. I am aware that I have the right to access and rectify my sensitive personal data or information provided to the Company and corresponding obligation to immediately update my sensitive personal data or information in Company's records in the event of any change.

7. I am aware that Company has adopted security practices and procedure to ensure that the information collected is secure and these are available on the Company's intranet.

This consent letter shall come into force immediately upon its execution by me.

Name:  
Signature  
Date:



**30-Aug-2021**

**Dear Rutika Kathe,**  
B.E., Information Technology  
Sir Visvesvaraya Institute of Technology, Nashik

**Candidate ID – 17785311**

Thank you for exploring career opportunities with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. You have successfully cleared our initial selection process and we are pleased to make you an offer of employment. This offer is based on your profile and performance in the selection process.

You have been selected for the position of **Programmer Analyst Trainee**

During your probation period of 12 months, which includes your training program, you will be entitled to an Annual Total Remuneration (ATR) of INR **401,988/-**. This includes an annual target incentive of INR **22,500/-** as well as Cognizant's contribution of INR **19,500/-** towards benefits such as Medical, Accident and Life Insurance. The incentive amount may vary, depending on Cognizant's performance and your performance. The other details about your compensation are detailed in **Compensation and Benefits**. Your compensation is highly confidential and if the need arises, you may discuss it only with your Manager.

On successful completion of the probation period, clearing the required training assessments and subject to you being part of a delivery project, your Annual Total Remuneration (ATR) would stand revised to INR **Rs. 450,500/-**. This includes an annual target incentive of INR **22,500/-** as well as Cognizant's contribution towards benefits such as Medical, Accident and Life Insurance, as applicable.

Your appointment will be governed by the terms and conditions of employment as presented in **Employment Agreement**. You will also be governed by the other rules, regulations and practices in vogue and those that may change from time to time. Your compensation is highly confidential and if the need arises, you may discuss it only with your Manager.

Please note:

1. This appointment is subject to satisfactory background verification including professional reference checks and you securing a minimum of 60% aggregate (all subjects taken into consideration) with no standing arrears in your Graduation/Post-Graduation.

This offer from Cognizant is valid for 3 months and hence you are expected to accept or decline the offer through the company's online portal within this time-period. In case we do not receive any response from you within this time-period, this Offer shall stand withdrawn and will be considered as void. Any extension to the offer validity will be at the sole discretion of Cognizant

2. Prior to commencing employment with Cognizant you must provide Cognizant with evidence of your right to work in India and other such documents as Cognizant may request.
3. Prior to joining Cognizant, you must successfully complete the prescribed Internship or Continuous Skill Development (CSD) program as detailed below:

At Cognizant, we invest in skill and capability development of our campus selects even before they join us. This is through Cognizant Internship and Continuous Skill Development (CSD) program. These programs focuses primarily on technical skills development. You could enroll in either of these as per your college processes while in the final semester and continue with skill building until you join Cognizant. This forms a critical part of your employment with Cognizant. Your onboarding with Cognizant would be prioritized

based on the successful completion of same. In event of non-completion of the Internship or Continuous Skill Development program, Cognizant may at its sole discretion revoke this offer of employment.

### 3.1 Cognizant Internship:

- a) Cognizant Internship is for approximately 3 to 6 months based on business skilling requirements. The performance during Internship would be monitored through formal evaluations and rewarded with monthly stipend. The stipend details would be notified upon your registration for Internship.
- b) Interns are covered under Cognizant's calendar holidays and need to adhere with attendance requirements and pre-approvals are to be sought towards unavoidable leave or break requests from the program.

### 3.2 Continuous Skill Development (CSD) Program:

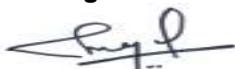
- a) CSD program is offered through a platform based engagement model combined with integrated skill assessment and certifications as the CSD program completion criteria. Upon meeting the completion criteria of the CSD program, enrolled candidates would be eligible for a one-time Cognizant CSD rewards post joining Cognizant. The Cognizant CSD reward details would be provided after your enrollment into the program.
- b) There would be zero tolerance to malpractices and misconduct during Internship and CSD engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship and CSD program terms and conditions from time to time.

### 3.3 GenC Training Post joining:

- a) Cognizant continues to invest in skill building of the entry-level talent and GenC training is a formal on-the-job training offered to trainees based on the business specific skilling needs. The terms and conditions of this training will be governed by Cognizant GenC program guidelines.
- b) The Cognizant Internship or the Continuous Skill Development (CSD) completion may qualify as the entry criteria to the GenC training and is used as basis towards your allocation to projects/roles.

We look forward to you joining us. Should you have any further questions or clarifications, please log into <https://campus2Cognizant.cognizant.com>

Yours sincerely,  
**For Cognizant Technology Solutions India Pvt. Ltd.**



Maya Sreekumar  
**Vice President – Human Resources**

I have read the offer, understood and accept the above mentioned terms and conditions.

**Signature:**

**Date:**

Private & Confidential

Date: 23-02-2022

Shivam Rajesh Ghorpade  
Pune  
India

Dear Shivam,

**Offer of Employment**

We are pleased to offer you employment in the position of "Trainee-ABAP" with Invenio Business Solutions (hereinafter referred to as "Invenio") with the date of joining as 28-02-2022.

**1. Remuneration**

- a) Your annual CTC would be INR 4,00,000 per annum (Four Lakh Rupees). The details of the same are given in the attached Annexure.
- b) Your salary & other benefits, if any, shall be subject to deductions of all Government and local taxes, levies, contributions, etc. as required to be made under the law of land.
- c) All taxes on your income shall be paid by you.

**2. Salary Revision**

- a) Your remuneration will be subject to annual review, or at such times as may be appropriate. Invenio operates a Pay-for-Performance policy and the result of any remuneration review will take your performance into account.
- b) You will appreciate that information relating to your remuneration package is strictly confidential and hence request you maintain this confidentiality.

**3. Place of Work**

- a) Presently, you shall be posted at our office at Pune. However, you are liable to be transferred to any location as decided by the management in the interest of the company.
- b) The management may place/transfer you temporarily/permanently in any unit/department of the company in or out of India as it may consider necessary at its discretion from time to time.
- c) You fully understand and agree that the nature of your employment requires you to frequently travel across various geographies (both domestic & international) in line with the project/organizational requirements

**4. Working Hours**

- a) You are expected to work for 9 hours which includes 1 hour of break. However, due to project requirements, employees may be required to work at different timings which may be prescribed by the manager from time to time.

- b) In all such cases, the actual working hours shall be as prescribed by the manager.
- c) Employee may be required to work in non-business hours, based on business needs.

## **5. Training/Confirmation**

You shall be on training for a period of twelve months, which may be curtailed or extended during or at the expiry of the said training period at the discretion of the management depending upon your quantitative and qualitative performance. During the period of training, the appointment is terminable either by the management by giving one month notice or by payment of salary in lieu thereof or by you giving one month notice. On completion of training period till such time that you are intimated in writing regarding your confirmation, you shall continue to be on training.

