Bloom Consulting Services Pvt.Ltd.



Registered Office: Flat No 201 DevikaDeep Apartment Plot No 310 B, ChowdharyChowkJaripatka Nagpur440014 www.bloomcs.com

Tuesday, 30 April 2024

Surya Devi Angappan, D/O Angappan, No. 3/66, Idaiyan Karuppanb Kovil Street, Irumbadi, Vadipatti Taluk, Madurai Tamil Nadu - 625205

Dear Surya Devi,

We are pleased to offer you an appointment as a **Test Engineer** with our company with effect from **1**st **May 2024**, which is the proposed date of joining. Our offer letter is valid till today, 30th April 2024, for you to sign and revert over email.

Your appointment shall be under the following terms and conditions:

- 1. Compensation & Benefits: Your position will carry annual salary of Rs.10,25,000/- (Ten Lakhs Twenty Five Thousand Only) a.k.a. Cost to Company on target earnings. A model breakup of your compensation is enclosed in the annexure. The Company reserves the right to change the structure from time to time. Your individual remuneration is purely a matter between yourself and the Company and has been arrived based on your job, skills specific background and professional merit. You will be expected to maintain this information and any changes made therein from time to time as personal and confidential. All forms of compensation referred to in this letter are subject to TDS as per law.
- **2. Probation, Confirmation and Termination**: During and after probation, your notice period shall be 2 months from both sides. Your probation period shall be for 6 months. The company reserves the right to extend/shorten it if your performance is found wanting.
 - 2.1. You acknowledge that Bloom incurs significant expenses in connection with your employment, which includes recruitment, training, and for knowledge transfer regarding processes, procedures and skills necessary for your work.
 - 2.2. You need to appreciate the fact that Bloom encourages you to build a career with the Company, and to grow as an individual to meet the requirements of a growing Organization. You would also need to remain in our employment for a certain minimum period of 1 year to avail of the training and development programmes, in the form of formal plus on-the-job training that will prepare you for a meaningful career with Bloom.
 - 2.3. Therefore, in case you voluntarily terminate your employment with Bloom, by resignation, you will:
 - 2.3.1. Provide Bloom with 60 (Sixty) days advance notice of your resignation from employment. You may not offset the notice period against any accrued leaves or pay cash In-lieu of the notice period, unless agreed to by Bloom, in writing.
 - 2.3.2. If you are not able to serve the notice period for reasons that include but are not limited to, incarceration in prison, mental or physical disability sustained, or deportation from India, you Bloom Consulting Services Pvt. Ltd. (CIN: U74999MH2015PTC271367)
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- agree to specific liquidated damages, amounting to your salary for the period by which your notice falls short of Sixty days, to Bloom.
- 2.4. Clauses 2.3 and 5 shall not be enforced in case the client to whom you are deputed, requests Bloom for your services as an employee on their rolls, commonly known as "conversion", and Bloom does agree to the Client's decision to hire you directly as an employee, in accordance with the agreement between Bloom and Client. In such cases, the date of "conversion" shall be mutually decided.
- 2.5. Bloom does not agree to conversion of its employees to the assigned client's employment. However, Bloom can discontinue your employment based on the following conditions:
 - 2.5.1. By dismissal with immediate effect, for any of the just and authorized causes, as provided by law.
 - 2.5.2. In the event that you commit any act of misconduct at any time, within or outside the course of your employment, Bloom shall be entitled to terminate your employment with immediate effect, in which case no notice period shall be required, nor shall salary inlieu be payable to you. It is hereby agreed that where Bloom exercise its right to terminate your employment under this provision, such termination shall be deemed to effect solely pursuant to Bloom's contractual right herein.
 - 2.5.3. By termination through giving Sixty days' notice for failure to meet the standards of Bloom, which include dependability, efficiency, initiative, attitude towards work, cooperation, judgment, quality and quantity of work.
 - 2.5.4. By termination giving Sixty days' notice in case of redundancy, retrenchment and any cause beyond the control of Bloom.
- 2.6. If you are absent for more than 2 working days without informing company HR or Directors, it is assumed that you no longer wish to continue your employment with Bloom. In this case, all clauses from 2.1 to 2.6 are still applicable.
- 2.7. Upon leaving Bloom you are not allowed to work directly or indirectly for the project on which you worked during your tenure at Bloom. You cannot serve for the same client directly or through 3rd party payroll for the period of 3 years from your last working day. Upon breach of this clause, you will be liable to pay USD 100,000 (United Sates Dollars One Hundred Thousand) as liquidated damages to Bloom.
 - 2.7.1. Waiver of Clause 2.7 shall be permitted by requesting for written permission and by receiving "No Objection Certificate".
- 3. Transferability: Your services are liable to be transferred to any other Departments/Divisions/Office/Subsidiary of the company, anywhere in India or abroad. Notwithstanding your appointment in this company, your services may be assigned by the Company at the discretion of management to any other company/associate. You will be expected to attend the office during the working hours/shifts as may be decided by the Company. The working hours/shift could change periodically depending on the work process requirements.
- 4. Confidentiality and Non-Disclosure: You are required to maintain the highest order of discipline and secrecy as regards the work of the Company and/or its subsidiaries or Associate Companies and in case of any breach of discipline/trust, your services may be terminated by the Company with immediate effect. All inventions, improvements, discoveries made by you either alone or with any other persons will become the sole property of the Company. You will ensure that patent protections are obtained for such inventions/improvements and discoveries in India or elsewhere and hand over the same to the Company. You shall not, while in the employment of the company be engaged in any of the employment, business whatsoever or hold any office of profit or accept any other emoluments without previous consent of the company in writing. During the Employment with the Company and for a period of two years after termination of this employment arrangement, the Employee shall not carry on or engage in directly or indirectly whether as an individual, through an employee partnership or as a shareholder, joint venture partner, collaborator, consultant, advisor, contractor, director, trustee, committee member, office bearer or agent or in any other manner whatsoever, whether for profit or otherwise by himself or through any other entities, any business which competes with the whole or any part of any business being carried on or proposed to be carried on by the Company in the jurisdiction of India.

