

**R SYSTEMS INTERNATIONAL LIMITED**

Corporate Identity Number: L74899DL1993PLC053579

[CMMI Level 5, PCMM Level 5, ISO 9001:2015 & ISO 27001:2013 Company]

C-40, Sector-59, NOIDA, Distt. Gautam Budh Nagar, U.P. India-201307

Phones: +91-120-4303500

Email: rsil@rsystems.com

Regd. Off.: GF-1-A, 6, Devika Tower,

Fax: +91-120-4082699

www.rsystems.com

Nehru Place, New Delhi-110019

Ref:RSIL-IT/EmpCode-13445**November 12, 2021****Madhusudhan V**

Manjushree Nilaya, 1st Floor, Upper Huttha, 2nd Cross,
Bhadravathi, Karnataka -577301

Sub: Letter of Appointment- Madhusudhan V - Project LeaderDear **Madhusudhan**,This is in furtherance to the '**Letter of Intent**' issued to you.

1. We heartily welcome you to the folds of **R Systems Group of Companies** & thank you for considering R Systems as a prospective employer. We look forward to have a long, successful & pleasant association with you. We sincerely hope that your tenure with our organization will be a milestone in your career.
2. It is our pleasure to appoint you as a '**Project Leader**' in the Company. Your appointment comes into effect from **Nov 12, 2021**.
3. Your annual CTC will be **Rs 2550000/-**. This comprises of your fixed & variable salary (yearly payouts) applicable to you.
4. Your Compensation break-up and Terms & Conditions of employment are enclosed in Annexure A, B & C respectively.
5. You are requested to sign, date and return this letter along with the enclosed copies of the Annexure.

Sincerely Yours,

Prem Goswami**Vice President-HR**

Acknowledgement & Acceptance

I have read and understood the terms and conditions mentioned in all the Enclosures and hereby sign my acceptance on the same.

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Signature

Date :

Madhusudhan V



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Annexure B

Terms And Conditions

(Applicable for all Trainees and others up to the position of Senior Project Leader or Equivalent designations - IT Divisions)

1. That you are to give your entire time and attention to the work assigned to you during your employment with us and you shall not accept any additional employment or engage in any outside commercial activity. Your assignment of work may, at the option of the company, be changed at any time depending upon the exigencies of the business. You may be transferred to work in any of the company's offices, establishments anywhere in India or abroad.
2. That you shall not during your employment with the company and for not less than one year from the date of leaving the company, for any reason whatsoever, solicit employment with clients of the company or otherwise associate with any person, firm, company or association of persons engaged or Likely to engage in activity or business in competition with or analogous to the activities or business of the company without written permission from the company.
3. That during your employment with this organization you shall not, without the prior written permission of the company, publish or cause to be published any book, booklet, magazine, brochure, pamphlet or similar document or contribute any article to any publication whatsoever, whether for remuneration or otherwise, that divulges information confidential to this organization.
4. All inventions, improvements, enhancements, discoveries or research and development materials and all other intellectual property made by either alone or jointly with other person during the period of employment with the Company and arising out of as in consequence of such employment shall become the sole property of, the Company, or the customer of Company. You shall, both while in the employment of the Company and thereafter, at the request and at the expense of the Company, take steps as may be necessary to obtain patent protection for such inventions, improvements and discoveries in India and elsewhere and you shall at the request and expense of the Company assign all such patents rights when granted, to the Company or as the Company may direct.
5. If you travel on business related requirement(s) outside India for the purpose of knowledge acquisition, training, systems study etc., you will be required to serve with the company for a minimum period of six months from the date of your return to Noida. If you leave the company before the said period, you will be required to pay back to the company a lump sum amount of Rs. 50,000/- (rupees fifty thousand only).
6. That you will be governed by the rules and regulations of the company that are enforced from time to time.
7. That you will be employed in the services of the company only as long as you are medically fit for employment in all aspects.
8. You will be on probation for a period of three (3) months from the date of your joining RSI. Where after, your services, if found satisfactory, will stand confirmed. Any decision to the contrary or to extend the probation period will be communicated to the concerned employee by the HR department. RSI reserves the right to reduce/dispense with or extend your probation period at its absolute discretion.
9. That on account of job requirements, the company may require you to undergo induction/ training programs which at the discretion of the company may or may not be conducted at your normal place of duty.

I have read and understood the terms and conditions mentioned in all the Enclosures and hereby sign my acceptance on the same.

Signature

Date :

Madhusudhan V

10. That your services may be terminated by the company by giving 30 day's notice in writing or 30 days basic salary in lieu thereof during probation period or 90 days after confirmation .If you wish to resign, the notice period will be 90 days. In case you are a confirmed employee, and 30 days in case you are under probation. Serving of notice period, as applicable, in full is mandatory. In case you leave without meeting the above requirement, your full and final settlement including your relieving/certificate will be withheld and legal action initiated. However, if your performance is not found satisfactory, your services may be terminated. By the company without any notice or compensation within first three months of your joining the RSI. The notice period, if paid or recovered, shall be calculated on basic salary only.

In case of if you have signed an employment bond and are planning separation from RSI, the terms and conditions reflected in the employment bond would also be applicable.

11. Taking into consideration the nature of your duty, it will be absolutely necessary for you to work for the company during the notice period unless the company specifically waives the same. However, if you wish to resign, the company may at its discretion and without giving any reason, relieve you from such date as it may deem fit even before the expiry of the notice period without compensating for the unexpired period.