## **6. Notice of Termination**

- a) If your actions at any time constitute a serious breach of Invenio's standards of behavior, or if your performance is found to be not satisfactory during the first 8 weeks of the training period, Invenio may end this contract and terminate your employment immediately without any notice period.
- b) You will automatically retire from the services of the company on attaining the retirement age of 60 years.
- c) If you absent yourself without leave or remain absent beyond the period of leave originally granted or subsequently extended, you shall be considered as having voluntarily terminated your employment without giving any notice unless you:
  - i. return to work within five days of the commencement of such absence, and
  - ii. give an explanation to the satisfaction of the management regarding such absence.
- d) Your employment is terminable, without reasons, by either party giving one-month prior written notice during the training period and three months prior written notice on confirmation of employment. Invenio reserves the right to pay or recover salary in lieu of the notice period. If for any reason you resign within one year of employment, ie, during the training period, Invenio has the right to recover the amount paid to you as salaries until then. Further, Invenio may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the management desires the employee to continue the employment during the notice period, the employee shall do so.
- e) Notice Period shall not be considered as active employment and shall not be included while calculating annual/monthly variable components/bonus etc. You shall not submit your resignation when you are engaged on an overseas project. Such notice may not be offset by unused leave.

## **7. Verification**

This appointment is based on the details provided by you in the company application form/employee data form/during the interview/data provided prior to or at the time of joining.

**Background Verification –** Your appointment is conditional upon completion of a satisfactory reference and background checks (education, employment history & other details furnished by you in your application). In case any information given by you is found to be false or incorrect at any point in time of your employment, the appointment would be deemed void-ab-initio and liable for termination without notice or salary in lieu thereof. Please sign the duplicate copy of the appointment letter and return the same as a token of your acceptance of the appointment and all other terms and conditions as stated therein.

Wishing you all the best and welcoming you to our organization for a long-standing and mutually rewarding relationship.

## 8. Conduct & Discipline

- a) You are expected to maintain high standards of conduct and excellence in all your assignments.
- b) You shall discharge your duties and responsibilities faithfully and to the best of your ability and talent.
- c) Your position with the Company is that of full-time permanent employment in which you will be involved exclusively in the business of the Company. During your employment with the Company, you are not permitted to take up any other work or employment for remuneration (part-time or otherwise) or work in an advisory capacity or be interested directly or indirectly in any other trade or business without the written permission of the Company.
- d) You will be governed by the Service Rules and Regulations, administrative orders, other rules/orders of the company now in force, and that may be in force from time to time.
- e) You agree to promptly disclose to the Company all ideas, discoveries, inventions, improvements, software, writings, and developments that may be authored, conceived, developed, or reduced to practice by you either solely or jointly with others during the term of your employment under these circumstances:
  - i. during your working hours, or
  - ii. at the company's expense, or
  - iii. using any of the Company's materials or facilities, or
  - iv. that relates to the business of the Company or to the research or development of the Company (hereinafter "Company Intellectual Property").

## 9. General Rules

In all matters including those not specifically covered by this letter, you will be governed by the Rules and Regulations of the Company:

- a) You will intimate in writing to the HR any change of address within a week from the change of the same, failing which any communication sent on your last recorded address shall be deemed to have served on you.
- b) Upon cessation of your employment, you will return to the Company all its property, assets papers, materials, documents, etc. which may be, at that time, in your possession, relating to the business or affairs of the Company or any of its associates or branches and you will not retain any copies or extracts therefrom.
- c) You will be liable to pay damage to the company for the loss caused by you directly or indirectly in addition to other legal remedies which may be required for violating any of the provision of this appointment letter/agreement etc. and for this the Court of Delhi will have jurisdiction.
- d) In order to remain competitive, our Company undertakes a number of programs or initiatives like Benchmarking, Continuous Improvements, Cost Management, Training & Development, etc. You are required to actively participate and contribute to such programs or initiatives.

## 10. Confidential Information and Non-Disclosure

- a) In the course of your employment with Invenio, you will be handling sensitive information including but not limited to information of key customers of Invenio, competitor information, customer sensitive information ('Confidential Information'). You shall hence confirm that for a period of six (6) months after separation of your employment from Invenio (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a customer or client with whom you have interacted or worked in a professional capacity representing Invenio during the six (6) months preceding the date of separation.
- b) During the period of your employment and thereafter, you will not divulge any trade secrets, company secrets, confidential information, business strategies/plans, to any third party, (other than to the Management of Invenio Business Solutions or their authorized representatives) including your salary, increments and emoluments, any knowledge obtained by you concerning the business of the Company/customers, whether relating to administration, accounting, research, development, production, manufacturing methods, agreements, customers, suppliers, patent matters or other relevant matters. You shall maintain utmost

confidentiality of the Confidential Information which you had gained access to and shall not breach the confidentiality requirements laid down by the Company.

This also covers any and all industrial and intellectual property rights, such as, without limitation, inventions, patent, copyrights, designs, diagrams, drawings, computer software, programs, systems, structures, architectures, etc. belonging to Invenio Business Solutions and/or made or originated during the duration of any customer project and twelve months thereafter and falling within the scope of the customer activity will be the property of the Company/customer.

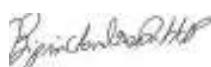
## 11. Validity

Please read this offer of employment carefully before you agree to its terms by signing it. The offer sets forth certain important benefits, terms and conditions related to your employment with Invenio. Please send your acceptance to this offer per return mail by 24-02-2022. The validity of this offer is conditional upon receipt of your acceptance and joining on or before the respective dates mentioned herein.

If we do not receive acceptance and documents mentioned in Annexure I then this letter stands automatically canceled and withdraws.

On the day of your joining, you will be required to return the duplicate copy of the offer letter duly signed for our records.

Yours sincerely  
For Invenio Business Solutions Pvt. Ltd.,



**Bipin Pendyala**  
Chief People Officer

I have carefully read the terms and conditions of my employment and I have understood the same and accept them entirely. I shall join the service on or before the Date of Joining. Details provided in the joining form during or post-interview are accurate to the best of my knowledge.

Signature.....

Date .....

## ANNEXURE

### **Compensation & Benefits**

1. All entitlements given below are applicable after you have joined Invenio. The entitlements are subject to company policies/procedures/guidelines that may be issued/modified from time to time. All perquisites and benefits including reimbursements are subject to Income Tax provisions, which may be applicable, including taxation on perquisite value.
2. These entitlements shall cease upon the termination of your employment with Invenio. These entitlements may also cease if you need to take a long-term personal leave of absence. You will need to check with your local HR team for details.

<b>SALARY COMPUTATION</b>		
<b>Components</b>	<b>Per Annum</b>	<b>Per Month</b>
Basic Salary	1,40,004	11,667
<b>Invenio Benefit Plan</b>		
House Rent Allowance	70,008	5,834
Leave Travel Allowance	60,000	5,000
Supplementary Allowance	96,384	8,032
<b>Total Invenio Benefit Plan</b>	<b>2,26,392</b>	<b>18,866</b>
<b>Total Gross Pay</b>	<b>3,66,396</b>	<b>30,533</b>
<b>Retirals</b>		
Employee PF Contribution	16,800	1,400
Employer PF Contribution	16,800	1,400
<b>Total CTC</b>	<b>3,99,996</b>	<b>33,333</b>

Food Coupon @ 2200/- per month is available on an "option basis". This amount is currently part of Supplementary Allowance.

