



# Terms & Conditions

**INTLUM TECHNOLOGY PRIVATE LIMITED**  
**107 Rabindra Sarani Bye Lane, North Dumdum, Durganagar, Kolkata- 700065**

## Terms and Conditions

**Personal & Confidential**

### **1. PLACE OF WORK:**

Your initial employment location will be at 107, Rabindra Sarani Bye Ln, Durganagar, North Dum Dum, Kolkata 700065, West Bengal. However, your services are transferable to any place in the country or abroad or any of the company's associate or sister concern or its subsidiary client location, at the sole discretion of the management.

### **2. SALARY AND BENEFITS:**

Your per month's Gross Salary is subject to the deduction of **Professional Tax (PTAX) and TDS** as per the salary slab.

### **3. JOB ASSIGNMENT/REPORTING:**

In your assignment, you will be responsible for the duties of your current position for which you are hired, as more particularly laid out in the job description for this position. You will report directly to the supervisor nominated by the management.

### **4. PROBATION PERIOD:**

Employees get confirmed after 3-6 months of the probation period according to their performance, attendance, discipline, skillset etc. This probation period could be extended based on the performance evaluation. **Employees will be eligible to receive their salary slips only after their confirmation by the management and upon receiving the Confirmation Letter from Intlum Technology Private Limited.**

### **5. WORKING TIME AND COMPENSATION:**

#### **Hours of work/shift working/additional hours:**

Your working week will consist of working hours from **11 am to 8 pm** from **Monday to Saturday**. However, you may have to come on any day as asked by the management, and will be decided from time to time based on business necessity or environmental conditions. **The First working day and the last working day of the week need to have mandatory attendance.** If absent then the weekends would be considered as leave (LOP), if not informed at least a week before.

As a remote employee, you must maintain a reliable internet connection and necessary equipment to perform your job duties. You are expected to adhere to the agreed-upon work schedule and be available during regular business hours, unless alternative arrangements are made with your reporting head. As per company policy, you should report regularly on the progress of your work.

The company aims to ensure that persistent working of extra hours is avoided. However, on occasions when you are unable to finish your assigned work or meet the deadline then you may be required to work beyond your normal hours.

Every day you are entitled to 60 minutes of break. Every employee needs to follow a particular lunch; Tea/ Cigarette break timing of a span of 60 minutes. Lunch Time taken beyond 60 minutes would be penalized.

**Your grace period is up to 11.15 am every day. If you arrive after the stipulated time, then you will be marked late. Every 3 late marks will result in the loss of 1 leave (LOP).**

#### **Personnel Files:**

Employee personnel files are the property of the company and do not belong to the employee. However, upon request, the company will provide employees with copies of performance evaluations and other performance-related documents that the employee has previously received.

### **6. COMMUNICATION AND COLLABORATION:**

You are expected to maintain regular communication with your manager and colleagues using company-approved communication channels. Collaboration with team members, participation in meetings, and adherence to project timelines are essential aspects of your role as a responsible employee. You must demonstrate professionalism and courtesy in all written and verbal communications with colleagues and managers.

### **7. LEAVES AND DEDUCTION:**

The maximum period of Casual & Sick leave which a staff is allowed to avail is **18 days in a calendar year** subject to a maximum of **2 days at a time, normally. After the job confirmations, Casual Leave and Sick Leave stand to benefit.** The employee will receive **one (1) casual leave every month, and one (1) sick leave every two months.** Therefore, there will be 12 casual leaves and 6 sick leaves per calendar year. Any leave over and above the casual leave will be treated as **Leave without Pay (LOP).** Every Leaves will be calculated on Pro-Rata Basis. When your employment ends, if the number of day's annual leave you have taken exceeds your pro-rata entitlement for the calendar year, **an appropriate deduction will be made from your final pay.** Even on a pro-rata basis if you are absent, you will be deducted for the number of days you are absent. The calculation for such deductions will be based on your gross salary deducted by the number of days for that month.

If a Saturday is declared off (based on work flow) and an employee takes unplanned or sick leave on the Friday before or Monday after, it will be treated as a **"sandwiched leave."** This means two leaves will be deducted:

- **For confirmed employees:** 1 paid leave (CL/SL based on the reason) + 1 LWP. If no paid leave balance is available, 2 LWPs will be deducted.
- **For non-confirmed employees:** 2 LWPs will be deducted.

- The employee is entitled to leave benefits from the date of joining if his/her employment is confirmed from the date of joining.
- Sundays and Holidays falling during a period of casual leave will not be treated as a part of the casual leave.

The leave of the concerned staff will have written approval on the leave application, no leaves will be sanctioned over the phone or WhatsApp.

The concerned staff will give prior information to his/her supervisor even in case of availing casual leave. Director/Supervisor will be the competent authorities for sanctioning/approving leave with/without pay for any staff.

In case any staff remains absent from duty for more than 5 days without any intimation to the concerned authorities his/her contract is liable to be terminated by the concerned authority.