- 5. Agreement conditions: You should adhere to the agreement conditions imposed by our business associates to the extent that it affects the conduct of business and maintain confidentiality of information at all times about our customers and their data obtained during and after the course of employment with us. You shall not accept any offer of employment from our customers or solicit similar projects either directly or indirectly during and for a period of one year after termination of employment with us. You shall also sign a copy of our Company's standard Confidentiality Agreement.
- 6. Breach and Misconduct: In the event of "Breach" and "Misconduct", which shall include fraud, gross negligence, breach of confidentiality, refusal to discharge duties attributed to you by the Company, insubordination, any act involving moral turpitude, indiscipline, loss of confidence, non-performance of duties/tasks allotted to you, violation of company policy or breach of the above terms and conditions or any act or omission which may affect the Company or you adversely, the Company shall have the right to forthwith terminate your association with it without being liable to pay any amounts in respect thereof. In case any information furnished by you either in your application for employment or during the selection process is found to be incorrect / false or suppressed, the Company reserves the right to terminate your services anytime without notice or compensation in lieu of notice

7. Work from Home

- a) The employee agrees to cooperate with the Bloom in all measures to ensure that the home-based work site conforms with acceptable Occupational Health and Safety standards. The employee is responsible for all costs associated with Work from Home which includes the following list but not limited to security, internet, workstation, equipment's, etc.
- **b)** The employee agrees that the Bloom is not responsible for any liability on the part of a third party who is not an employee of the Bloom at the home-based work environment.
- c) Equipment (e.g., Laptop, Monitor, Mouse, Keyboard, SIM Card, Mobile phone, etc.) belonging to Bloom and for use by the employee at the home-based work site will be used solely for the purposes of the Bloom's work by the employee only. All equipment owned or leased by the Bloom will remain the property of the Bloom or lessor, and the employee agrees that the Bloom may have access to the home-based work site during hours of work.
- d) Equipment: It is agreed that leased equipment at home-based work site for Bloom's work, the maintenance, repair, and its well-being will be taken care by Employee at its own cost. The Employee agree to return Bloom equipment upon termination of employment at Nagpur office in working condition.

e) Hours of work/overtime:

- (1) The employee agrees to maintain an accurate and up to date record of hours worked at the home-based work site. The hours to be worked will be within the normal span of hours of the employee's hours of work and shall be agreed to and attached to this Agreement.
- (2) The home-based work site may be used for overtime provided the work is agreed to by the Bloom and the employee prior to the overtime being carried out. No meal allowance or overtime salary is applicable for overtime performed at the home-based work site.
- f) Communication: The employee agrees to be contactable and available for communication with the Bloom during the periods in which home-based work is carried out. Employee agrees to report to work as per policy set up by Bloom after joining of employee.
- **g)** Working Conditions/ Environment: The employee agrees to maintain clean, soundproof (least noise levels), comfortable and amicable work conditions to always achieve maximum productivity during working hours.
- h) Performance: Bloom and the employee agree to establish and implement an agreed procedure, appropriate to the work, by which the performance of the employee at the home-based work site can be monitored.
- i) Holidays: Bloom can create list of holidays as per employee's work location and project allocated.

j) Cyber security: Employee agrees to use secured internet connection for Bloom work to maintain data security and never store personal data on Equipment.

