

Ref No: iGTB/19-20/6427

Date: 09 Sep 2019

Sachin Shelke
Mumbai**Sub: Your Offer of Employment in Intellect**Dear **Sachin**,

Welcome to Intellect!

It gives us immense pleasure in inviting you to join Intellect Design Arena Ltd. (“**Intellect**” or the “**Company**”) as one of its valuable member. We believe that the growth of an organization is fuelled by the enthusiasm and energy of people who are willing to invest into its future. We therefore believe that all our employees are truly our ASSOCIATES in our road to the future. We are happy that you are one such Associate joining us in our efforts to create a truly global organization.

We are pleased to inform you that you have been offered an employment in Intellect as **Associate Consultant, T120** and you would report on your joining to **Gopala Krishna Ravi Vaddi, Senior Vice President**. You will operate out of our office located at **Mumbai**.

This offer is valid till **09-Sep-2019** and we prefer you to join us on **09-Sep-2019**.

We wish to share with you the detailed terms and conditions which will govern your employment with Intellect and also associate related guidelines applicable to all Intellectians including you. All these Terms and Conditions are subject to change based on business requirements and you shall abide by the updated policies. Please note that your appointment is subject to background check /reference check/pre-employment checks as applicable.

Terms and conditions:**1. Working Hours**

Intellect observes a 5-day week with Saturday and Sunday as weekly holidays. The office hours are from 08:30 AM to 05:30 PM, with staggered lunch break of 30 minutes between 12:00 PM and 02:30 PM. Associates are expected to follow the client's working hours and holidays while on deputation to client's site in India/onsite..In the event an Associate fails to register their attendance consecutively for 3 working days, without any prior notice to their immediate manager or concerned HR, Intellect shall initiate appropriate disciplinary action against the Associate as per Intellect policy. Intellect reserves the right to registering a MAN MISSING complaint with the Police Department, in such cases.

(Signature of Associate)

Intellect Design Arena Limited

Registered Office: 244 Anna Salai, Chennai - 600 006, India | Ph: +91-44-3987 4000, 3984 3400 | Fax: +91-44-2852 3280
Corporate Headquarters: SIPCOT IT Park Siruseri, Chennai - 600 130, India. | Ph: +91-44-3341 8000
www.intellectdesignarena.com



2. Compensation & Benefits:

You will receive a total compensation of **Rs. 5,50,000/- (Rupees Five Lakhs Fifty Thousand only)** per annum. The compensation package consists of:

CM1. Fixed CTC

CM2. Position Linked Benefits

CM3. Variable Pay (Annual Performance Driven Pay or APDP)

You will become eligible for payment of APDP on completion of your first Anniversary and thereafter will be aligned to the payout cycles for each component. The quantum will be in accordance with the variable pay norms prescribed by Intellect. Associates on the rolls of the organization on the day of disbursement will be eligible for the same. The breakup of the compensation and benefits applicable to you is detailed in **Annexure-1**.

3. Employment Terms:

A. Service Rules: Your services in Intellect will be governed by the service rules and regulations, which are in force or which would be brought into force from time to time, as applicable to all Associates of the Company. All Company policies and Associate related guidelines are made available on the intranet of the Company. Changes/amendments to these policies and guidelines are made taking into consideration Company's best interests from time to time. You are advised and instructed to go through these policies and adhere to them during your employment with the Company.

B. Full Time Work: Your position is a full time employment and you shall devote yourself exclusively to the business of the Company. You will not take up any other work – part time or otherwise – or work in advisory capacity or be interested directly or indirectly in any other trade or business without the prior written consent from the Company during your tenure of association with the company. The Company reserves the right to alter or allocate different responsibility to you from time to time depending on the business needs of the Company.