12. That if any particular or detail furnished by you in your application or in any other subsequent records are found to be incorrect at any stage of your employment in this organization or in the event of misconduct, dishonesty, insubordination, negligence of duty, divulgence of company secrets, your services may be terminated without any notice or compensation.

13. That if you absent yourself from work for a continuous period of 7 days without approved leave (including overstay of leave), for any reason or under any circumstances, it will be presumed that you do not wish to continue your services with the company any more. This will be treated, as resignation & you will have to pay one-month basic salary while on probation or three months basic salary after confirmation as the case may be in lieu of the notice period.

14. That you will implement & act in accordance with the organization's information security policies, protect assets from unauthorized access, disclosure, modification, destruction or interference. You are required to report about security breach events or security risks to the organization as and when required.

15. In case you wish to leave the services of the company prior to completion of one year you shall be required to reimburse the joining expenses consisting of but not limited to; placement consultants fee, early joining bonus, notice pay reimbursement, relocation expenses, guest house expenses etc, as applicable.

16. That you will be superannuated when you attain the age of 60 (sixty years) years.

17. You will be entitled for leave as per company rules which are, enforced from time to time.

18. You acknowledge and agree that you have had the opportunity to investigate fully the employment offered by RSI and you have exercised due diligence investigating RSI's offer. You therefore acknowledge that except as provided in this agreement, no representations of any kind have been made to you with respect to the nature of your work, the duration of your employment, your expected compensation, or any other conditions surrounding your employment by RSI. If you misrepresent your skills or qualifications on your resume, RSI reserves the right to terminate your employment at any time without any notice or compensation.

19. You acknowledge to agree that the company at its discretion may carry out verification check related to your antecedents , which may include among others, criminal, educational, present & permanent address, salary drawn etc. In case of false credentials or information RSI reserves the right to terminate your employment at any time without any notice or compensation.

20. You will be entitled for Maternity Benefits as per The Maternity Benefit (Amendment) Act, 2017 as amended from time to time by the Government.

I have read and understood the terms and conditions mentioned in all the Enclosures and hereby sign my acceptance on the same.

.....
Signature

.....
Date :

Madhusudhan V

21. That the jurisdiction of courts in Delhi shall only apply to any dispute arising out of this appointment letter.

I have read and understood the terms and conditions mentioned in all the Enclosures and hereby sign my acceptance on the same.

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Signature

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Date :

Madhusudhan V

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Annexure - C**Madhusudhan V****November 12, 2021**

Emp. Code: 13445,

Manjushree Nilaya, 1st Floor, Upper Huttha, 2nd Cross,
Bhadravathi, Karnataka -577301**Subject:** Your employment with R Systems International LimitedDear **Madhusudhan**,

R Systems International Limited ('R Systems') is an esteemed organization and is continuously growing and expanding its business in the field of Information Technology and IT Enabled Services. Considering the growth of our business, R Systems is expanding its operation into Special Economic Zone in Greater Noida Region by setting a new software development centre i.e. SEZ Unit.

You have been recruited for the business operations to be carried out from the aforesaid SEZ Unit. However for the initial period of four (4) months, you will be placed at the Corporate Office of R Systems at C-40, Sector 59, Noida for initial induction, orientation and training purposes.

For R Systems International Limited**Prem Goswami****Vice President - HR**

I have read and understood the terms and conditions mentioned in all the Enclosures and hereby sign my acceptance on the same.

.....
Signature.....
Date :**Madhusudhan V**

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Annexure A**Compensation Details w.e.f November 12, 2021**

Name	Madhusudhan V		
E.Code	13445		
Designation	Project Leader		
Grade	E-4		
Level	II		
CTC (INR PM)	212500		
S No.	Salary Components	Amount (pm)	Amount (pa)
1	Basic	63750	765000
2	House Rent Allowance	31875	382500
3	Executive Allowance	90993	1091916
4	PF(Employer's Contribution)**	7650	91800
	Total	194268	2331216
	Annual Components (pa)		Amount(pa)
1	Retention Bonus***		50000
S No.	Reimbursements	Amount (pm)	Amount (pa)
1	Leave Travel Allowances*	3000	36000
2	Telephone Reimbursement	3000	36000
3	Books & Periodicals	1000	12000
4	Employee Flexi Benefits	4000	48000
	Total	11000	132000
S No.	Other Statutory Benefit	Amount(pm)	Amount(pa)
1	Gratuity (to be paid as per Gratuity Act)	3065	36780

Note:

* All personal tax liability arising out of compensation will be borne by the employee as per the applicable law.

* All salary components are governed by company policies and statutory guidelines.

**As required under the law, your contribution to provident fund will be equivalent to Employer's contribution.

***Retention Bonus will be paid on annual basis

*Except LTA, the other reimbursements can be claimed monthly. Tax benefit on LTA once in two years

Other benefits not included in cost to company.

Medical Benefits: In accordance with the Company's policy you and your family (i.e Parents, Spouse and unmarried dependent children) will be covered under our Medical Insurance Plan**Gratuity:** as per the Payment Of Gratuity Act**Tax Deduction at Source**

Tax will be deducted at Source as per the rules applicable

For **R Systems International Limited****Prem Goswami**
Vice President- HR

Acknowledgement & Acceptance

I have read and understood the terms and conditions mentioned in all the Enclosures and hereby sign my acceptance on the same.

Signature

Date :

Madhusudhan V

I have read and understood the terms and conditions mentioned in all the Enclosures and hereby sign my acceptance on the same.

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Date :

Madhusudhan V