8. OTHER EMPLOYMENT AND INDEPENDENCE

You are not allowed to engage in other employment or work outside Bloom Consulting Services Private Limited or serve or act as a director or assume a similar position on the governing or supervisory body of an entity unless prior approval has been obtained. Accordingly, for the entire duration of your employment, you are required to inform the Human Resource Manager of any prospective directorship or equivalent appointment and obtain approval prior to the acceptance of the prospective appointment.

For the entire duration of your employment, you shall not be allowed to accept or demand in connection with the fulfilment of your duties, directly or in any way indirectly, any commission, compensation or reimbursement in any form whatsoever or any gifts from customers, suppliers or other third parties, without prior written permission. This provision shall not be effective in respect of customary gift articles of clearly insignificant value.

It is a condition of your employment that you, your spouse and financial dependents comply with the independence requirements so established by Bloom Consulting Services Private Limited as modified, amended, varied or altered from time to time. It is obligatory that you confirm in writing your compliance and compliance of your spouse, financial dependents and close family members (parents, siblings and non-dependent child/children) with Bloom Consulting Services Private Limited independence policies as and when requested and at least on an annual basis.

You are required to report promptly to HR Department of any changes in employers or employment status of your spouse and financial dependents. In this regard and as a condition of your employment, you are also required to report to HR Department if you are aware of changes in employers or employment status of your parents, siblings and non-dependent children as conflict of interest may arise from such employment relationship.

If your immediate and close family members serve or act as a member of the board of directors or similar governing body of an entity, including directorship appointments in publicly listed, public and privately-owned entities, as well as not-for-profit organizations, you are required to declare such appointments to the Human Resource Department on a timely basis.

9. Commencement of Employment: You shall report for work at Bloom's office on your effective joining date or earlier mentioned on page 1. In case you fail to join Bloom by the scheduled date or earlier, you agree to pay a penalty equating to 25% of CTC salary to Bloom.

Kindly sign the duplicate copy of this letter, if you are agreeable to our offer of employment. The detailed CTC evaluation is on the next sheet.

With Best Wishes, Bloom Consulting Services, Manish Gidwani Co-Founder & Director

I SURYA DEVI ANGAPPAN acknowledge that:

- i. I have read and fully understood all the above terms and conditions of employment with Bloom Consulting Services Pvt Ltd, and I agree to comply with them. I also agree to sign the Non-Disclosure Agreement subsequent to my joining along with abovementioned clause(s).
- ii. All representations, whether oral or in writing, made by me when applying for this position about my qualifications and experience are true and correct.
- iii. I have not deliberately failed to disclose any matter, which may have materially influenced the Company's decision to employ me.
- iv. I understand that if I have supplied any false information or have misled Bloom in any way, this agreement may be terminated by Bloom immediately, without claim.
- v. I have had a reasonable opportunity to seek advice about this Agreement and have not relied on the advice of the Company about the effect of this Agreement.
- vi. I have not had any injury or medical conditions, whether caused by gradual process, accident, disease or infection, which the tasks of this job may aggravate or contribute to, or which may prevent me from performing this job to the required standard.
- vii. The photo ID mentioned on the last page belongs to me.

I shall commence employment with effect from 1st May 2024.

Name – SURYA DEVI ANGAPPAN		
ANNEXURE – CTC		
Signature:	Date:	

Location – Madurai, Tamil Nadu (Work from Home/ Remote)

Salary Offer Letter Annexure (Salary Breaku

Name: Surya Devi Angappan Position: Test Engineer

Salary Components	Annual	Monthly
Basic & DA	5,00,000.00	41,667.00
HRA	2,50,000.00	20,833.00
Special Allowance	2,28,400.00	19,033.00
Bonus (All Type Of Bonus Covered)	25,000.00	-
Gross Salary	10,03,400.00	81,533.00
Employer Contribution to PF	21,600.00	1,800.00
Gratuity	-	-
Employer Share ESIC	-	-
Total CTC	10,25,000.00	83,333.00
Deductions : -		
Professional Tax *	2,500.00	208.00
Employee PF Contribution *	21,600.00	1,800.00
Employee ESIC Contribution *	-	-
Total Deductions	24,100.00	2,008.00
Net Take Home Pay (Before Income Tax)	9,79,300.00	79,525.00
* PF, Income Tax, PT will be deducted as per Prev	railing Taxes in Force	

Note: As a part of your CTC detailed above, you will be eligible for **Rs.25,000/-** (Twenty Five Thousand Rupees Only) as bonus mentioned below:

Rs.25,000/- (Twenty Five Thousand Only) with your 6th month salary

** Subject To Submission of Tax Declarations

