



**Date: 27th Oct 2021**

**Prittam Singh Naik,**

Hindol Town, Dhenkanal, Odisha, Pin- 759022

9937603907

[prittamsingh17@gmail.com](mailto:prittamsingh17@gmail.com)

**Dear Prittam Singh Naik,**

**Re: Appointment for the position of “Software Engineer”**

We refer to your application for the post of **Software Engineer** and subsequent interview held.

We are pleased to offer you, appointment in **iServeU Technology Pvt Ltd.**

Your employment with us will be governed by the terms & conditions as per our company’s policy at present and amended from time to time. Your date of joining is 18th November 2021.

Below are important terms & conditions of your appointment:

**1. JOB ROLE & RESPONSIBILITIES (Existing but not limited to):**

Your role and general responsibilities will be explained to you by your reporting manager. The responsibilities may include:

- a. All such duties as may be delegated to you by the Company and comply directions as your supervisor may assign from time to time.
- b. You shall, during your employment with the Company, devote your entire time and attention and abilities to the business of the Company and not be employed in any other organization as an employee, agent, promoter or investor either for the part time or full time in any capacity.

**2. MANDATORY SERVICE CUM NON DISCLOSURE AGREEMENT:**

On acceptance of this offer cum appointment letter, the employee acknowledges that he/she has to sign a Service cum NDA on a Non-Judicial stamp paper on the date of joining.

**3. PROBATION:**

- a) The first six (6) months of your engagement shall constitute a probationary period during which your performance and progress will be monitored (“Probation”).
- b) Confirmation of your employment with the Company after the probation period shall be subject to your satisfactory performance during the probation period.
- c) After successful completion of probation, your appointment shall be deemed to have been confirmed automatically unless you are intimated about the extension of your probation period.
- d) On completion of the Probation period, the Company reserves the right to
  - (i) Extend the period of Probation, In any case extension of probation will not be of more than three (3) months; or



(ii) Terminate your employment at its sole discretion without providing notice or payment in lieu thereof.

**4. COMPENSATION:**

- a) During your tenure, you shall be entitled to an all-inclusive (CTC including statutory liability) annual compensation (fixed pay) which shall be paid on monthly basis equivalent to 1/12<sup>th</sup> of annual compensation subject to deductions and taxes as applicable. This is basis discussion and is shared separately.
- b) Variable compensation if any is discretionary and is governed by company policies.  
You are restrained from disclosure of CTC to any of the employees / staff, whether on probation or confirmed or contractual, of the iServeU Technology Pvt Ltd nor you will discuss, circulate the same to any such employee/ staff. Any violation of this condition of employment shall be construed as a misconduct as per the confidentiality clause of the Company.

**5. LEAVE:**

You will be entitled to avail leave as per Company Rules in force and as laid down in the HR Policy of the Company. Further, any such unauthorized absence as per policy of the Company will be treated as “absconding” in which case your services are liable to be terminated, at the discretion of management.

**6. Employee Benefits:**

You will be entitled to Employee benefits such as Mediclaim, Group Personal Accident Insurance as per HR policy of the company.

**7. LOCATION:**

Your place of employment will be Bhubaneswar.

**8. POLICIES:**

You will abide by the Policies, rules & regulations and service conditions that may be in force or framed by the Company from time to time. The Company would provide all benefits under Maternity Benefit Act 1961 and subsequent amendments.

**9. ACCESS TO INFORMATION AND SECRECY:**

The Company's information is available on a need-to-know basis for specific groups and the information is segregated to allow individual sectors information access for projects and units. Access to this is authorized through access privileges approved by the Company. Unauthorized access or attempt at unauthorized access is strictly prohibited and any attempts to do so will result in immediate termination of employment and legal action as deemed fit by the Company.

You will be bound to observe strict secrecy with regard to the dealings of the Company and its customers. During your employment, you may receive and have access to secret, confidential or proprietary information relating to the Company or other organizations to which the Company may have interest. You must not disclose or divulge such information without the prior written approval or clearance from the Company. This condition will continue to apply even when you are no longer employed by the Company. Please note that any violation of obligation to maintain confidentiality as aforesaid shall be construed as a breach of trust and shall be dealt with accordingly.

You shall not disclose or divulge to any unauthorized outsider, person, firm, company, body of individuals or corporate in any form or otherwise without prior consent of the Company to whomsoever, any information, data or material or decisions concerning the Company, that you may come across, or those that you may assist in formation or which have been formulated under this contract and you shall use and / or utilize such information only in connection with your job role.

## **10. TERMINATION OF SERVICE:**

### **a) Voluntary Termination:**

- i) If you desire to leave the service of the Company during the probation period, you shall be required to give one months' notice in writing or one month's emoluments in lieu thereof apart from such reasonable compensation whenever applicable.
- j) Similarly, during your probation company can discontinue/terminate your services on giving one months' notice in writing or one month's emoluments in lieu thereof.
- k) If you desire to leave the service of the Company after probation, you shall be required to give three months' notice in writing to the Company or three months emoluments in lieu thereof.
- l) Similarly, company can discontinue/terminate your services on giving three months' notice in writing or three month's emoluments in lieu thereof apart from such reasonable compensation whenever applicable

Company at its discretion may refuse payment in lieu of notice period & may ask you to serve full or partial notice period as per the business need. It will be discretion of the Company to discontinue your services by giving one- or three-months' notice or emoluments in lieu thereof in case your performance is not found satisfactory or on account of non-achievement of the allotted targets assigned at the beginning of the year or any reason whatsoever.