C. Code of Conduct: You are expected to operate with the highest degree of initiative, economy, efficiency and responsibility. You will at all times act bearing in mind the best interest of the Company and will at no time do or say anything which compromises the Company's goal or reputation. If there is any breach of the same, or the terms and conditions laid down in code of conduct, your service could be terminated without any notice notwithstanding any other terms and conditions stipulated herein.

D. Past Record: If any declaration given or information furnished by you to the Company proves to be false/ forged or if you are found to have willfully suppressed any material information, you will be liable to be removed from services without any notice or compensation whatsoever.

E. Responsibilities: You are expected to perform effectively to ensure achievement of required results and you will be required to work under the supervision of such officers as directed by the Company from time to time. Your performance in the assigned role will be periodically reviewed and the feedback will be shared with you. In the event of your performance not measuring up to the expectations of your supervisor, the Company reserves the right to take suitable recourse up to and including termination of your services.



F. Confidentiality: You are expected to maintain utmost secrecy in regard to affairs of Intellect and shall keep any information of Intellect, whether written or oral, confidential. Please note that the terms and conditions of your services with Intellect shall be treated as strictly confidential and you are expected not to divulge its contents to any associate of the Company or any person connected with the Company. With respect to the confidentiality obligations undertaken, you shall sign a Non-Disclosure Agreement on joining of Intellect. If required by Intellect or its Clients, you will sign further confidentiality agreements or the like to further protect the interest of Intellect and/or its Clients. The confidentiality obligation will be perpetual in nature. Your service shall be terminated with immediate effect without any prior notice in the event of breach of confidentiality provision.

4. Leave Eligibility

You are entitled to leave benefits during your employment with the Company. Annual eligibility of Earned leave will depend on the length of service of the Associate. Associates are also entitled to sick leave and a woman Associate shall also be entitled to Maternity Leave and benefits. Detailed terms and conditions relating to leave eligibility is provided as relevant policies on the intranet. All these policies are subject to change and you shall abide by the updated policies.

5. Transfer of Associate

Please note that Intellect has the right to transfer you to other locations of Intellect or to transfer you to work for its Group companies or for its Clients, at their respective locations, whether in India or abroad as per the business requirements.

6. Medical Fitness

You are required to continuously maintain yourself in a state of good medical fitness so as to perform well and to discharge your assigned responsibilities adequately while in employment. If at any point in time, during your employment with the Company, you are found to be medically unfit for the job or the role assigned to you, then your services can be terminated as per the Company rules notwithstanding anything mentioned in this document or otherwise. You agree to submit yourself for any medical check-up at any time if called upon by Intellect or its clients when assigned to work at their premises.

7. Associate Representation

- a) Your appointment with the Company is solely based upon the representations made by you, regarding your qualifications and/or experience, which the Company has relied upon. If it is found at any point of time that your representation regarding your qualifications and/or experience is incorrect and/or false and/or fraudulent and/or forged, the Company shall, WITHOUT PREJUDICE TO ITS ANY OTHER RIGHTS, terminate your services with immediate effect and without notice period & without incurring any liability whatsoever thereof for the Company. Notwithstanding anything contained herein, you shall indemnify and hold the Company harmless from all cost, losses, damages and liabilities that may have been caused to the Company due to such incorrect and/or false and/or fraudulent and/or forged representation and the company shall be entitled to seek specific performance or other injunctive or equitable relief as a remedy apart from claiming indemnity from you, without limitation, Company shall also claim a liquidated damages amounting to Rs.500,000/- (Rupees Five Lakhs only).



- b) By signing this letter, you also irrevocably consent to the Company.
 - i. To initiate and perform all necessary background checks as may be required in and during the course of your employment, either by Company or through any third party authorized by the Company in this regard.

8. Notice Period & Termination

Your employment may be terminated by either party upon giving 90 days notice or 90 days salary in lieu of notice period (Whereas salary in lieu of notice period as an option can be exercised by the employee only upon approval from the Management). “Salary” for the purpose of notice period will mean Compensation as in CM1 and CM2 and will not include any other perquisite including APDP (CM3).

