

*Confidential*

February 21, 2019

Mr. Vadde Bajari  
#1/36/3, B C Colony, Khyruppala  
Kurnool, Andhra Pradesh - 518465

Mobile No: 9032709145  
Email ID: vo.bj03@gmail.com

Dear Bajari,

With reference to your application and subsequent discussions with us, we are pleased to offer you an employment in Sify Technologies Limited ("Sify" or "the Company") on the following terms ("Offer"):

You will be designated as **Software Engineer** in Band **2A** in our Delivery - Managed Services Division at Chennai.

Your Total Cost to Company (TCTC) package will be ₹ 6,50,000/- (Rupees Six Lakhs and Fifty Thousand Only) per annum and the TCTC package break-up is given in Annexure A.

Your employment with the Company will be governed by the general terms and conditions as specified in **Annexure B** and by the policies in place from time to time. You are required to carefully read and understand the Offer before accepting the same.

This letter of offer is valid until **February 28, 2019** for acceptance ("Offer Valid Date").

Your employment shall commence on or before **March 26, 2019 ("Joining Date")**. At the time of joining, you are required to provide all the attested photocopies of documents listed in the Annexure C.

Your failure to accept the Offer on or before the Offer Valid Date or to join or to complete joining formalities on the Joining Date will be presumed that you are not interested in the Offer and the Offer will stand revoked on the respective dates.

Please note that this Offer is being made on the basis of the information and details provided by you. If, at any time, any information or details given by you are found to be false or incorrect, your services will be liable for termination with immediate effect without any notice or compensation.

We look forward to a long and mutually rewarding association with you.

Welcome to Sify family.

Yours sincerely,  
For Sify Technologies Limited,



**Lalith Sharma**  
**Head – Human Resources**

I, Vadde Bajari, acknowledge that I have read, understood and accept this offer and the terms and conditions contained in the attached Annexures, and agree to be bound by the terms and conditions of employment as outlined therein.



Signature

27/02/19

Date

## Annexure – A

SIFY Technologies Limited		SALARY STRUCTURE	
Name : Vadde Bajari		Band : 2A	
Designation : Software Engineer		Location: Chennai	
HEAD	Per annum (₹)	Per month (₹)	
A. Basic Salary	2,40,000.00	20,000.00	
B. Allowances / Reimbursements			
House Rental Allowance	1,20,000.00	10,000.00	
Leave Travel Allowance	20,000.00	1,667.00	
Special Allowance	1,81,600.00	15,133.00	
C. Retirals			
PF (Company's Contribution)	28,800.00	2,400.00	
Gratuity	9,600.00	800.00	
Cost to Company (CTC) per annum (A+B+C)	6,00,000.00	50,000.00	
D. Variables:			
Performance Based Incentive (PBI)	50,000.00		
Total Cost to Company (TCTC) per annum (A+B+C+D)	6,50,000.00		


You will be solely responsible for payment of your income tax. The Company will deduct income tax based on the documents submitted by you from your monthly compensation and remit such monies to the tax authorities on your behalf.

Statutory deductions such as Provident Fund (PF), Employee State Insurance (ESI) & others shall be applicable as per the relevant Acts. Gratuity is a notional value and will be payable as per the policies of the Company and subject to the provisions of the Payment of Gratuity Act, 1972.

Variables payout(s) will be paid as per the applicable incentive policy (s) laid out from time to time and you need be on rolls of the company and not serving the notice period on the date of payout.

- PBI is payable based on the achievement of mutually agreed milestones/goals/ KRA/KPI. A copy of the milestones should be given to HR within one month of your joining, duly agreed upon by your immediate superior. Incentive payment, which is on achievement of agreed upon milestones/goals will be payable only upon you being part of the annual appraisal cycle and being on the rolls of the Company and not serving the notice period on the date of payout. This payout is as per Company Policy and subject to the management decision. The scheme may be changed or modified or cancelled in part or full thereof from time to time at the sole discretion of the management.