Statutory Bonus @1800/- per month, is currently part of Supplementary Allowance.

3. The Company, at any time, reserves the right to review and restructure its Compensation Package.

4. Provident Fund/ Employee Pension Scheme

You will be required to subscribe to the Provident Fund scheme as may be applicable to you. The company will contribute 12% of your Basic salary toward this fund/ scheme.

5. Gratuity

Gratuity will be payable in line with the statutory provisions, upon separation from the company, subject to completion of a minimum of five years of continuous employment with Invenio India.

## 6. Medical Insurance

All Employees, their spouse, and two dependent children, as applicable, will be enrolled under the company Group Medical Insurance scheme.

Insurance cover will begin after the insurance company accepts and processes all information provided by the employee after joining. To facilitate early enrolments, employees are required to provide immediately on joining all information necessary for the group insurance policy.

The claims will have to be submitted by the employee directly to the insurance company and will be subject to the policies of the insurance company.

Please note that the company reserves the right to modify the terms and conditions of the medical insurance scheme from time to time.

## 7. Pre-joining Formalities:

As it has been explained to you during the interview stage, we may do a pre-joining background verification, which would cover your educational qualification, and job experience (other than your current job as mentioned in your application). For this purpose, you would be required to provide us with the necessary documentation. Our Background Verification team would contact you in due course to guide you through the pre-joining background verification process.

## 8. Joining Formalities:

You are requested to report at the following address on the stipulated date of joining to complete your joining formalities:

The Senate Business Centre, 1st Floor, Vartak Heritage, 100 Ft Riverside D.P. Road, Off Mhatre Bridge, Vartak Baug, Erandwane, Pune – 411052

Please feel free to contact our Talent Acquisition member for any clarifications or assistance prior to joining.

At the time of your onboarding, you would be required to submit the following:

### 1. Educational Qualification

- a) Graduation – degree certificate and marks cards of all years/semesters
- b) Post-Graduation – degree certificate and marks cards of all years/semesters
- c) SAP Certification if any

### 2. Work Experience

- a) Experience & relieving certificates of your current and your two previous employers
- b) Latest payslip, appointment letter of your current employer, and Form – 16

### 3. Identity & Tax Proof

- a) Copy of PAN Card (Mandatory)
- b) Copy of Aadhar Card
- c) Copy of Passport

### 4. Cancelled cheque of existing HDFC Bank A/C if any

### 5. Copy of the Appointment letter – Invenio (duly signed)

6. In addition, you would be required to submit 2 passport size photographs in color.



**Private & Confidential**

**May 07, 2021**

Ms. Shivanjali Kankate  
Indira Nagar Lane No. 8  
Sangamner Ahmednagar  
Maharashtra-422605.

**Re: Letter of Appointment**

**Dear Ms. Shivanjali Kankate**

Congratulations! We are delighted to offer you employment with Tata Technologies as a **Developer-Trainee** with **Annual Total Cost to Company of INR 3,15,053 ( Rupees Three Lakh Fifteen Thousand Fifty Three only )**. Our aim is to provide you with a challenging and fulfilling experience to deliver your full potential and achieve your personal goals.

**Please join us on May 10, 2021 @ 0800 Hrs and report to:**

**Onboarding Team or Manoj Chaudhari -+917774028267**

**Tata Technologies Ltd.  
25, Rajiv Gandhi IT Park  
Hinjewadi Phase - 1  
Pune - 411057**

Please go through the following enclosed documents comprehensively.

- |                                       |              |
|---------------------------------------|--------------|
| 1. Terms and Conditions of Employment | - Annexure A |
| 2. Compensation Break-up              | - Annexure B |
| 3. Summary of Benefits                | - Annexure C |

Please read all these documents carefully and follow the instructions meticulously. In case you require any clarifications, please contact any of the following persons:

Onboarding Team - Onboarding.TataTechnologies@tatatechnologies.com

Welcome to Tata Technologies. We wish you a long, rewarding and fulfilling career and look forward to your joining us.

With warm regards

**Kamal Dunani  
Global Head - Talent Acquisition**

**TATA TECHNOLOGIES**

Tata Technologies Limited

Registered Office 25 Rajiv Gandhi Infotech Park Hinjewadi Pune 411057 India  
Tel +91 20 6652 9090 Fax +91 20 6652 9015 web [www.tatatechnologies.com](http://www.tatatechnologies.com)



**Annexure "A"**  
**Terms and Conditions of Employment**

FOR:

Ms. Shivanjali Kankate  
Indira Nagar Lane No. 8  
Sangamner Ahmednagar  
Maharashtra-422605.

In pursuance to our discussions with you on offering you a position with Tata Technologies, we are pleased to present you our appointment letter based on the following terms and conditions.

***1. Designation & Work location***

You will be designated as **Developer-Trainee** based at **Pune**. Please note however, that the company reserves right to later transfer its employees to any other department or location, based on organizational needs.

The company also reserves the right to transfer its employees to any unit(s)/ department(s) or office (s) of the company or of its Affiliates and / or the office of the Company's Customer ("Work Location"), other than the location an employee is initially hired to work for.

***2. Remuneration***

Your **Annual Total Cost to Company** shall be INR **3,15,053 ( Rupees Three Lakh Fifteen Thousand Fifty Three only )**.

You will be paid your remuneration On the 1st day of the subsequent month through a bank transfer broken into twelve equal installments or proportionately for lesser period based on your attendance accrued to you. In case of adverse market conditions, depending upon its impact on Company performance, the company reserves its rights to modify, reduce and alter your compensation & benefit structure consistent with its overall policy by giving you advance notice.

***3. Unauthorized Absence & Alternate Engagement:***

Absence for a continuous period of **three days** without intimation is construed as "Unauthorised Absence". This is considered as an act of serious misconduct. You shall devote full time to the work of the Company and shall not undertake any direct/indirect business or any other assignment whether honorary or remunerative or accept any reward except with prior written permission of the Company.

Any violation of the above invokes disciplinary action and may lead to termination of employment.

***4. Income Tax***

All payments received by you from the Company are subject to Income tax deducted at source as per the Income tax rules applicable from time to time. However, the onus to satisfy your Assessing Officer regarding your tax liability shall exclusively lie with you.

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## **5. Benefits**

In addition to the above, you will be entitled for various benefits & perquisites enumerated in detail in Annexure C. All retirement benefits like gratuity, provident fund and medical benefits shall form part of your total compensation.

## **6. Superannuation**

You shall retire from the services of the Company on attainment of sixty years of age.

## **7. PTO / Holidays**

You shall be governed by the provisions of Paid Time Off (PTO) policy.

## **8. Code of Conduct**

With the acceptance of this letter, you will undertake to abide by the guidelines of the Tata Code of Conduct (TCOC) and will be required to demonstrate appropriate behavior towards its adherence and cherish the values propagated by the Company.