### **b) Termination effected by Company:**

- i. The Company may terminate your employment at any time without prior notice or without Notice Pay if such termination arises as the result of your misconduct, negligence, and/ or breach of any express or implied term of employment contract including;
  - a. Committing of willful misconduct, fraud or dishonesty.
  - b. Any breach of code of conduct and/ or Non-Disclosure Agreement.

- c. You commit a material breach of this letter of Employment and do not remedy the breach within one (1) business day after the company advises you in writing of the breach.
- d. Absence from duty without permission. Such other grounds as may exist from time to time under common law to terminate your employment summarily whether that conduct occurs before or after the execution of this Letter of Employment.

**11. APPOINTMENT IN GOOD FAITH:**

It must be specifically understood that this offer is made based on your proficiency on technical/professional skills you have declared to possess as per your application for employment and your ability to handle any assignment/job independently. If in case at a later date any of your statements/particulars furnished are found to be false or misleading and/or your performance is not up to the mark or falls short of the minimum standard set by the Company, the Company shall have the right to terminate your services forthwith without giving any notice notwithstanding any other terms and conditions stipulated herein.

**12. MEDICAL REPORT**

It must be specifically understood that this offer is made based on you being medically fit to discharge assigned duties. Company reserves the right to call for a medical fitness report at your cost, during the probation period and confirmation decision would be subject to being medically fit.

**13. CODE OF CONDUCT FOR EMPLOYEES:**

The commitment to excellence is fundamental to the philosophy of the Company. In pursuit of that commitment, we strive to achieve the highest business and personal ethical standards as well as compliance with the laws that apply to the business. This code is intended to provide you with a clear understanding of the principles of business conduct and ethics that are expected of you in your daily work and to promote;

- i. Honest and ethical conduct by the directors, officers and employees of the Company, including the ethical handling of actual or apparent conflicts of interest between personal and professional relationships.
- ii. Full, fair, accurate, timely and understandable disclosure in reports and documents that the company files or submits, or public communications made by the Company.
- iii. Compliance with applicable government laws, rules and regulations.
- iv. Prompt internal reporting of any violations of this code.

**14. OTHER TERMS:**

- a) In no event, you shall engage in any act subversive of conduct and discipline expected of, and from you by the Company in the course of your duties under this contract. If found at any time indulging in such act/s, the Company reserves the right to terminate your service, forthwith without assigning any reason therefore and also take such steps as in law be deemed requisite and warranted.

- b) You shall abide by Company's policies, rules & regulations and service conditions that may be in force or applicable to the Company or are framed from time to time by the Company.
- c) You shall be subject to the applicable laws and guidelines issued by regulatory / government authorities / CVC, etc. as are applicable and shall also be subject to the code of conduct and disciplinary rules as applicable as per the rules of the Company.
- d) If you resign within 18 months of your joining you will be liable to pay back any additional money that the company may have spent in cash or kind over and above your CTC.
- e) You will keep us informed of any change in your residential address, your family status or any other relevant particulars.
- f) The company may conduct a background check on you, and you agree to the aforesaid offer being made subject to the satisfactory completion of the same.
- g) At the time of appointment, we shall require you to provide copies of certain documents as proof of address, indemnity, educational qualifications of the same.

This letter of employment shall be governed by and construed in accordance with the laws of the land.  
We wish all the best in your assignment.

Best Regards,



**Mrs. Anu**  
**Human Resource Department**  
**ISERVEU TECHNOLOGY PVT LTD**

I have gone through the aforesaid terms and conditions & have fully understood the same. I am signing the duplicate copy of this offer letter and returning it to ISERVEU TECHNOLOGY PVT LTD as token of acceptance of the terms and conditions as offered by the company.

Name: Prittam Singh Naik

Sign:

Date:

Place:



Salary Components	Amount (INR)
Basic Pay	25,856
HRA	10,342
Transport Allowance	1,600
Food Allowance	1,000
Medical Allowance	1,250
Special Allowance	33,827
Monthly Gross Pay	73,875
Employee Provident fund	1800
Professional Tax	200
Monthly Net Pay	71,875
<b>Annual Components</b>	
KPI Fixed Pay (Paid on Quarterly Basis)	49,250
KPI Pay Adjusted to Achievements (Paid on Quarterly Basis)	49,250
Annual Gross Pay (Monthly Gross Pay * 12 + Quarterly Pay)	<b>985,000</b>
Provident fund	21,600
Health Insurance	15,000
<b>Cost to Company</b>	<b>1,021,600</b>



**Note:**

- After six months' probation period, we will review the offer.
- The quarterly Pay comprises two components i.e. KPI Fixed Pay and KPI Pay Adjusted to Achievements. The second component is a variable pay which depends on your performance against set KPI.
- You are also eligible for a joining kit worth INR 1.5 Lakhs upon accepting the offer and joining us.  
As part of your joining kit, you have chosen the below option:  
Android smart watch + bose noise cancelling head phone + joining bonus of INR 100,000"