- Any leave balance outstanding in your name may be encashed or carried forward to the next calendar year subject to the discretion of the management.
- **NO LEAVES WILL BE SANCTIONED DURING THE PROBATION PERIOD UNLESS MEDICAL EMERGENCY. IN THAT CASE, EMPLOYEES NEED TO SUBMIT THE RELEVANT DOCUMENTS.**

#### Sick Leave:

The employee will receive **one (1) sick leave every two months**. It means Sick leave of up to 6 days, has been granted to every employee **for one calendar year**. To be paid for this leave you must need to submit the medical doc. without the same, it would be considered LOP.

#### Half-Day:

The half-day period should either be the first 4 hours of the day or the last 4 hours of the day & this will be adjusted as 1/2 day. If any employee takes half day leave he/she needs to cover up the pending hours by the following day as per the rule or half day salary will be deducted by management decision.

#### Casual Leave:

The period of such leave is **limited to 12 days in a calendar year**. The employee will receive **one (1) casual leave every month**. To avail the CL employee needs to inform **one month prior or as early as possible**. **Your leave must be approved by the HR and management division before you take it. Any unapproved leave will be treated as Leave Without Pay (LWP).**

#### Absence from Work:

**No salary will be paid for periods of unauthorized absence.** An unauthorized absence is referred to taking any leaves that is not sanctioned by your supervisor and/or Intlum Technology Pvt. Ltd. administrative head. Unauthorized leaves, also constitutes those leaves that you take after your leaves have expired.

### 8. BONUS & INCENTIVES:

The performance evaluation will be done in a minimum of one year based on your efficiency, discipline, day-to-day improvement on work, and some other factors. This feedback will affect your probation period, permanency, appraisal, and other benefits from the company.

Performance bonuses may be given at the sole discretion of the management depending on your performance and also based on the company's competitive performance and prevailing market conditions. Similarly, deductions would be made for non-competitions of any project or delay in delivery of the projects. The percentage of the deduction would be decided by the immediate supervisor.

#### Performance Appraisal:

**Your compensation will be reviewed in one year (depending on the performance, behaviour and management decision) as per company policy and the appraisal will be provided.**

The allowances, benefits and other terms and conditions of your employment will be as per company policies as applicable from time to time.

**Note:** After promotion or salary hike, if any employee enters **Resignation** within **Three months** from the date of his/her promotion or salary hike, the company will provide the papers with the details of the old salary and designation. As well as **full and Final settlement will be as per old salary.**

**Process:**

Performance appraisal is conducted on the basis of individual performance set-out in job profile. For performance appraisal employee level wise formats will be designed and the rating system is inbuilt. We observe the factors mentioned below in every employee and based on these factors' employee gets their appraisal and other benefits from the company

- Discipline
- Skillset
- Target achieving
- Behavior to team/seniors/management
- Skill improvement on same genre
- Use of leave (The process of usage of bucket leaves [CL/SL])

concerned evaluators for executing appraisals on an objective and impartial basis. All performance evaluations are monitored by the immediate supervisor of the evaluator/HR Department/ Management. Performance evaluation scores are also used to determine the annual compensation increase and the **final decision** will be granted by the **Management team**.

**9. EMPLOYEE MONITORING:**

As per the company policy, the company can any time incorporate employee computer monitoring into the working process for all employees working remotely or in-house if needed. The company will not provide any laptop or system for this reason. This is simply taken to ensure performance and productivity and make the business better. In order to measure performance levels, screenshots of the system are taken at regular intervals, private information is not recorded if you don't open any during work.

**10. EMPLOYEE PERFORMANCE MONITORING:**

We will closely observe the performance and quality of work during the **initial 15-day period**. If the performance is deemed unsatisfactory, management reserves the right to take appropriate action, which may include discontinuing the service.

**11. TERMINATION:****Termination of your employment by the company:**

If any employee is unable to give a satisfactory performance, the board of management will talk to him/her to find out the reason behind it. Management may give the employee an opportunity to improve the performance and provide the **PIP (Performance Improvement Plan)** accordingly. If necessary, the management can send him/her another PIP or can take disciplinary action. The company is entitled to give a minimum notice of termination (i.e 3 days to 3 months) or immediate termination (on the same day), depending on the project, situation and management decision.

**Rules of Conduct and Progressive Disciplinary Procedure:**

The company expects each employee to present himself or herself in a professional appearance and manner. If an employee is not considerate of others and does not observe reasonable work rules, disciplinary action will be taken.

The following is not a complete list of offences for which an employee may be subject to discipline, but it is illustrative of those offences that may result in immediate discipline, up to and including dismissal, for a single offence:

- Excessive absenteeism or tardiness.
- Willful neglect of safety practices, rules, and policies.
- Stealing, misappropriating, or intentionally damaging property belonging to the Company or its customers or employees.
- Unauthorized use of the Company's or its clients' name, logo, funds, equipment, vehicles, or property.
- In subordination, including failure to comply with any work assignments or instructions given by any Company supervisor with the authority to do so.
- Interference with the work performance of other employees.
- Failure to maintain the confidentiality of confidential information belonging to the Company or its customer
- Failure to comply with the personnel policies and rules of the Company.
- Maintaining clean and neat personal appearances along with clean dress.

