

Date: May 28, 2010

Mr. Anil Kumar M,  
Plot No: 2-1-471/d, Sharada Apts,  
Flat no: 406, St. no: 6,  
Nallakunta, Hyderabad - 500044

Subject: Offer of Employment

Dear Mr. Anil,

With reference to your application for employment and subsequent interview/test you had with us, we are pleased to offer you employment in our organization, and your acceptance on the following terms and conditions:

**1. Date and Place of Posting:**

You are requested to join Flying Stars Informatics Pvt.. Ltd. on or before **June 10, 2010**. You shall be initially posted at our office located at **Kubera Towers, # 409, 4th floor, Narayanguda, Hyderabad - 500029**

**2. Designation:**

You will be designated as Software Engineer

**3. Salary & Benefits:**

Your total emoluments (TCTC) will be **INR 2,40,000/- (Indian Rupees Two Lakh Fourty Thousand Rupees only)** per annum. The details of the break up are mentioned in Annexure-I. You are expected to treat your salary related information and any other changes made therein from time to time as personal and confidential.

**4. Provident Fund, ESI & Gratuity:**

As on date, Flying Stars Informatics Pvt. Ltd. is not registered with Employee Provident Fund/Payment of Gratuity/Employee State Insurance Act. However, when the organization will reach a considerable employee size and will get registered under Employee Provident Fund/ Gratuity/ ESI Acts, both you and the organization shall make contributions in accordance with the acts and your TCTC will be adjusted accordingly to reflect the deductions.

**5. Medical Fitness:**

You are required to declare that your existing health condition or medical history does not in any manner, deem you unfit for the nature of work for which you are being offered this employment. In the event of any deviation to the same, organization reserves the right to terminate your services. The organization reserves the right to have you undergo any medical test, as deemed necessary as per the business needs.

#### **6. Transferability & Travel:**

Your services can be transferred/ deputed from one job to another, one shift to another, and from one department to another. You can also be transferred to any place of business of Flying Stars Informatics Pvt. Ltd. as existing/ operating presently or acquired or set up later in any part of India or abroad at any time. You are liable to be deputed to any other Company/Concerns/Organizations/Firms with whom Flying Stars Informatics Pvt. Ltd. may make such agreement or arrangement, anywhere in India and abroad whether existing or likely to come in existence at any time in future.

In such a case, you will be governed by the policies, regulations and orders of the establishment to which you have been transferred to, which would also include Working Hours, Shift Working, Leave, Salary and Allowances. In case your place of posting is a new establishment, you will be governed by the rules & regulations and terms & conditions of service, which shall be introduced subsequently.

During the course of business, you may also be required to undertake short-or long-term business travel. You will be required to undertake travel within the country or abroad on firm's work and you will be paid travel expenses for this as per the firm's Travel Policy

#### **7. Office timing:**

Your work timing will be from 9 am in the morning to 7 pm in the evening and you shall be allowed half-an hour interval for rest/meal during 12:30pm to 2:30pm. The work week, as on date, is Monday to Saturday, with Sunday as weekly-off. However, this can change as per the requirements of the firm. If need be, you may be required to work on certain weekly-offs as per the work requirements, if any.

#### **8. Leave:**

You will be entitled to Leaves as per the existing Leave Policy of the firm. All leaves of absence shall require prior sanction/approval of the sanctioning authority. In case of any leave taken under unforeseen circumstances, for which the prior approval is not possible, immediate information through e-mail, telegram or fax in addition to immediate telephone call will be required to be sent to the sanctioning authority. In case you fail to do so, management will have the right to take disciplinary action against you as deemed necessary and fit.

#### **9. Superannuation**

You will be retired from the services of the firm on attaining the superannuating age of 58 years, or earlier, for physical or mental disability or infirmity or in case of you contracting a disease which is infectious or contagious or detrimental to others health or for continued ill-health, duly certified by the Registered Medical Practitioner as prescribed by the firm.



#### **10. Relinquishing Services**

In case you absent yourself from duty continuously for 7 days or more without prior permission/ sanction, you shall be deemed as repudiation of the contract of employment by you. The firm reserves the right to take disciplinary action as deemed necessary.

#### **11. Separation**

The employment can be terminated by giving two month's formal notice by either side or salary in lieu of. This will be subject to complete and formal handover of all assignments, proper transitioning & knowledge transfer, submission of Company documents/ classified information (if any), successful completion of all on-going activities and formal relieving as per firm's guidelines.

Incomplete process compliance to the same has a likely negative business consequence, and adversely impacts internal planning, opportunity cost and on many occasions affects customer deliveries and business image. In such situations, Company reserves the right to initiate strictest disciplinary/legal action, if required.

In the event of breach of trust, confidentiality, willful misconduct or gross negligence on your part or any other bonafide reason; the Company may terminate your services with immediate effect; without any notice, or compensation in lieu thereof.

#### **12. Probation**

During the first 3 months of your appointment, you shall be under probation. On completion of the initial 3 month probation period if no letter of confirmation is issued to you. The notice period applicable to you during probation will be 15 days. The Company also may conclude its employment relationship with you during this period, without assigning any reasons, with 15 days due notice or salary in lieu thereof.

