



Date: 23rd March 2018

# Mr. Ganapathi

S/O. Mr. V Palani

55, North Car Street, Chinthamani, Puliyangudi/Tirunelveli District, Tamilnadu-627855

## **Letter of Employment**

### Dear Ganapathi,

We are pleased to appoint your employment in our organization **eCentric Solutions Private Limited**, situated at Hyderabad as **Fullstack Developer** 

- 1. Your employment will commence from **26th March 2018** as **Fullstack Developer**, during which you will render services to our client at their premises subject to the terms and conditions set forth herein and in accordance to the instructions received by you from us or any other authorized person and will be bound by our rules and regulations.
- 2. You will be deployed at our Client **Wipro Limited, Chennai**. However, you will be required to work where directed by the Company anywhere in India and/or abroad and shall change your place of work as and when directed by the Company. You will report to the site as per the site requirement.
- 3. Details of your salary break up with components are as per the enclosure attached herewith.
- 4. You will be entitled for 15 day leaves per annum on pro-rata basis and additionally will be entitled for public holidays and weekly off's as per the Client's terms & policy. They are to be taken in consultation and with prior approval from your Reporting/Line Manager's and eCentric HR. You will be governed by the working hours applicable to your location of posting and will be required to work additional hours as may be necessary for the efficient execution of your responsibilities.
- 5. This appointment is subject to reference and background checks to be conducted by the company or through designated third parties. If for any reason, the reference or background checks reveal any misrepresentation or any information detrimental to the interest of the company or If any declaration given or furnished by you to the Company prove to be false or if you are found to have willfully suppressed any material information in such case, the company shall be entitled to terminate your services with immediate effect, without notice. Your services can be terminated by either party by giving to the other, a notice of 15 Days. The Company however, reserves its right to terminate your employment by giving you salary for 15 days in lieu of the notice. The Company reserves its right to recover an amount equivalent to one month's salary on pro-rata basis if you fail to give to the company, adequate notice of your intention to terminate your employment. If there are any dues owing from you to the Company, the same may be adjusted against any monies due to you by the Company on account of salary, bonus or any other payment owned to you under the terms of your employment.

With warm regards, Yours truly, For **eCentric Solutions Private Limited** 

**Authorized Signatory** 

Enclosures: - (i) Compensation sheet; (ii) Standard Terms of Employment





### **Annexure**

Name: Mr. Ganapathi

**Designation: Fullstack Developer** 

Components	Monthly	Yearly
Basic	52000	624000
House Rent Allowance	26000	312000
Medical Allowance	1250	15000
Conveyance	1600	19200
Bonus	0	0
Performance Allowance	2263	27156
Personal Allowance	2263	27156
Gross( A)	85376	1024512
EMPLOYER CONTRIBUTIONS		
<b>Employer PF Contribution</b>	1800	21600
PF Admin charges @1.15%	174	2088
Insurance	150	1800
ESI @ 4.75% on Gross	0	0
Sub Total (B)	2124	25488
CTC ( A+B)	87500	1050000
EMPLOYEE CONTRIBUTIONS		
<b>Employee PF Contribution</b>	1800	21600
ESI @ 1.75% on Gross	0	0
Professional Tax	183	2196
Sub Total (C)	1983	23796
Net Salary (A-C)	83393	1000716

### Terms:

\* You will be entitled for a Variable pay of Rs. 60,000/- after successfully completing one year of continuous service with Ecentric Solutions Private Limited. If in case your project is ended before completion of one year, variable pay will be disbursed on a prorated basis.

\*Net Salary is subject to Income Tax deductions as per applicable law(s).

Yours truly,

For eCentric Solutions Private Limited

**Authorized Signatory** 





#### STANDARD TERMS OF EMPLOYMENT

#### 1. VALIDITY TERM OF EMPLOYMENT:

- 1.1. Notwithstanding anything above, depending upon the aforementioned project/work/deputation, the Company reserves its right to extend/renew your temporary appointment for such period or periods as may be necessary depending upon the exigencies relatable to the work for which you are hereby engaged. In that event, the Company shall in writing extend/renew your temporary assignment on the term as may be indicated in such letter and in the event of your acceptance of such extension/renewal of the assignment; you shall be governed by such terms and conditions as may be indicated therein.
- 1.2. It is specifically understood by you that during your term of your employment, you shall neither seek nor accept to be employed, engaged, hired by or in any manner whatsoever, render services to any third party either in India or abroad whether on deputation or otherwise. This obligation shall be binding on you whether the said third party is engaged in similar business as the Company or otherwise.
- 1.3 Your appointment is being made on the basics of your particulars such as qualifications, etc. as given in your application for employment and in case any information, as given by you, is found false or incorrect, your appointment will be deemed void and liable for termination without notice.
- 1.4 In case there is any change in your residential address, you will intimate the same in writing to our Operations Team within three days from the date of such change and get such change of address recorded.