## **9. Background Check**

The Company reserves its right to engage a professional agency to verify information provided by you in your application or thereafter. If a background check raises doubts on any of the details furnished by you, and the company feels the need to further validate such facts, the Company may ask you for any further information and documents as it deems necessary, to substantiate information you have provided earlier.

If the background check fails to confirm authenticity of any of the above mentioned information, the company reserves the right to withdraw this employment offer or terminate your services immediately and recover/withhold any sums paid/due to you that was rightly not payable had the absence of authenticity been known prior to your joining the services of the Company.

## **10. Data Protection and Privacy**

You shall not divulge to anyone, whether a direct competitor or otherwise, by word of mouth or otherwise any particulars or details of our security source code, security arrangements and administrative and / or organizational matters whether confidential, secret or otherwise, which you may acquire during the course of your employment with the Company. You shall also use your best endeavour to prevent the disclosure, communication and publication of any confidential information.

On joining, you will be required to sign the `Confidential Non-Disclosure Agreement which shall form part of the appointment letter and terms incorporated herein by reference. The Company reserves the right to initiate legal action against you in case of breach of the Individual Confidential Non Disclosure Agreement.



You further give your explicit consent that Tata Technologies may transfer any of your personal data to any other company within the Tata Technologies Group of Companies globally in connection with the conduct of business. You also give your explicit consent to Tata Technologies disclosing your personal data limited to that required for the purposes of performing your job for clients, potential clients, suppliers, and other third parties that you may have reason to be in contact with in pursuance of your job.

It is essential that your personal records are accurate and kept up to date. It is your responsibility to notify the HR department and update the information in Personal Information Tab in Employee Self Service Portal.

#### **11. Conflict of Interest**

In the event of your decision to sever the relationship with the Company, you shall ensure that your new assignment does not conflict directly or indirectly with the interest of the Company and/or customers with whom you were engaged during the employment with the Company.

#### **12. Medical Fitness**

Your appointment and continuance of your employment with the Company is subject to you being physically fit to carry out the jobs assigned by the company. We presume that the validity of answers you gave in our "CandidateSelf Declaration" under Application Form still prevail. If this presumption is incorrect, on account of any medical condition that developed subsequently, you are obligated to declare this before joining. You undertake to inform your Reporting Manager & HR Manager immediately if any serious medical conditions arise whilst in service.

Any concealment of correct & up-to-date information will be treated as a breach of trust and invoke disciplinary action and possible dismissal from services.

#### **13. Separation**

Your appointment is subject to termination with **three months notice** by you or by the Company. You should be fully available for company work during the notice period. Absence of notice period of three months or part thereof, invokes a payment of three months basic salary or part thereof by you to the Company or by the Company to you, as the case may be, in lieu of the notice period. However, accepting a notice period less than three months is entirely at the Company's discretion. The Company is not under any compulsion to accept an employee's offer to surrender the basic salary in lieu of notice period or part thereof.

Notwithstanding what has been mentioned above, the Company may also terminate your appointment with immediate effect and without notice period, if you are found guilty of serious misconduct.

#### **14. General**

This appointment letter shall supersede all other terms and conditions, agreements, service conditions, practices, usages & customs in the past whether expressed or implied. If the terms and conditions are acceptable to you, we ask you to kindly accept the copy of this appointment letter within 3 days to the Company. In case we do not receive a formal acceptance within above mentioned period, this appointment letter will be treated as cancelled unless your joining date is extended in writing by the Company.



This offer is subject to clearing the background verification process and submission of pre-employment documentation as requested by Tata Technologies Ltd. within 7 days of issuance of the offer. In case of any non-compliance in submission of documents and discrepancy found as a result of Background Verification, the Company retains the right to revoke the offer issued.

Please visit <https://www.tata technologies.com/in/careers/offer-validation/> to validate your offer letter using the Offer ID mentioned in the letter.

You will be governed by existing and newly introduced policies as amended from time to time.

By joining the company, it is presumed that you have accepted all terms and conditions of this appointment letter.

While welcoming you in the family of **Tata Technologies**, we hope you would excel in your endeavours and add value to yourself and the Company.

Welcome onboard,  
Yours faithfully,

A handwritten signature in black ink that appears to read "Rahul Verma".

**Rahul Verma**  
**Head - Global Rewards & Performance**

**I have read the appointment letter and accept the terms and conditions set out and shall abide by the same. I will join the Organization effective: May 10, 2021.**

I further agree that I have carefully considered and obtained appropriate counsel, wherever necessary on the nature and extent of the restrictions, rights and remedies conferred upon the Company under this appointment letter and hereby acknowledge and agree that the covenants contained in this agreement are supported by good and valuable consideration, are reasonable in time and are reasonably necessary to protect the legitimate business interests of the Company.

Name: Ms. Shivanjali Kankate

Signature of the candidate:

Date:

Place:

**TATA TECHNOLOGIES**

Tata Technologies Limited

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**Annexure B****COMPENSATION COMPONENT**

<b>Name</b>	Ms. Shivanjali Kankate
<b>Location</b>	Pune
<b>Grade</b>	L1.1
COMPONENT	Annual
Consolidated salary (Basic Salary)	1,21,200
House Rent Allowance (HRA)	48,480
Bonus	24,000
<b>Flexible Benefit Plan*</b>	60,710
<b>Retirals</b>	
Superannuation Allowance / Pension Scheme***	18,180
Provident Fund (Employer)	21,600
Gratuity	5,830
<b>Total Fixed Compensation</b>	3,00,000
<b>Cost to Company (CTC)</b>	3,00,000
Insurance Premium paid by company (Notional)	
Group Medical	13,582
Group Personal Accident, Group Term Life and EDLI	1,471
<b>Total Cost to Company (TCTC)</b>	3,15,053

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Note:

**\*Flexible Benefit Plan**

Please refer FBP Policy guidelines on India HR Policy Portal for details on limits under each component.

- Leave Travel Assistance
- Children Education Allowance
- Children Hostel Allowance
- Telephone Bills Reimbursement
- Mobile Handset Reimbursement
- National Pension Scheme
- Group Term Life Insurance (Top-up)

(Unallocated FBP Amount will be shown under Special Allowance.)

\*\*\*Superannuation Allowance / Pension Scheme - Employee will have two options to choose (1) To join Superannuation Pension Scheme. Once you have chosen the option, you will not be allowed to change or (2) To get Superannuation Allowance on monthly payout basis which is subject to tax.

Note: You will be governed by existing and newly introduced policies as amended from time to time.

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## Annexure C

### Summary of Benefits

We are committed to the health and overall well-being of our employees. We constantly strive to improve and bring better benefits for our employees. Here are some of the domain wise benefits that you can avail of to achieve a better work-life environment.

#### **(A) Wellness:**

##### **1. Group Medical Insurance Policy**

Employees and their dependents are covered with a Medical Insurance policy for Hospitalization. A basic cover is provided at company's cost. However, there is a provision to take additional cover at your cost. There are several other benefits under our medical policy. Please visit our intranet site for complete details.

##### **2. Group Personal Accident Insurance Policy**

All our employees are covered under a 24X7 Accident insurance coverage (Premium paid by company).