I agree to the above terms and conditions

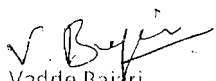
  
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**General terms and conditions**

1. **Office Details:** On your date of joining, you will report for duty at 9 AM at the following address:  
Contact Person: Arthi Bhaskar  
Address: Sify Technologies Limited, 2nd Floor, Tidel Park, 4. Rajiv Gandhi Salai, Taramani,  
Chennai – 600113
2. **Hours of Work**  
Your working hours will be governed by the Company's policies and Company may revise the same from time to time based on business needs. Being a global organization, you may be required to work on staggered timings/shifts to support the 24/7 business operations of the Company. Failure, refusal or inability to work in shift without reasonable cause may lead to severance of employment. In the event you are deputed at client site, you will be governed by the norms specified by the client.
3. **Location and Transfer**  
The Company reserves the right to transfer you anytime to any other location, worksite, department, associated or affiliated companies in India or outside India, establishment or branch of the Company/Group which may be established hereafter in India or abroad. In such cases, you will be governed by the terms and conditions of service applicable to the new assignment at the time of transfer.
4. **Probation**  
You shall be on probation for a period of Six (6) months (2 full quarterly review cycle). On completion of your probationary period, your services may be confirmed or your probation period may be extended for an additional period based on your performance.
5. **Background verification and Medical fitness**  
Your offer of employment is contingent on your completion of medical fitness examination and duly declared "FIT for employment" by Medical Practitioner (MBBS & above only) and successful background verification and reference check with your past employers. By accepting this Offer you are formally authorizing the Company to carry out the background checks either directly or through an authorized representative to verify the information provided to us during the hiring process.

In the event the Company receives any adverse report about you during the background or reference check which may be detrimental to the interests of the Company; or if the Company opines that the information furnished by you is not true, then, the Company reserves the right to terminate your services immediately (notwithstanding any other provisions) on the grounds of misrepresentation of facts and the Company shall not be liable to pay any amount what so ever.

I agree to the above terms and conditions

  
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**6. Personal Information**

It is your responsibility to notify the Company of any changes in your personal information (ex: address/phone no's/marital status/dependent details/qualification etc.) within 3 working days. In the absence of the same, Company shall consider the information available with it as correct & updated to its best of knowledge and the onus will lie on you and Company shall not be held liable for misinformation or incorrect information.

**7. Training**

You may be selected and sponsored by the Company for Training and / or assignments in India and /or abroad. You will diligently and beneficially take part in the training and / or such assignments as per Company policy and sign up agreements as required.

**8. Dress Code**

You are expected to dress in business attire, smart casuals and/or uniform based on the Company policy which may be revised from time to time. All associates are expected to dress in a professional manner. You may please read through our administrative policy upon joining.

**9. Office Decorum**

You are advised to maintain the office decorum and ensure that the other colleagues are not disturbed from their work. It is your responsibility to ensure that the offices of the Company are kept neat and tidy always.

**10. Healthy Environment**

In order to maintain a clean and healthy atmosphere in the workplace, smoking, alcohol consumption and chewing of tobacco is strictly prohibited within the office premises and while on a client call. The Company will be forced to initiate severe disciplinary action which may also include termination of services if an associate is found guilty of this Provision.

**11. Personal Belongings**

SIFY will not accept liability for loss of personal belongings on the premises. The Company discourages associates from bringing valuables to the workplace and leaving them in the Office Premises.


**12. Company standing orders and Policies**

You shall read and abide by the Company's standing orders and policies available on intranet and HR systems and keep yourselves updated with all the changes from time to time made with intimation to the associates.

**13. Code of Conduct**

Sify prides itself as a Company with the highest order of ethical conduct in its dealings with associates, customers, suppliers, and governments. As part of your employment with the Company, you are bound by Company's Business Conduct Guidelines and Confidential Agreement. You are required to adhere to the Company's policies and procedures, framed from time to time and displayed in the intranet. If you are meeting the client or working at client site, you will not make any representations oral or in writing without consulting your reporting manager.

I agree to the above terms and conditions

  
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**14. Non-Disclosure & Secrecy**

During the period of your employment, you shall work honestly, faithfully, diligently and efficiently for the growth of the organization. You are expected to maintain utmost secrecy regarding the affairs of the Company and shall keep confidential any information, instruments, documents, etc., relating to the Company that may come to your professional knowledge as an associate of the Company. A detailed Non-disclosure agreement shall be signed by you at the time of joining.

In accordance with the standard practice of the Company, you shall keep the terms of your employment as private and confidential. You are advised not to disclose or discuss your compensation with anyone except with Human Resources Department.

**15. Conflict of Interest**

- a. Your position with the Company calls for whole time employment and you will devote yourselves exclusively to the business of the Company. You will not take up any other work with or without remuneration (part time or otherwise) or work on advisory capacity or be interested directly or indirectly (except as shareholder or debenture holder) in any other trade or business, during your employment with the Company, without written permission from the Company.
- b. You shall neither directly or indirectly work or do consultancy or engage in any such products or services (including actual or demonstration or anticipated research or development) on which you would have worked or learned, proprietary or confidential or trade secrets information while employed at Sify for any organization.

