

PRL:APPT 3684:2023

July 3, 2023

Mr.Roshan David Sounderaraj P
No. 3a, Iswaraya Nagar, 1st Street, Moolachatram Main Road,
Madhavaram Milk Colony, Chennai -600051.

Dear Roshan,

APPOINTMENT ORDER

We are pleased to appoint you as **Software Engineer** in Grade **50** with effect from **July 3, 2023**. Your employee number is **013230**.

Your appointment is subject to the following terms and conditions:-

1. You will be paid a basic salary of ₹ **12,344** (Rupees twelve thousand three hundred and forty three and seventy six only) per month.
2. You will also be eligible for other allowances / perquisites as detailed in the annexure, subject to the Company's rules in this regard as may be applicable from time to time to employees in your grade.
3. You will be on probation for a period of 12 months. The probation can be extended for further period / periods at the discretion of and as may be deemed fit by the Management.
4. Your services during probation are subject to termination without assigning any reason by giving one-month notice on either side or one-month gross salary in lieu of notice. You are required to abide by the rules of the company applicable from time to time in connection with the collection of notice pay and other training expenses, delegate fees etc ., incurred for you by the company.
5. You will be considered for confirmation on completion of the probationary period, if your service is found satisfactory.
6. You are eligible for one day Casual Leave and Sick Leave per month till the date of Confirmation and 6 days leave for the purpose of availing Vacation as per rules under Leave Travel Assistance.
7. You will be eligible for other benefits under the Company's rules as applicable to other employees in your grade.
8. You will be retired from service on your completion of 58 (fifty eight) years of age.
9. You are expected to devote full attention and time for the Company's work. You shall not gainfully engage yourself in any outside work or business over and above your legitimate work in the Company i.e., on duty days, on holidays and when you are on leave without the written permission from the Company.
10. You shall not apply for any other job outside while in our service without prior written permission from the Management.

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11. If and when any information furnished in your application and / or the certificates, testimonials etc., submitted by you along with application are found to be incorrect or not true, you will be liable for dismissal and such further action as the Company deems fit.
12. You should observe all the Rules and Regulations of the Company that are in force from time to time.
13. You shall at all times maintain utmost secrecy of all information relating to the Company's business and all matters connected directly or indirectly thereto.
14. You are liable to be posted / transferred to any of the locations / departments in our organisation throughout India on the terms and conditions prescribed by the Company.
15. The Company is entitled to depute your services to any other company or division in similar or such other capacity as the company may decide. Such deputation will be treated as continuation of your service with the company.

We look forward to your fruitful association with us and with best wishes.

Yours truly,
for **Sundaram Finance Limited**

Sekar R
Head - Human Resources

ANNEXURE

Remuneration (Cost to Company) in INR		
Candidate Name : Roshan David Sounderaraj P		
Designation : Software Engineer		
Grade : 50		
Description	Monthly	Annual
Basic	12,344	148,125
House Rent Allowance	7,406	88,875
Transport Allowance	3,000	36,000
Superannuation Contribution (15% of Basic) ~	1,852	22,219
Contribution to National Pension Scheme u/s 80CCD(2) ~	1,234	14,813
Compensatory Allowance **	8,632	103,578
Employer Contribution of Provident Fund (12% on Basic + DA)		21,600
Employer Contribution of Gratuity (4.81% on Basic + DA)		7,125
Bonus *		75,000
Notional Value for Group Insurance		12,109
LTA		12,000
Code on Wages Impact Allowance **	713	8,557
Cost to Company	35,181	550,000

Note:

~ Contributions to Superannuation Fund (15% of Basic) & National Pension Scheme (10% of Basic) will be made based on option(s) exercised by the employee.

^ Linked with petrol price and hence subject to change.

** Code on Wages Impact pertaining to Employer's contribution of PF & Gratuity is being paid as "Code on Wages Impact Allowance" on a monthly basis w.e.f. Date of Joining. As and when the "Code on Wages, 2019" is implemented, additional Employer Contribution towards PF and Gratuity, if any, will be made, as per the new Act, duly withdrawing the "Code on Wage Impact Allowance". For the purpose of calculating this amount, NPS & Superannuation is considered as Allowance. In case, the employee opts for Contribution to Fund, these components will be excluded for the purposes of the calculation of PF & Gratuity and difference payment to be made to employee, if any; will be included in Compensatory Allowance.

In case of the Govt. implementing the new Act with retrospective effect for FY 21 - 22, the employer contribution of PF and Gratuity amount paid as "Code on Wage Impact Allowance" will be recovered from employees to contribute in their respective PF & Gratuity Accounts. Employee will also continue to contribute their Contribution, as per the new Act."

Life Cover with Personal Accident riders, as per Company policy.

I agree to the conditions stated above and accept the appointment order.