## **12. RESIGNATION AND NOTICE PERIOD:**

**Standard Notice Period:** All employees, whether **confirmed** or **non-confirmed**, must serve a minimum notice period of **45 days to 3 months** based on their designation, project, or team workflow.

**Extended Notice Period:** If an employee holds additional responsibilities without a formal "Promotion Letter," their notice period may be extended to three months as per their duties.

**Resignation Acceptance:** Resignations will not be accepted if the employee fails to serve the required notice period.

**Notice Period for Team Leads:** The notice period for Team Leads is fixed between **3 months to 1 year**, depending on their current responsibilities.

**Leave During Notice Period:** If an employee takes any leave during the notice period, the notice period will be extended accordingly.

**Asset Destroy:** Any work product, inventions, or intellectual property created by you during your employment shall be the exclusive property of **Intlum Technology Private Limited**. If the company finds any employee destroying the company's assets (Data, Hardware, Software, Infrastructure) anything on or before the notice period, the company has the right to take any legal action against that employee. **In addition, the company reserves the right to release an employee based on his/her current project's situation.** In such cases, if the said individual is unable to finish the work, then he/she may have to stay back beyond the agreed notice period and he/she has to do proper **knowledge transfer (KT)/ information responsibly** to the concerned person as per the management decision.

**Spot Resignation:** If any employee, who is on the probation period (which is normally 3-6 months), or not on the probation period, gives a "Spot Resignation" (for an example, an employee joined us and is on his/her probation period and after doing one week or 29 days in a month, if he / she comes up with a sudden resignation, without following the rule) **the company will not be liable to pay any dues and any kind of official document (release letter, experience letter, pay slip if applicable) to the employee for the days he/she has worked.**

**You will only get the last dues/salary and official documents when you give a proper resignation following the company policy.**

**Due's clearance:** To clear your dues the company might take **45-60 days** under normal circumstances.

## **13. HR INITIATIVES / EMPLOYEE ENGAGEMENT AND DEVELOPMENT ACTIVITIES:**

- Special day celebration
- Festive celebrations
- Monthly birthday celebrations
- Picnic
- Staff party
- Performer of the month
- Attendance rewards

## **14. SUGGESTION SCHEME:**

We encourage the participation and involvement of all the employees in finding innovative ideas in the interest of safe and easy procedures, organizational growth, profitability, cost saving, associate satisfaction and Image building.

All the employees are expected to contribute their innovative ideas in the above-said areas actively and on a regular basis by way of suggestions at [hr@intlum.com](mailto:hr@intlum.com)

The suggestions will be examined by senior management. Any suggestion found useful and worthy of implementation capable of yielding desired results will be considered. The same will be put to publicity in the company so that others get encouraged. **We are always open to feedback and value your suggestions.**

The soliciting cooperation of family members to carry a demeanour that helps in maintaining discipline, determination and dedication.

**15. NON-DISCLOSURE AGREEMENT:**

During the course of your employment with us you will have access to **confidential/proprietary information which is very much sensible documents** about the organization, its clients, its business transactions, and associated companies. You shall not during your course of Employment and two years after you have ceased to be in the employment of this organization, disclose such confidential/proprietary information to any third party and /or any unauthorized person.

All notes and memoranda pertaining to this organization's trade secrets and confidential/proprietary information made by or acquired by you during the course of your employment shall at all times remain the property of this organization. Upon termination of your employment, you shall return all notes/memoranda and any copies thereof to the organization that you may have obtained during the course of your employment

**You are obliged to sign a non-disclosure agreement specific to a particular client as and when required by the organization.**

Prior to joining the organization, you will ensure that you will be free from any contractual restrictions preventing you from accepting this offer or starting work on the joining date.

You are strictly prohibited from using any company property without prior authorization from the appropriate department or individual. Any reproduction, distribution, or modification of company property without explicit permission is considered a violation of company policy and may be subject to legal action.

**16. AMENDMENTS AND MODIFICATIONS:**

These terms and conditions may be amended or modified by **Intlum Technology Private Limited** at its discretion, with notice provided to you in writing. Amendments or modifications to these terms and conditions will be effective upon your continued employment with **Intlum Technology Private Limited** following the notice period.

**17. ACCEPTANCE:**



By accepting employment as an employee with **Intlum Technology Private Limited**, you acknowledge that you have read, understood, and agree to abide by these terms and conditions.

Please sign and return the duplicate copy of this letter and annexure as a token of your acceptance of the terms and conditions mentioned herein.

If you fail to indicate your acceptance within a week from the date of the appointment letter, this offer of employment will be deemed to have been withdrawn and cancelled.

All other terms and conditions will be governed by the Company's policies as stated from time to time.

We look forward to your joining us for a long, successful and mutually beneficial association.

Employer	Employee
<b>Intlum Technology Private Limited</b> 107 Rabindra Sarani Bye Lane Kolkata – 700065 West Bengal, India    <b>Madhurima Mondal,</b> <b>Human Resource Manager</b>	<b>Rajdeep Mitra</b> Node.js Developer     <hr style="border-top: 1px dashed black;"/> <b>Signature</b> <b>Date:</b>