Notwithstanding anything contained herein, the Company shall have the right of immediate termination of your services without giving you 90 days notice period or 90 days salary in lieu of notice period, if it is found, at any time, that you have been, or are convicted by a Court of Law or penal proceedings are initiated or pending against you before any Court of Law i) for offence(s) involving moral turpitude and/or ii) offence(s) of non-cognizable nature and/or iii) for an offence(s) which the Company considers that the same may be prejudicial to the interests of it and its reputation thereof and iv) any proven misconduct.

9. Intellectual Property Rights

You acknowledge and represent that the Intellectual Property Rights (IPR) in all the work(s) done by you during the time of your employment or contract or assignment in any manner with Intellect or its Clients will be deemed as work done for hire and it belongs to Intellect perpetually and without any claim from you. IPR would mean rights in software, systems, documentations, designs, tools, inventions, patents, utility models, trademarks, knowhow, designs, drawings, specifications, reports, copyrights, source code, flowcharts, algorithms, moral rights, database rights, semiconductor topography rights, etc. (whether or not, in each case, the right is registered and including applications for, and any right to apply for, such registrations) and all rights or forms of protection of a similar nature or having similar or equivalent effect to any of these which may subsist anywhere in the world, together with all renewals and extensions to such rights. As and when requested by Intellect, you shall sign all such documents and instruments including any actions that is required to effect the purpose of assignment of IPR to Intellect during your tenure with Intellect or otherwise.

10. Non-solicitation of Customer(s)

You shall not during the term of your employment with the Company and a period of 1 year thereafter, without the Company’s express written consent, either on your behalf or on behalf of another, directly or indirectly:

- i. Assist, aid, induce, facilitate or cause any customer or client of the Company who is an existing client or customer of the Company or who had been a customer or client or who becomes customer or client of the Company during your term of employment with the Company, to cease, terminate, discontinue either any part or whole of its business with the Company;
- ii. Solicit the business of any current or future client, customer or licensee of the Company either for yourself or for any other organization.

11. Restriction on Joining a Customer

You agree that for a period of one (1) year following the termination of your employment with Intellect for any reason, you will not: (a) accept any offer of employment from any customer of Intellect, where you had worked in a professional capacity with that customer in the one (1) year immediately preceding the termination of your employment with Intellect; (b) undertake a project or provide services to any such customer, either directly as an employee of the customer or as independent contractor or through any other company or agency, where you had worked in a professional capacity in the one (1) year immediately preceding the termination of your employment from Intellect. You further agree to undertake that you will disclose information on the existence of conditions mentioned in this clause to the company or agency where you would seek employment or get employed within the period of one (1) year following your termination of your employment with Intellect for any reason.

12. Non-Solicitation

You shall not during the term of your employment with the Company and any time thereafter, without the Company's express written consent, either on your behalf or on behalf of another, directly or indirectly abet, induce, facilitate, contact or deal with the employee(s) of the Company or its associated entities for the purpose of making such employee(s) leave the Company and/or hiring them either for yourself or for any other organization, entities, etc.

13. ISMS

You shall read and understand the information security training material(s) of Intellect and complete the ISMS Certification within one month of your joining Intellect, failing which appropriate disciplinary action as per Intellect policies may be initiated against you, including withholding of your salary till such period you complete the ISMS Certification.

14. Superannuation

You will retire in the normal course from the services of the company on attaining the age of superannuation, which would be the end of the month following your 60th birthday.

We wish you all the very best and look forward to a long and mutually beneficial association.

Kindly confirm your acceptance of the above conditions by signing and returning the duplicate copy of this letter.

Yours sincerely,
for Intellect Design Arena Ltd.,

GOVIND SINGHAL
PARTNER & PRESIDENT

I have carefully read and understood the above offer terms including the terms contained in Annexure I and agree that the provisions of this letter and the Annexure I are reasonable and necessary, and accept the same irrevocably and unconditionally. I agree to update myself of all company policies and associate related guidelines available on the Company intranet and adhere to them during my tenure of employment with the Company.