Employee Signature:
Date:



ANNEXURE – B

TERMS AND CONDITIONS OF EMPLOYMENT

Appointment Letter Ref. No. _____ **Dated:** July 3, 2023

You shall be governed by the following terms and conditions of service during your employment with M/s. Sundaram Infotech Solutions, a division of Sundaram Finance Limited (hereinafter referred to as the “Company”), and those that may be amended from time to time. You would signify acceptance of the same by signing and returning the duplicate of this document, and undertake unequivocally to abide by the terms and conditions set out in this document, which shall form an integral part of the appointment order.

Statement of Facts

- 1.1 The Company has made the offer of the employment on the basis of the bonafide statements and facts provided by you in your application form for employment. At the time of employment or during employment, if the Company finds the information provided to be false or misleading, it reserves the right to take appropriate disciplinary action against you, which shall include termination of employment

Duties

- 2.1 During your employment, you shall use your best energies and abilities to serve the company faithfully. You shall comply with the rules, regulations, and procedures as notified by the Company, in letter and spirit.
- 2.2 During your employment, you shall entirely devote your time, attention and abilities to the business of the Company
- 2.3 You shall not, without the Company’s prior written consent, be, in any way directly or indirectly, engaged or concerned with any other business or employment during or outside your hours of work in the Company. You shall, however, undertake honorary work of social or charitable nature, literary, artistic, or scientific character only with the express written permission from the competent authority.
- 2.4 During your employment, you shall not, directly or indirectly, engage in any conduct averse to the best interests of the Company. Also, you shall not divulge any confidential information of or violate any agreement with your prior employers or their clients.
- 2.5 You shall represent yourself, whether in India or abroad, only as an employee of the Company.
- 2.6 You shall ensure strict code of discipline and professionalism in your personal and official behaviour with the personnel of clients or associate organizations of the Company.

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- 2.7 You shall not indulge in any act of illegal or unlawful nature and shall ensure that you do not attract penal proceedings either civil or criminal in nature, in accordance with the laws of the land, both in India and any other country where you may happen to work on the Company's assignment.
- 2.8 You shall, in the event of any damage or liability caused by you or having abetted such a cause and having admitted to compensate the same to the aggrieved party, fulfill the obligations whether financial or otherwise on your own without involving the Company or its clients or associates.
- 2.9 In the event of your deputation to any foreign country in connection with the employment and the cost of travel and other related costs being borne or agreed to be borne by the Company, you shall remain only in the services of the Company and carry out the duties and responsibilities assigned to you during your stay in that country. You shall not, at any time during your stay in the country deputed, solicit or accept any offer of employment either with the client, business partner of the company or any other organization or individual. You shall be duty bound and obligated to return to Chennai, India or any other place as advised by the company after appropriate conclusion of the assignment for which you were deputed.
- 2.10 It is a condition of this employment that you shall not seek any employment, either directly or indirectly, with our clients, their associates, our business partners, clients of our business partners, firms promoted by our past employees for a period of one year from the date you are formally relieved from the services of the Company either consequent upon your resignation or otherwise.
- 2.11 It is a condition of this employment that you shall not seek to resign from the services of the company in the midst of a project / assignment before satisfactory completion of the project / assignment, except under extraordinary circumstances at the discretion of the management, which shall not be treated as precedence.
- 2.12 In the event of your deciding to leave the company during any assignment outside the country and the company accepting the same under extraordinary circumstances, you would not be entitled to return fare. Besides, you shall also reimburse to the company any expenditure incurred in obtaining visa etc for the foreign travel.
- 2.13 You shall not, by your performance or otherwise, bring about any disrepute or any liability, financial or otherwise, upon the Company or the client in India or abroad.
- 2.14 You shall be bound by all the other prevailing policies and procedures of the Company as amended from time to time.
- 2.15 You shall not apply for any other job outside while in our service without prior written permission from the Management.



Confirmation of Service

- 3.1 Initially you will be on probation for a period of 12 months from the date of joining. This period can be extended at the discretion of the management.
- 3.2 You will be considered for confirmation on completion of the probationary period, if your service is found satisfactory.

Place of Work

- 4.1 You will be employed at the Company's office anywhere in India or abroad or at the Company's customer location, as required. The Company reserves the right to transfer you on a temporary or permanent basis to other job functions, departments, or locations within the Company, when necessary.
- 4.2 You shall comply with the Company's rules relating to relocation of or from a customer location.
- 4.3 The company is entitled to depute your service to any other company or organization, including business partners/associates in similar or such other capacity as the company may decide and on such terms and conditions as may be applicable. Such deputation will be treated as continuation of your services with the Company.

Hours of Work

- 5.1 Your normal hours of work will be from 09.00 a.m. to 05.30 p.m., Monday through Saturday with half an hour break for lunch. The company reserves its rights to alter these timings by prior notification.
- 5.2 The Company remains closed on Second and Third Saturday. In case of there being five Saturdays in a month, the Company will work from 09.00 a.m. to 01.00 p.m. on the fourth Saturday unless otherwise changed on account of any compensatory holiday declared. This shall eventually change in accordance to your geography of work assigned and shall be altered to rules and regulation prevailing to that country or region. The company reserves its rights to alter these timings by prior notification.
- 5.3 You may be required to invest additional hours of work when so necessitated.
- 5.4 You shall observe holidays as notified by the company.