##### **3. Group Term Life insurance Policy (including Government mandated EDLI cover)**

All our employees are covered under a Term Life Insurance Policy (Premium paid by company) with basic cover. However, there is a provision to opt for top up coverage (Premium to be borne by employee). Additionally, you will also be covered by the EDLI scheme

#### **(B) Asset Creation**

##### **1. Car Policy**

Employees with T/S & L1 grade will be eligible for subsidy on Car loan [Rs. 12000 & Rs15000 per annum].

#### **(C) Personal Development:**

##### **1. Training**

We have an elaborate program to cover employees with class based training as well as on job training on technical and cognitive needs.

#### **(D) Maternity Benefit:**

Women employees will be entitled for Maternity Benefit as per Maternity Benefit (Amendment) Act, 2017.

Note: The Management has the right to modify / change / delete any or all of the above benefits without prior notice.

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**08-09-2021**

## **WELCOME LETTER**

**Dear Swapnali Satish Lahane,**

**Welcome to the iLink family. We are excited to extend you an offer to join us as a Software Engineer - Trainee. We are delighted to have a valuable and competent associate like you as part of the already wonderful team at iLink Multitech Solutions.**

**At iLink, we continuously strive to chart a course for success and take our associates along on this journey. We are confident that you would enjoy the journey and we would fuel each other's success.**

**The terms and conditions of the employment have been covered in the later part of this letter.**

**We look forward to working with you and wish you a very successful career with us.**

**Warm Regards**



**Uday Bhaskarwar**  
**Chief People Officer**

**To:**

**Swapnali Satish Lahane,  
At - Songiri Post, Brahman wade, Sonigiri,  
Nashik - 4220102  
Maharashtra, India**

**Sub: Offer Letter**

Dear **Swapnali Satish Lahane**,

We are delighted to offer you the role of **Software Engineer - Trainee** at iLink Multitech Solutions.

The terms of the offer are given below, which, if you accept, will govern your employment.

**1. Salary**

You will be paid a CTC of **Rs.3,75,000 /- (Rupees Three Lakh(s) Seventy-Five Thousand(s) Only)** per annum. The breakup of the Salary is as mentioned in Annexure 2 of this offer letter.

**2. Work Place**

You will initially work from our office in **Pune**. However, you may be posted to any other place where our office is located or deputed to any of our client's location, during your tenure at iLink.

**3. Duties**

Your duties may vary from time to time depending on the business focus of the Company.

**4. Appraisal**

You will be eligible for salary increase after successfully completing 3 months with iLink. Based on your performance during the initial 3 months, your CTC might be fixed between 3.75 LPA to 4.5 LPA.

You will also be eligible for salary increase up to 5.5 LPA during the subsequent salary revision cycle, the first of which will be the scheduled revision cycle after the completion of the probation period.

**5. Working Hours**

You will be required to work for 5 days a week, minimum 40 hours per week or 9 hours per day depending upon client requirements.

## **6. Probation Period**

You will be on probation for a period of 6 months from the date of joining. Your services will be confirmed after probation provided your performance is found satisfactory during the probation period.

Your employment with **iLink Multitech Solutions** is at-will and either party can terminate the relationship at any time with or without cause and with a notice of 1 month in the first 30 days (look-in period) and a notice of 90 days thereafter.

You are required to join on or before **13-09-2021**.

This offer is valid till **09-09-2021, 5PM. Please email confirmation of acceptance before that date/ time.**

**You should share resignation acceptance from your current organization within 15 days from Offer Letter Acceptance**

The following documents (Original and Photocopy) are required at the time of joining on **13-09-2021**.

- Relieving Letter of last 3 of your previous companies – if experienced
- Last Month Pay Slip of your previous company– if experienced
- Appointment letter of your previous company
- 10th Mark sheet
- 12th Mark Sheet
- UG Mark sheet
- UG Degree Certificate
- PG Mark Sheet ( if any)
- PG Degree Certificate (if any)
- Diploma Certificates (if any)
- Current Address Proof
- Permanent Address Proof
- ID Proof
- Updated Resume
- Pan Card 3 Copies
- 4 Passport Size Photos

### **Annexure: 1**

1. We assume that all the documents you submit will match the information provided in the resume and during the interview process. Any discrepancies might lead to the termination of employment.
2. Relieving letter from your previous company is required for you to join iLink. If relieving letter will be delayed from your previous organization, please submit your resignation acceptance letter. If you are submitting a printout of the mail copy of your Relieving letter/resignation acceptance, please ensure that it is attested by your previous company HR with signature and the company seal.
3. Please read your iLink appointment letter thoroughly and submit the hard copy of the company's original acceptance letter with your signature to HR before you are enrolled into the rolls of the company.

## **Annexure: 2**

<b>CTC STRUCTURE</b>		
	<b>Monthly Salary</b>	<b>Annual Salary</b>
	In Rupees	In Rupees
Basic	11,000.00	1,32,000.00
HRA	5,500.00	66,000.00
Conveyance Allowance	1,600.00	19,200.00
Medical Allowance	1,250.00	15,000.00
Food Allowance	3,000.00	36,000.00
Leave Travel Allowance	3,166.67	38,000.00
Special Allowance	2,692.33	32,308.00
<b>Total</b>	<b>28,209.00</b>	<b>3,38,508.00</b>
<b>Non-Cash Benefits</b>		
Company's contribution to P.F. (including Administrative Charges)	1,950.00	23,400.00
Medical Insurance	563.00	6,756.00
Gratuity	528.00	6,336.00
<b>Total CTC</b>	<b>31,250</b>	<b>3,75,000</b>

For further clarification, please feel free to contact us.

Yours truly,  
For iLink Multitech Solutions



Uday Bhaskarwar  
Chief People Officer

## **ACCEPTANCE OF OFFER**

I hereby declare that I accept this Offer Letter

Candidate's Signature



## OFFER LETTER

25.06.2020

Dear Swati Shintre,

Following to the recent discussions, we are delighted to offer you the position of **Trainee Web Developer** with Our Organization.

As a member of PDRL team, we would ask for your commitment to deliver outstanding quality and results that exceed organization expectations. In addition, we expect your personal accountability in all the products, actions, advice and results that you provide as a representative of Our Organization. In return, we are committed to providing you with every opportunity to learn, grow and stretch to the highest level of your ability and potential.

We are confident you will find this new opportunity both challenging and rewarding. The following points outline the terms and conditions we are proposing.

**Title:** Trainee Web Developer  
**Job Responsibilities:** You will be responsible for Design and develop web applications as per the requirements in JS Framework and Libraries, HTML, CSS. Develop backend APIs / components as per requirements in JS Framework and Libraries.  
**Start date:** 01<sup>st</sup> July 2020  
**Salary:** No salary during probation period.

**Hours of work:** Your working hours will be 10:00 – 18:30 hrs. from Monday to Saturday.

1st and 3rd Saturday's in a month will be working Saturdays.

**Reporting relationship:** You will be reporting to Mr. Vishal Dharankar.

**Holidays:** Apart from weekends, you are eligible for national holidays.

Following the initial probationary period, a progression and performance review will be conducted to assess performance to-date, and to clarify or modify this arrangement, as the need may arise.