#### **13. Tax**

All requirements under taxation laws including filing of income tax returns regarding your remuneration are and shall remain your responsibility and will have to be borne by you. The total compensation is inclusive of any incidence of fringe benefit tax, terms of which will be defined by the organization, if need be.

#### **14. Salary Revision Policy**

As per the Company norms, salary will be revised once in a year based on your Performance. There will be a salary hike of 15% upon the decision of the Management

#### **16. Intellectual Property Rights, Non Disclosure Agreement, Confidentiality Agreement and Other General Terms of Employment**

You have understood the firm's policy in respect to Intellectual Property rights including the ownership and assignment in favor of the Company; Non Disclosure of Confidential Information and other General terms of employment including code of conduct, in force at present, or determined from time to time. You may be required to sign non disclosure and other agreements determined by the firm's clients or prospective clients.

#### **17. Non-disclosure Agreement**

- a) You shall not at any time, disclose to anyone any information, know-how, knowledge, secrets, methods, plans, drawings, designs, etc. of the Firm. Also, you shall not take any technical documents or information or copies thereof belonging to the Company outside the office unless specifically entrusted to you in writing.
- b) You will not undertake business of similar nature with any other firm during the period of your employment with this Company.
- c) If, during the course of your employment with the Company, you are provided with any Company's assets, you shall maintain the same in good working condition and you shall return the items to this Company prior to your ceasing to be in the employment of the Company. Any dues to be paid to you on your ceasing to be in the employment is liable to be withheld by the Company if the said items so provided by the Company are not returned to the Company, apart from the Company's right to proceed against you as per the provisions of law.
- d) You shall surrender all the records, correspondence and such of the papers connected with the business in the eventuality of your ceasing to be in the employment of to Flying Stars Informatics Pvt. Ltd.
- e) During your employment with the Company, you shall be subject to, and have to abide by, the rules and regulations stipulated by the Company. The Company may, at its discretion, modify, from time to time, the rules and regulations, as it deems fit, without notice.
- f) During your employment with the Company, we may disclose to you certain trade secrets or confidential proprietary information. You agree that you will hold in confidence, and not disclose to anyone outside of the Firm any of our trade secrets and our confidential or proprietary information, or similar information that you may receive from us with respect to Flying Stars Informatics Pvt. Ltd. or any of our existing or prospective clients.

#### **18. Exclusivity and Non-Compete**

- a. You shall render your services exclusively to the Company during the term of your employment with the Company and will not be associated with any other organization during your employment with the Company.
- b. You shall not, during your employment with the Company, enter into any other contract or engagement, which in the opinion of the Company, is against the interest of the Company. The Company's decision with regard to what is against the interests of the Company shall be conclusive and binding on you.

#### **19. Other Details**



- Your appointment is based on your representation regarding your qualification and experience during your interview, which the Company has relied upon. The Company reserves the right to conduct your reference/ background check/ criminal verification/ drug check at any point before or after your formal joining with the organization. You also authorize the organization to use your personal and official details for any internal purposes as required by the organization to meet its reasonable and fair business needs.
- You will be governed by the policies, norms and processes of the organization as applicable from time to time.
- In case of any violation of organization norms/policies, and, or any discrepancy in the statement of facts, firm reserves the right to take disciplinary action against you, including termination of services.

## 20. Declaration

You understand that your appointment will be subject to the verification of your credentials, testimonials and other particulars mentioned by you in your resume sent to the Company at the time of application. In case it comes to the notice of the management that the particulars given in your application are wrong, your appointment shall be deemed automatically cancelled irrespective of whether you have joined the firm or you are likely to join the services of the firm. In case you have joined the firm, you shall be liable to discharged from the service forthwith.

This offer of appointment shall be effective from the date you join your duties at Flying Stars Informatics as mentioned in the clause 1.

## 21. Joining Details

- a) Please report to **Mr. Navneet Deshpande**, CEO, on the day of your joining at **10:00am**, at our **Hyderabad office**, address as mentioned below.  
**Kubera Towers, # 409, 4th floor, Narayanguda, Hyderabad - 500029**
- b) You are requested to bring the following documents in original at the time of joining for verification and a photocopy of the same for submission:
  1. Class X, Class XII, Graduation, Post Graduation and other Certificates/Degrees along with the mark sheets.
  2. Relieving letter, Experience certificate, and Salary slip from last 2 employers.
  3. 4 passport size photographs.
  4. Form 16 from last employers (If applicable)
  5. PAN Card copy
  6. Passport Copy.

## 21. Validity of the Offer Letter

Name: Mr. Anil Kumar M

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**Annexure 1**  
**Compensation and Benefits for Mr. Anil Kumar M**  
**Designation: Software Engineer**

Basic	10000
HRA	4000
Conveyance Allowance	3000
Educational & Medical Allowance	2000
Misc Allowance	1000
<b>Gross Salary</b>	<b>20000</b>

Bonus is subject to terms and conditions of the performance linked incentive (PLI) scheme. PLI is paid as per the details of the scheme decided every year, and is paid only to the employee who is on the firm's rolls when the bonus is paid. Employees who leave the Company or are asked to leave the Company are not eligible for the bonus. Bonus may be more or less than indicated, and depends on the performance of the Company and contribution of the employee. Employees joining in the middle of the year are eligible for pro-rated payments.