**16. Non-Conflicting Obligations**

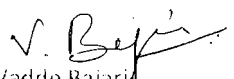
You also represent that you will not bring with you or disclose to Sify, or use in the performance of your responsibilities at Sify, any confidential information not generally available to the public of a former employer or any other party, unless you have obtained written authorization for its possession and use. You also agree that, during your employment with Sify, you shall abide by any confidentiality obligations you may owe to any former employer or other party. You also agree and represent that you are not bound by any valid agreement or obligation of non-competition or non-solicitation to any former employers or other parties.

**17. Non-Solicitation**

While you are employed by Sify and for one year period after leaving the services of the Company, for any reason whatsoever, you will not without prior written permission from the Company directly or indirectly (whether alone or as a partner, joint venture, consultant, officer, director, investor, associate, agent or independent contractor) whether for yourself or on behalf of any other person or entity or attempt to

- a) Solicit, persuade, hire or employ any associate of Sify
- b) Solicit business from any Sify customers or potential customers on whose account or with whom you dealt with while in employment, for a similar business/activity, which is in competition with Sify.
- c) Knowingly permit any person or entity that employs you or that is directly or indirectly controlled by you to engage in any of the conduct prohibited by this Non-Solicitation section.

I agree to the above terms and conditions

  
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#### 18. Intellectual Property & Inventions

All inventions, improvements and discoveries made by you or jointly while on employment need to be disclosed to Sify. All such intellectual property, software, systems, structures and processes and inventions, improvements, discoveries, technical ideas and designs used, developed or designed by you during the course of your employment with Sify in relation to the projects and applications, and all patents, designs, copyright and other commercial or intellectual property rights covering the same, are the absolute property of Sify. Sify has the sole right, title and interest over such inventions, improvements, and discoveries and Sify has the right on such intellectual property. At the Company's expense, you will do all things necessary to ensure these remain the property of SIFY. You irrevocably waive all moral rights under the IPR Laws including Copyright, Designs and Patents Acts and all similar rights in other jurisdictions which you have or will have in any existing or future works.

#### 19. Retirement

The retirement age is 58 years. The employment with the Company shall automatically cease at the end of the month in which the associate completes the retirement age of 58 years.

#### 20. Termination of Employment

- **At will**

During the period of your employment with Sify, the services may be brought to an end by either side giving three months' notice or three months' salary in lieu of the notice period. However due to exigencies of business the Company may at its sole discretion reject the salary in lieu of notice and ask you to serve the entire or part of the notice period. If you wish to avail leave during the notice periods, your notice period will be extended in proportion to the number of leaves availed during the notice period. Goods and Services Tax (GST) will be applicable for all notice period recovery.

- **Breach or Misconduct**

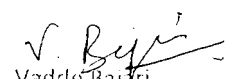
If in the reasonable opinion of the Company you are guilty of misconduct, Company may terminate your employment without notice and any payment thereof. Misconduct includes but is not limited to unauthorized absence for more than 5 working days, dishonesty, theft, fraud, misrepresentation, breach of Business Conduct Guidelines, policies, applicable laws and refusal to obey reasonable command of supervisor.

- **Performance**

During your employment with Sify, if your performance is not upto the Company's expectation, Company shall take you through the performance improvement plan and/or shall decide on your continuity of service if there is no improvement in your performance.

As per the Company policy, the service certificate shall be issued subject to completion of exit formalities, handing over all Company property/assets and serving the notice period.

I agree to the above terms and conditions

  
Vadde Bajari  
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**21. Care and Return of Company Materials**

At the time of joining or during the course of employment if any article, documents, equipments including but not limited to papers including LOI/purchase orders/IR, drawings, notes, memoranda, manuals, specifications, designs, prototypes, devices including laptop/desktop/hard disk/data cards/ USB drives, documents, diskettes – CD/DVD and tapes, and any other material on any media containing Company confidential information or propriety technical or business information ('Company Property') has been provided to you, you undertake to ensure that the Company Property is used with due care and as per the Company guidelines. You will not lose, misuse, damage, alter or be negligent in using the Company Property. In the event of any loss or damage, misuse of Company Property the same will be recovered from you must ensure that all Company property/assets are returned in good condition to the company on cessation of employment(on your last working date).