This arrangement may be terminated by either party upon notice in writing to either parties with one-month notice period.

We look forward to the opportunity to work with you in an atmosphere that is successful and mutually challenging and rewarding.

Sincerely,

Anil  
Chandaliya  
For PDRL



With the signature below, I accept this offer for employment.

Name & Signature



Date





## TERMS & CONDITIONS

By signing the offer, you agree to the undermentioned terms and conditions.

- Unpaid probation period of 3 months from the date of employment.
- You will work from home for 3 months from the date of employment as a remote employee.
- During the probation period, you must manage a computing machine and internet.
- Performance will be reviewed after or during three months of probation. Based on the performance a new offer will be placed.
- You will follow the code of conduct of PDRL.



**Private & Confidential**

**May 07, 2021**

Ms. Swati Shintre  
Gajanan Row House 01  
Devi Road Shinde  
Nashik Maharashtra -422102.

**Re: Letter of Appointment**

**Dear Ms. Swati Shintre**

Congratulations! We are delighted to offer you employment with Tata Technologies as a **Developer-Trainee** with **Annual Total Cost to Company of INR 3,15,053 ( Rupees Three Lakh Fifteen Thousand Fifty Three only ).** Our aim is to provide you with a challenging and fulfilling experience to deliver your full potential and achieve your personal goals.

**Please join us on May 10, 2021 @ 0800 Hrs and report to:**

**Onboarding Team or Manoj Chaudhari -+917774028267**

**Tata Technologies Ltd.  
25, Rajiv Gandhi IT Park  
Hinjewadi Phase - 1  
Pune - 411057**

Please go through the following enclosed documents comprehensively.

- |                                       |              |
|---------------------------------------|--------------|
| 1. Terms and Conditions of Employment | - Annexure A |
| 2. Compensation Break-up              | - Annexure B |
| 3. Summary of Benefits                | - Annexure C |

Please read all these documents carefully and follow the instructions meticulously. In case you require any clarifications, please contact any of the following persons:

Onboarding Team - Onboarding.TataTechnologies@tatatechnologies.com

Welcome to Tata Technologies. We wish you a long, rewarding and fulfilling career and look forward to your joining us.

With warm regards

**Kamal Dunani  
Global Head - Talent Acquisition**

**TATA TECHNOLOGIES**

Tata Technologies Limited

Registered Office 25 Rajiv Gandhi Infotech Park Hinjewadi Pune 411057 India  
Tel +91 20 6652 9090 Fax +91 20 6652 9015 web [www.tatatechnologies.com](http://www.tatatechnologies.com)



**Annexure "A"**  
**Terms and Conditions of Employment**

FOR:

Ms. Swati Shintre  
Gajanan Row House 01  
Devi Road Shinde  
Nashik Maharashtra -422102.

In pursuance to our discussions with you on offering you a position with Tata Technologies, we are pleased to present you our appointment letter based on the following terms and conditions.

***1. Designation & Work location***

You will be designated as **Developer-Trainee** based at **Pune**. Please note however, that the company reserves right to later transfer its employees to any other department or location, based on organizational needs.

The company also reserves the right to transfer its employees to any unit(s)/ department(s) or office (s) of the company or of its Affiliates and / or the office of the Company's Customer ("Work Location"), other than the location an employee is initially hired to work for.

***2. Remuneration***

Your **Annual Total Cost to Company** shall be INR **3,15,053 ( Rupees Three Lakh Fifteen Thousand Fifty Three only ).**

You will be paid your remuneration On the 1st day of the subsequent month through a bank transfer broken into twelve equal installments or proportionately for lesser period based on your attendance accrued to you. In case of adverse market conditions, depending upon its impact on Company performance, the company reserves its rights to modify, reduce and alter your compensation & benefit structure consistent with its overall policy by giving you advance notice.

***3. Unauthorized Absence & Alternate Engagement:***

Absence for a continuous period of **three days** without intimation is construed as "Unauthorised Absence". This is considered as an act of serious misconduct. You shall devote full time to the work of the Company and shall not undertake any direct/indirect business or any other assignment whether honorary or remunerative or accept any reward except with prior written permission of the Company.

Any violation of the above invokes disciplinary action and may lead to termination of employment.

***4. Income Tax***

All payments received by you from the Company are subject to Income tax deducted at source as per the Income tax rules applicable from time to time. However, the onus to satisfy your Assessing Officer regarding your tax liability shall exclusively lie with you.



## **5. Benefits**

In addition to the above, you will be entitled for various benefits & perquisites enumerated in detail in Annexure C. All retirement benefits like gratuity, provident fund and medical benefits shall form part of your total compensation.

## **6. Superannuation**

You shall retire from the services of the Company on attainment of sixty years of age.

## **7. PTO / Holidays**

You shall be governed by the provisions of Paid Time Off (PTO) policy.

## **8. Code of Conduct**

With the acceptance of this letter, you will undertake to abide by the guidelines of the Tata Code of Conduct (TCOC) and will be required to demonstrate appropriate behavior towards its adherence and cherish the values propagated by the Company.

## **9. Background Check**

The Company reserves its right to engage a professional agency to verify information provided by you in your application or thereafter. If a background check raises doubts on any of the details furnished by you, and the company feels the need to further validate such facts, the Company may ask you for any further information and documents as it deems necessary, to substantiate information you have provided earlier.

If the background check fails to confirm authenticity of any of the above mentioned information, the company reserves the right to withdraw this employment offer or terminate your services immediately and recover/withhold any sums paid/due to you that was rightly not payable had the absence of authenticity been known prior to your joining the services of the Company.

## **10. Data Protection and Privacy**

You shall not divulge to anyone, whether a direct competitor or otherwise, by word of mouth or otherwise any particulars or details of our security source code, security arrangements and administrative and / or organizational matters whether confidential, secret or otherwise, which you may acquire during the course of your employment with the Company. You shall also use your best endeavour to prevent the disclosure, communication and publication of any confidential information.

On joining, you will be required to sign the `Confidential Non-Disclosure Agreement which shall form part of the appointment letter and terms incorporated herein by reference. The Company reserves the right to initiate legal action against you in case of breach of the Individual Confidential Non Disclosure Agreement.



You further give your explicit consent that Tata Technologies may transfer any of your personal data to any other company within the Tata Technologies Group of Companies globally in connection with the conduct of business. You also give your explicit consent to Tata Technologies disclosing your personal data limited to that required for the purposes of performing your job for clients, potential clients, suppliers, and other third parties that you may have reason to be in contact with in pursuance of your job.

It is essential that your personal records are accurate and kept up to date. It is your responsibility to notify the HR department and update the information in Personal Information Tab in Employee Self Service Portal.

### **11. Conflict of Interest**

In the event of your decision to sever the relationship with the Company, you shall ensure that your new assignment does not conflict directly or indirectly with the interest of the Company and/or customers with whom you were engaged during the employment with the Company.

### **12. Medical Fitness**

Your appointment and continuance of your employment with the Company is subject to you being physically fit to carry out the jobs assigned by the company. We presume that the validity of answers you gave in our "CandidateSelf Declaration" under Application Form still prevail. If this presumption is incorrect, on account of any medical condition that developed subsequently, you are obligated to declare this before joining. You undertake to inform your Reporting Manager & HR Manager immediately if any serious medical conditions arise whilst in service.