Signature :

Name :

Date :



Annexure 1 – Compensation Break Up Details

| CM1 | Fixed CTC | (In Rs. p.a.) | CM2 | Position Linked Benefits | (In Rs p.a.) |
|-----------|-----------------------------|---------------|---------|---------------------------|---------------|
| CM1.1 | Salary | Rs.4,21,390/- | CM2.1 | Stay Connected | |
| CM1.1.1 | Basic Salary | Rs.1,80,000/- | CM2.2.1 | Telephone Reimbursement | Rs.0/- |
| CM1.1.2 | House Rent Allowance (HRA) | Rs.90,000/- | CM2.3 | Protect Life | |
| CM1.1.3 | Special Allowance | Rs.64,750/- | CM2.3.1 | Health Insurance Premium | Rs.5,400/- |
| | | | CM2.3.2 | Personal Accident Premium | Rs.100/- |
| CM1.1.4 | Other Allowance | Rs.86,640/- | CM2.4 | Leave Travel Allowance | |
| CM1.1.4.1 | Conveyance | Rs.19,200/- | CM2.4.1 | Leave Travel Allowance | Rs.0/- |
| CM1.1.4.2 | Medical Reimbursement | Rs.15,000/- | CM2.5 | Additional Allowance | |
| CM1.1.4.3 | Statutory Bonus - Adv | Rs.16,800/- | CM2.5.1 | Additional Allowance | Rs.47,000/- |
| CM1.1.4.4 | Meal Voucher | Rs.35,640/- | | | |
| | | | CM2 | Position Linked Benefits | Rs.52,500/- |
| | | | | | |
| CM1.2 | Retirals | Rs.39,258/- | CM3 | Variable Pay (APDP) | (In Rs. P.a.) |
| CM1.2.1 | Provident Fund | Rs.21,600/- | CM3.1.1 | Individual PDP | Rs.29,482/- |
| CM1.2.2 | Gratuity | Rs.8,658/- | CM3.1.2 | Team PDP | Rs.3,685/- |
| CM1.2.3 | Superannuation | Rs.9,000/- | CM3.1.3 | Organization PDP | Rs.3,685/- |
| | | | | | |
| CM1 | Fixed CTC (CM1.1 + CM1.2) | Rs.4,60,648/- | CM3 | APDP | Rs.36,852/- |

*Annual Performance Driven Pay is linked to performance and the payment terms will be as per the organization policy. Associates on the rolls of the organization on the day of disbursement will be eligible for the same.

#Payment of Gratuity and Superannuation will be in accordance with Statutory Acts and norms.

*If you are opting for Meal Voucher, Rs.2970/- month will be adjusted against your Special Allowance.



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| LIST OF DOCUMENTS TO BE SUBMITTED ON DATE OF JOINING |
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| At the time of joining, you are requested to bring the below mentioned documents in original , with a copy of each. |
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| <ol style="list-style-type: none">1. Your relieving order from your previous employer (Mandated to be submitted on the very first day of reporting for joining) 2. Experience/Service letter from all your previous employers worked earlier 3. SIX Passport and THREE Stamp size photographs (RED color background is a must) 4. Salary certificate from your previous employer indicating tax deducted so far 5. Copies of all Educational certificates (10th, 12th, Degree and PG) 6. Copy of any Govt ID proof (Adhar Card) 7. Copy of Passport – first and last page (if PP is available) 8. In case of transfer of PF, PF Slip from the previous employer. This will be attached with PF transfer Form (Form 13-Revised) issued to you on your date of joining Intellect. In the absence of a PF slip, please furnish the complete address of the Provident Fund Commissioner Office /Trust where the PF account is maintained by the previous employer(s). |
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