Leave and Vacation

- 6.1 During your Probation period, you are only eligible for two days' leave in a month i.e., 1 sick leave and 1 casual leave.
- 6.2 On confirmation, any sick leave or casual leave accumulated shall stand lapsed. You will be entitled only to privilege leave not exceeding 30 days in a year, which includes 6 days' leave for the purpose of availing vacation, as per rules under Leave Travel Assistance as applicable from time to time.



6.3 You will be entitled to Leave Travel Assistance with a minimum of 6 days' leave in a year as per rules out of your entitlement to privilege leave as set out in clause 5.2. You will be entitled to avail LTA on completion of six months from the date of joining.

6.4 Leave rules are subject to change as applicable from time to time.

Conduct

7.1 You shall, at all times, maintain exemplary conduct and decorum. You shall uphold honesty and integrity in all your actions.

7.2 You shall honor and comply with all rules and regulations of the Company and statutory requirements in letter and spirit, as valid and applicable from time to time.

Confidentiality

8.1 You shall maintain utmost secrecy with regard to confidential and proprietary information relating to the Company. This information includes and is not limited to trade secrets, technical processes, finances, and dealings with information relating to suppliers, employees, agents, distributors and customers.

8.2 You shall not, during your employment and at all times, thereafter, directly, or indirectly use or disclose confidential information except for the sole benefit of the Company. This restriction shall cease to apply when it may come into the public domain otherwise than through unauthorized disclosure by you or required by law.

8.3 You shall not take/transfer copies of confidential documents or information by email or otherwise for your own purposes or anybody else's and upon resignation from or termination of your services, you shall forthwith, return to the Company all documents, records, accounts in any form (including electronic, mechanical, photographic and optic recording) relating to matters concerning the business or dealings or affairs of the Company.

8.4 You shall not, during your employment and at all times thereafter, do or say anything that may injure, damage, directly or indirectly, the business and reputation of the Company.

8.5 You shall maintain utmost confidentiality with regard to your compensation and benefits. You shall not discuss your compensation and benefits with anyone, but with your reporting authority.

8.6 You shall sign any other agreement you may be called upon in the interest of the company.

Separation from the Company

9.1 You will be retired from service on completion of 58 (fifty-eight) years of age. However, the continuity of services till the age of 58 would depend on your satisfactory conduct and performance, which will be appraised from time to time.



- 9.2 Subject to clause 2.11, if you wish to resign from the services of the Company, you shall give notice in writing of not less than 90 calendar days. You shall be deemed to be relieved from the services of the Company only when the Company accepts your resignation and issues a relieving order in writing and you shall cease to be in the services of the Company only with effect from the date mentioned in the relieving order.
- 9.3 In case you wish to be relieved from service on any day prior to the completion of the notice period of 90 calendar days referred to in section 8.2 above, the following rules will be applicable:
- 9.3.1 In case you stay with the company for 30 days from the date of resignation, we would calculate notice period penalty for the balance period on the basic salary applicable to you at the time of resignation. Intervening Sundays and company holidays are included in calculating these 30 days.
- 9.3.2 If you stay with the company for less than 30 days after resignation you shall pay to the Company a maximum amount equivalent to 90 days computed proportionately on the basis of the total Cost to Company applicable to you at the time of resignation.
- 9.3.3 Notice period shall not begin on a company holiday. In case the notice period ends on a company holiday, you would be relieved on the working day prior to this holiday.
- 9.3.4 You shall not be entitled to leave once you tender resignation from the services of the company.
- 9.3.5 However, in case you take leave due to unavoidable circumstances during resignation notice period, and have given full 30 days' notice, the 30 days' notice period would stand extended by the number of days of leave taken during notice period. For such extended notice periods, Sundays and company holidays would not be included.
- 9.3.6 If you give less than 30 days' notice and take leave during the notice period, it shall be treated as "loss of pay".
- 9.3.7 The company is, however, entitled to accept your resignation, at its discretion, and relieve you even before completion of the notice period without any compensation for the unexpired notice period given by you.
- 9.3.8 In addition to the notice pay, you shall also be liable to pay to the Company at the time of resignation any costs/expenses incurred by the Company, which shall include the following:
- 9.3.9 Any amount spent by the company on your training, either in India or abroad, if you resign within TWO years from the date of completion of such programme.
- 9.3.10 An amount equivalent to the fee reimbursed to you by the company towards any certification, in case you resign within TWO years from the date of receipt of such reimbursement.



- 9.4 The Company shall have the right and authority to terminate your services without giving any notice, should your behaviour or any other circumstances, in the opinion of the Company are found detrimental to the interests of the company necessitating such termination.

Employee Signature :

Employee Name :

Date :