Any concealment of correct & up-to-date information will be treated as a breach of trust and invoke disciplinary action and possible dismissal from services.

### **13. Separation**

Your appointment is subject to termination with **three months notice** by you or by the Company. You should be fully available for company work during the notice period. Absence of notice period of three months or part thereof, invokes a payment of three months basic salary or part thereof by you to the Company or by the Company to you, as the case may be, in lieu of the notice period. However, accepting a notice period less than three months is entirely at the Company's discretion. The Company is not under any compulsion to accept an employee's offer to surrender the basic salary in lieu of notice period or part thereof.

Notwithstanding what has been mentioned above, the Company may also terminate your appointment with immediate effect and without notice period, if you are found guilty of serious misconduct.

### **14. General**

This appointment letter shall supersede all other terms and conditions, agreements, service conditions, practices, usages & customs in the past whether expressed or implied. If the terms and conditions are acceptable to you, we ask you to kindly accept the copy of this appointment letter within 3 days to the Company. In case we do not receive a formal acceptance within above mentioned period, this appointment letter will be treated as cancelled unless your joining date is extended in writing by the Company.



This offer is subject to clearing the background verification process and submission of pre-employment documentation as requested by Tata Technologies Ltd. within 7 days of issuance of the offer. In case of any non-compliance in submission of documents and discrepancy found as a result of Background Verification, the Company retains the right to revoke the offer issued.

Please visit <https://www.tata technologies.com/in/careers/offer-validation/> to validate your offer letter using the Offer ID mentioned in the letter.

You will be governed by existing and newly introduced policies as amended from time to time.

By joining the company, it is presumed that you have accepted all terms and conditions of this appointment letter.

While welcoming you in the family of **Tata Technologies**, we hope you would excel in your endeavours and add value to yourself and the Company.

Welcome onboard,  
Yours faithfully,

A handwritten signature in black ink that appears to read "Rahul Verma".

**Rahul Verma**  
**Head - Global Rewards & Performance**

**I have read the appointment letter and accept the terms and conditions set out and shall abide by the same. I will join the Organization effective: May 10, 2021.**

I further agree that I have carefully considered and obtained appropriate counsel, wherever necessary on the nature and extent of the restrictions, rights and remedies conferred upon the Company under this appointment letter and hereby acknowledge and agree that the covenants contained in this agreement are supported by good and valuable consideration, are reasonable in time and are reasonably necessary to protect the legitimate business interests of the Company.

Name: Ms. Swati Shintre

Signature of the candidate:

Date:

Place:

**TATA TECHNOLOGIES**

Tata Technologies Limited

Registered Office 25 Rajiv Gandhi Infotech Park Hinjewadi Pune 411057 India  
Tel +91 20 6652 9090 Fax +91 20 6652 9035 web [www.tata technologies.com](http://www.tata technologies.com)

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**Annexure B****COMPENSATION COMPONENT**

<b>Name</b>	Ms. Swati Shintre
<b>Location</b>	Pune
<b>Grade</b>	L1.1
<b>COMPONENT</b>	<b>Annual</b>
Consolidated salary (Basic Salary)	1,21,200
House Rent Allowance (HRA)	48,480
Bonus	24,000
<b>Flexible Benefit Plan*</b>	60,710
<b>Retirals</b>	
Superannuation Allowance / Pension Scheme***	18,180
Provident Fund (Employer)	21,600
Gratuity	5,830
<b>Total Fixed Compensation</b>	3,00,000
<b>Cost to Company (CTC)</b>	<b>3,00,000</b>
Insurance Premium paid by company (Notional)	
Group Medical	13,582
Group Personal Accident, Group Term Life and EDLI	1,471
<b>Total Cost to Company (TCTC)</b>	<b>3,15,053</b>

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Note:

**\*Flexible Benefit Plan**

Please refer FBP Policy guidelines on India HR Policy Portal for details on limits under each component.

- Leave Travel Assistance
- Children Education Allowance
- Children Hostel Allowance
- Telephone Bills Reimbursement
- Mobile Handset Reimbursement
- National Pension Scheme
- Group Term Life Insurance (Top-up)

(Unallocated FBP Amount will be shown under Special Allowance.)

\*\*\*Superannuation Allowance / Pension Scheme - Employee will have two options to choose (1) To join Superannuation Pension Scheme. Once you have chosen the option, you will not be allowed to change or (2) To get Superannuation Allowance on monthly payout basis which is subject to tax.

Note: You will be governed by existing and newly introduced policies as amended from time to time.

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## Annexure C

### Summary of Benefits

We are committed to the health and overall well-being of our employees. We constantly strive to improve and bring better benefits for our employees. Here are some of the domain wise benefits that you can avail of to achieve a better work-life environment.

#### (A) Wellness:

##### 1. Group Medical Insurance Policy

Employees and their dependents are covered with a Medical Insurance policy for Hospitalization. A basic cover is provided at company's cost. However, there is a provision to take additional cover at your cost. There are several other benefits under our medical policy. Please visit our intranet site for complete details.

##### 2. Group Personal Accident Insurance Policy

All our employees are covered under a 24X7 Accident insurance coverage (Premium paid by company).

##### 3. Group Term Life insurance Policy (including Government mandated EDLI cover)

All our employees are covered under a Term Life Insurance Policy (Premium paid by company) with basic cover. However, there is a provision to opt for top up coverage (Premium to be borne by employee). Additionally, you will also be covered by the EDLI scheme

#### (B) Asset Creation

##### 1. Car Policy

Employees with T/S & L1 grade will be eligible for subsidy on Car loan [Rs. 12000 & Rs15000 per annum].

#### (C) Personal Development:

##### 1. Training

We have an elaborate program to cover employees with class based training as well as on job training on technical and cognitive needs.

#### (D) Maternity Benefit:

Women employees will be entitled for Maternity Benefit as per Maternity Benefit (Amendment) Act, 2017.

Note: The Management has the right to modify / change / delete any or all of the above benefits without prior notice.

**TATA TECHNOLOGIES**

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Tel +91 20 6652 9090 Fax +91 20 6652 9035 web [www.tata technologies.com](http://www.tata technologies.com)

**ESDS SOFTWARE SOLUTION PVT. LTD.**

Plot No. B - 24 & 25, NICE Industrial Area, Sutar MIDC,  
Nashik - 422 007 | Toll Free No.: 1800 209 3006  
Ph. No.: +91 253 66 36 500 | Fax No.: +91 96 95 247 247  
Email: [relationship@esds.co.in](mailto:relationship@esds.co.in) | Website: [www.esds.co.in](http://www.esds.co.in)

To  
**Mr. Vishal Pandharinath Shelake**  
At Post Wavi Tal Sinnar  
Dist. Nashik

Date: 3-December-2020

**Sub: - Confidential - Letter of Offer**

Dear Vishal,

Welcome to **ESDS Software Solution Pvt. Ltd!**

At **ESDS Software Solution Pvt. Ltd**, Passion, Execution, Quality and Customer Delight are not just a destination but a journey in which every employee contributes significantly. We invite you to be part of this inspiring journey:

This has reference to your application and personal interview with us; we are pleased to offer you as **iOS Developer** in **Development Dept.** at our **Nashik** location. Your total annual cost to the company CTC will be **Rs. 3,00,000/-** all Inclusive. Tax will be deducted as per government norms.