**22. Deductions from Salary or Wages**

Company reserves the right to make deductions from your salary (including normal remuneration, notice pay, holiday pay, sick pay or any other pay that may be awarded to you) for any monies owed to the Company. This may include, but shall not necessarily be limited to, a failure to attend for work in accordance with your contract; repayment of salary advances; training courses; payment in lieu of notice if gross misconduct is discovered after you leave the employment of the Company; and any negligent damage to any property, asset or equipment owned by the Company or customers of the Company. In the event of termination however, all monies will become immediately payable to the Company. Company also reserves the right to make a deduction from your final payment for any sums that are due at your time of leaving.

**23. Overpayments and Errors**

Although unlikely, mistakes may occur with the calculation and payment of salaries or incentives. You should always check your payslip, and in the event of any discrepancy, raise the matter within 3 working days. In the event of making an overpayment or an incorrect deduction, you agree that a deduction/adjustment will be made to your next payment. If an overpayment is not noticed for some time, you agree that the Company will reclaim the overpayment by making deductions from your salary, possibly on a deferred payment basis and by agreement with you in mutual understanding and recover from final settlement in the event of your separation.


**24. PAN, UAN & Aadhar**

PAN, UAN and Aadhar numbers are mandatory for your joining in India and In the absence of the same, your salary will be withheld.

In case you don't have the above documents, you are advised to apply and submit the application acknowledgement copy.

Also, you must be aware that with effect from 1st December 2016, Universal Account Number (UAN) has been made the primary identification of the members to remit the Provident Fund (PF) contributions and, you are instructed to provide the UAN No with your pass book at the time of joining. In case where the associate does not have UAN number (for eg.: fresh/first employment), the associate shall be treated as new member and UAN will get generated.

I agree to the above terms and conditions

  
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**25. Authorization**

Only those authorized by a specific power of attorney may sign legal documents, representing the organization. You are advised to refrain from any such document signature on behalf of the Company and in case of any query, you may reach out to our legal team.

**26. General**

The above terms and conditions including those in Annexure-A (Salary stack up) are based on Company policies, procedures and other rules currently applicable in India as well as Overseas and are subject to amendments and adjustments from time to time. You will also abide by all other policies, rules and regulations of the Company as shall be in force from time to time.

**27. Miscellaneous**

All our associates who are handling national roles are required to travel to the regions every fortnight which would work out to 2 trips in a month to a region & may be more as per business requirements.

If felt necessary, during your employment, Company may get you medically examined and continuation of your services will be subject to you being declared medically fit by a doctor referred by the Company.


Once Offer is accepted, you may withdraw your acceptance within 15 days from the date of acceptance. If you decline this offer after the acceptance and post 15 days of grace period, the Company reserves the right to take appropriate remedial action including but not limited to legal action which shall protect the best interest of the Company.

Any violation to the stated policies and guidelines will result in disciplinary action, as deemed appropriate by Company including termination of services.

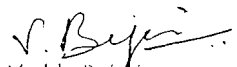
All and any dispute arising out of this offer letter shall be subject to laws of India and be referred to the court of Chennai.

Company reserves the right to amend any of the benefits and/or employment terms and conditions stated in this contract with or without notice. The rules and regulations as framed by Company from time to time shall become conditional upon you and by which you shall abide.

For Sify Technologies Limited

  
Lalith Sharma  
Head – Human Resources

I agree to the above terms and conditions

  
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## Annexure C

### Pre Joining Document Checklist

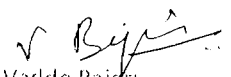
The following checklist indicates the documents that you have to submit on or before joining SIFY Technologies Limited.

In case, you have not submitted any of the below documents, please scan or take a photocopy of the below documents and send it to us within 7 days of receiving the appointment letter to ensure a smooth on-boarding experience.

S.No	Details
1.	Appointment letter of SIFY duly accepted and signed
2	Educational Certificate (s)
	X std mark sheet
	UG degree certificate (s)
	PG degree certificate (s)
3	Technical Certificate(s) or Professional / Functional Certificate(s)
4	Photographs – passport sized (2 nos with white background only)
5	Copy of PAN CARD& PF – UAN no with passbook
6	Aadhar Card (Address Proof)
7	Resignation acceptance / Relieving letter from your current and previous employer
8	Pre --Employment Medical Examination Fitness / Reports
9	Service Agreement, if any

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