### 2. COMPENSATION:

- 2.1. You will be entitled to an employer's contribution of Provident Fund as per the rules applicable.
- 2.2. You will be covered under a Group Insurance Policy as applicable.
- 2.3. You will be entitled to all other statutory benefits wherever applicable during the period of this Employment.

### 4. DISCRETION:

- 4.1. That your appointment and continuance in the organization is further subject to your remaining physically and mentally fit and the Management shall have a right to get you medically examined at any time from any registered medical practitioner or a civil surgeon, of the area purely at its discretion
- 4.2. During the period of this Employment, your services could be deputed at the sole discretion of the Company to any of the company's clients to do work pertaining to or incidental to such Client's





business. Such deputation will be communicated to you by way of a letter from the Company, and this will be effective from the date mentioned in such letter.

### 5. DEPUTATION:

5.1. During the tenure of the deputation, you will continue to be an employee of the Company and your compensation and applicable allowances shall be payable only by the Company. In this regard, you shall not be entitled to receive any payments, either as fees, expenses, reimbursement or such other allowance, directly from the Client to whose site you may be deputed.

## 6. RULES/POLICIES OF THE CLIENT:

- 6.1. In the day-to-day functioning or carrying out your responsibilities and duties, you will receive instructions from the Client and will undertake to abide by any suggestions, etc. given by any assigned person(s).
- 6.2. You shall also abide by any training that may be offered to you by the Client.
- 6.3. You shall be bound to follow the working hours of the Client's organization.

### 7. NON - DISCLOSURE:

- 7.1. You shall take care not to disclose or divulge confidential information/trade secrets, etc. belonging either to the Company or to the Client, that you may come across in the course of your responsibilities either to the Company and/or to the Client or to anyone outside the Client's organization and you shall use such confidential Information only in connection with the services provided by you to such Client.
- 7.2. Further, you shall not utilize any Confidential Information acquired in consequence of your employment for you benefit or for the benefit of any third party other than the Company or its Client who has disclosed such Confidential Information or for whom you have created the Confidential Information.

## 8. ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS:

8.1. You are employed by the company on the express understanding that all services provided by you whether at the Company site(s) or on deputation, are being done on behalf of the company or its clients. Consequently, any and all intellectual property rights (including but no limited to patents, copyrights, trademarks, etc.) arising therein shall be owned exclusively by the Company or its clients to whom you may be providing the services on deputation. In this regard, it shall be deemed that you have provided your consent for the assignment of any and all intellectual property rights developed either solely by you or jointly with the Company or its clients exclusively and solely either in favour of the Company or its clients and you shall do all such acts as may be necessary to ensure that the ownership of all such intellectual property rights vests solely with the company or its clients, as the case may be.





### 9. LIABILITY:

- 9.1. You shall at no point of time make any claim or assert any right to employment, damage, loss or compensation of any sort whatsoever against the Client. This arrangement of deputation is purely aemploymentual agreement between the Company and the Client for the time specified.
- 9.2. Further upon the lapse of your term of employment with the Company or earlier termination thereof, you shall have no right or claim against the Company for continued employment and in this regard, the Company does not guarantee or warrant any continued employment after the term of employment or earlier termination thereof.
- 9.3. You shall not engage in any act subversive of discipline in the course of your duty/ies for the Client either within the Client's organization or outside it, and if you were at any time found indulging in such act/s, the Company shall reserve the right to initiate disciplinary action as is deemed fit, against you.

#### 10. INDEMNITY:

10.1 You shall be responsible for protecting any property of the Client entrusted to you in the due discharge of your duties and you shall indemnify the client if there is a loss of any kind to the said property.

All other terms and conditions of your employment remain unchanged.

We want you to understand that this is a rapidly growing company. It is a challenging environment that will require a lot of time and effort on your part. The Company is an evolving organization that can provide opportunities to individuals with talent that are committed to reaching our corporate goals. The Company provides a work environment that inspires creativity, outstanding client service, attention to detail and personal advancement. This is the kind of work environment that brings the best out in our employees and in turn brings the best in our Clients. We welcome your experience and skills to our term and expect your effort and talent to be a part of our growth and success.

Yours truly,
For **eCentric Solutions Private Limited** 

**Authorized Signatory**