Please note that the compensation details are strictly confidential between you and the Company and should not be divulged to anyone.

We expect you to join us on or before **4<sup>th</sup> January 2021**. Please note that this offer is valid subject to your acceptance communication to us latest by **5<sup>th</sup> December 2020**.

Please note that if you do not report on duty on **4<sup>th</sup> January 2021**, this offer stands invalid and withdrawn.

If you resign from the organization within 1 year of your joining, you will have to pay the company 25% of your Annual CTC or INR 1,00,000/-, whichever is higher.

Please note that company may conduct your background check/reference check from your previous employers and if any report and reference has been found negative, disciplinary action will be taken including termination of services.

We welcome you to the organization and look forward to a long term association with us.

Yours truly,

**For ESDS Software Solution Pvt. Ltd,**

**Dr. Chandra Mauli Dwivedi**  
**Chief Human Resource Officer**

I agree and accept employment and report on duties on or before **4<sup>th</sup> January 2021**.

Name and signature

Date



Certificate of Incorporation No.: U74200MH2009PTC-155433

**ESDS Software Solution Pvt. Ltd.**  
**Compensation & Benefits Worksheet**

<b>Name:</b> Vishal Pandharinath Shelake		<b>DOJ :</b> 4 <sup>th</sup> January 2021	
<b>Title :</b> iOS Developer		<b>Dept :</b> Development	
<b>Location</b> Nashik		<b>Grade :</b> T2	
Sr No	Component	Monthly wef 4 <sup>th</sup> Jan 2021	Annual wef 4 <sup>th</sup> Jan 2021
<b>Fixed Salary</b>			
1	Basic	9,727	1,16,729
2	HRA	3,891	46,692
3	Conveyance Allowance	1,600	19,200
4	Education Allowance	1,250	15,000
5	Special Allowance	4,864	58,365
6	Medical Allowance	1,250	15,000
<b>Total Gross Salary</b>		<b>22,582</b>	<b>2,70,985</b>
7	Provident Fund (Employer)	1,950	23,400
8	Gratuity	468	5,615
<b>Cost to Company</b>		<b>25,000</b>	<b>3,00,000</b>
Your salary annexure will be aligned as based on the rules & regulations announced by the state/central government & Tax department from time to time as applicable			

**Approved By:**



**Dr.Chandra Mauli Dwivedi**  
**Chief Human Resource Officer**  
**ESDS Software Solution Pvt. Ltd.**

**Additional Benefits**

Mediclaim Policy for Self & dependents (spouse and two kids)

**Note**

\*\*Income Tax, Professional Tax and other applicable taxes/statutory contributions shall be deducted from the salary on a monthly basis as per Government Policies.



# Shriniwas Engineering Auto Components Pvt. Ltd.

Site Address:- Plot No. A-24, Talegaon Industrial Area (PH-IV), Tal. Maval,  
Dist. Pune - 410507.

HR/SEACO/2021/1373

Date: 09.09.2021

Mr. Sagar Dhananjay Chaudhari  
A/P- Soegaon, Dist - Aurangabad  
Pin Code - 431120

## Sub: Appointment Letter

Dear Mr. Sagar Chaudhari,

With reference to your application for employment and subsequent interview you had with us, we are pleased to Appointment you in our employment on the following terms & conditions:-

### 1) Posting, Cadre & Position

- a) The appointment is at "Graduate Engineering Trainee (GET)" in HPML Department for SEACO Foundry division at Talegaon Dabhade. You may initially be located in Pune itself but may be transferred to other location as per business requirement of the company. Similarly your role may also undergo changes as per requirements and your capabilities.
- b) You will initially be on probation of six months from the date of your joining. However the same is liable to be extended at the sole discretion of the management, and you will continue to be in probation till you are confirmed in writing. However after probation, in case of poor performance/inconvenient behavior, you may be discontinued for further services.

### 2) Salary & Perks

During your trainee period, you will be paid a stipend of Rs.15, 000/- (Rupees Fifteen Thousand only) per month.

### 3) Medical Fitness / Reference Check

- a) This appointment is subject to you being found medically fit and antecedent reference checks.

### 4) Employment Validity

- a) Your age mentioned in the school leaving certificate / birth certificate shall be treated as conclusive proof of your date of birth.
- b) This contract of employment is terminable by either side without assigning any reason whatsoever by giving One month notice as per HR policy/management guidelines/management decision as applicable.



# ZF STEERING GEAR (INDIA) LTD.

**Corporate Office :**

A-601/602, ICC Trade Tower, Senapati Bapat Road,  
Shivajinagar, Pune-411 016 (India), Tel. : 020 - 6728 9900  
Corporate Identity Number (CIN) : L29130PN1981PLC023734



F-HRD-71003-EN/Ver 1.0 01-Apr-2018

Date: - 02.08.2021

## Appointment Letter

**Mr. Swapnil Shankar Nirmal**  
**At.Post.Pimpri Nirmal,Tal.Rahata,**  
**Dist.Ahamednagar.**

Dear Mr. Nirmal,

We are pleased to appoint you as TRAINEE ENGINEER with effect from 02-Aug-21 on the following terms and conditions.

**Stipend:****Grade O01**

Particulars	Monthly Stipend
Basic	3500
Conveyance Allowance	1820
House Rent Allowance	2960
Education Allowance	280
Misc. Allowance	2308
Leave Travel Allowance (As per Company Rules)	980
Bonus (As per Bonus Act, Sub. to 20% max)	700
PF / Special Allowance (As per PF Act)	1067
ESI	385
<b>Total</b>	<b>14000</b>

**OTHER TERMS & CONDITIONS:**

1. Your training period will be of 1 (One) Year. On completion of the training, your employment shall automatically get ceased and no notice to that effect will be given to you. Or management may terminate your training before completion, by giving you a month's notice. However, the company may further extend your training period, if found necessary.
2. If you desire to resign during training period, you will have to give one month notice or pay an equivalent amount of one month's stipend in lieu of such notice.
3. Being a trainee in the organisation does not confer any rights to you which company has given to its regular employees.
4. Your appointment is subject to your being medically fit. To ascertain your fitness, company may ask you to undergo medical examination by the Company's Doctor before your joining or any time thereafter.
5. After successful completion of training, the company may absorb you in a regular grade if you are found suitable and if vacancy is available. The important criteria for the regular employment will be production output, quality, safety, discipline, attendance and punctuality.

**Regd. Office & Works :**

Gat No. 1242/44, Village Vadu BK., Tal. Shirur, Dist. Pune-412 216 (India), Tel. : 02137-305100, Fax : 02137-305302  
Web : [www.zfindia.com](http://www.zfindia.com), Email Id : [enquiry@zfindia.com](mailto:enquiry@zfindia.com)