

20<sup>th</sup> May 2020

Dear **Sraban Kumar Pahadasingh,**

**Sub: Offer for Appointment as “Ace - UI Development”**

Please accept our heartiest congratulations on your selection as **“Ace - UI Development”** w.e.f. 20<sup>th</sup> May 2020 through our letter of offer at **M/s. Appiness Interactive Private Limited**, as per the terms detailed below.

Your compensation will be **INR 12,20,000/-** per annum, computed on a “Cost to Company” basis. In addition, you will be entitled to other benefits as per the Company’s Compensation Policy. Your probation period will be six months from the date of joining.

Your appointment is subject to authentication of the certificates, character, and antecedents. You are required to come along with all the original documents at the time of reporting as per Annexure-II, failing which, your reporting will not be considered.

Further, the company has the right to get any other documents verified from the issuing authority for its authenticity and in case any are found false/forged/fake or the above formalities are not completed then in that case the appointment on the said post shall be terminated without giving further notice. All the benefits and conditions of employment are as per Annexure-III.

Kindly sign a copy of this letter as a token of your acceptance and the same will be treated as an agreement between the two parties.

We welcome you to Appiness Family and hope it would be the beginning of a long and mutually beneficial association.

Best regards,

Sign here\*



**Rashi Ramesh**

**HR Manager**

**Ph: +91 8762523749**

**Appiness Interactive Pvt. Ltd. | Digital Business Consulting & Technology.**

**Annexure - I**  
**SALARY STRUCTURE**

**Name : Sraban Kumar Pahadasingh**  
**Designation : Ace - UI Development**

**Date of Joining : 20-05-2020**

Sl. No.	Salary Components	Annual Salary In INR	Monthly Salary In INR
1	Basic Pay (40% of CTC)	488,004.00	40,667.00
2	<b>Cash Allowances :</b> House Rent Allowance (40% of the Basic Pay) Bonus (8.33% on Basic Salary) Special Allowance (Balancing Figure)	195,204.00 - 493,596.00	16,267.00 - 41,133.00
3	Provident Fund Contribution	43,200.00	3,600.00
<b>Total Salary</b>		<b>1,220,004.00</b>	<b>101,667.00</b>

**Note :**

**1) Provident Fund Contribution :-**

Employer and Employee Contribution to PF is calculated @ 12% on Basic Salary.

**2) Professional Tax :**

Professional Tax will be deducted as per the prevailing slab rates as below :

Salary Range	Professional Tax
Up to INR 15,000/-	-
From INR 15,000/- and Above.	200.00

Best regards,



**Rashi Ramesh**  
**HR Manager**

**Ph: +91 8762523749**

**Appiness Interactive Pvt. Ltd. | Digital Business Consulting & Technology.**

**Sign here\***

## **Annexure II – Joining Documents to be submitted**

Please arrange to produce the following documents for our reference at the time of joining. (In case you do not have any of the below documents, please discuss this with your recruiter.)

- 1 Academic Certificates: -**  
SSLC, Degree marks card or any other certificates have equal qualification thereof.
- 2** 2 Passport-size Photographs.
- 3** Copy of PAN Card, Address and ID proof details.

**The following documents should be submitted only if applicable to you:-**

- 4** Copy of Relieving Letter or Resignation acceptance with last working date and employee code from the Previous Employer.
- 5** Service Certificates/Relieving Letter and last 3 months salary slip from your current employer.
- 6** Copy of Income Tax Form 16 from the Previous Employer.
- 7** Copy of Income Tax Declaration by the Employee. Those who do not come under the Tax bracket also have to submit the declaration.

Best regards,

Sign here\*



**Rashi Ramesh**

**HR Manager**

**Ph: +91 8762523749**

**Appiness Interactive Pvt. Ltd. | Digital Business Consulting & Technology.**

## **Annexure III**

### **Employment Terms and Conditions**

#### **● CTC - Allowances, Gratuity, Taxes, Insurance:-**

The CTC agreed upon by this contract will be inclusive of your PF, allowances, gratuity, insurance and any associated components as per the government rules and regulations prevalent at the time.

#### **● Performance Bonus:-**

The company at its discretion will be providing performance bonuses to employees based on the individual performance of the employee and on the performance of the company.

#### **● Compensation :-**

The company will compensate for any severe injury caused to an employee during the employment due to any unforeseen conditions. The compensation will be based on the basic pay as mentioned in the offer letter and the same will be paid up to a period of 3 years from the date of such an injury caused. This compensation is at the discretion of the company.

You agree to remain in the services of the company in compliance with the terms of all employment documents executed by you for a period of at least six (6) months from the commencement of your employment. In the event that you (i) initiate termination of your employment with the Company; or (ii) act in willful breach of your employment obligations prior to the expiry of the said time period, the Company shall have the unconditional right to recover a certain amount of money from you as compensation towards the training imparted to you during the course of your onboarding and orientation with the company.

As stated below herein, an employee who wishes to resign from the company is required to serve a notice period of at least 90 days prior to the effective date of the resignation. Where you fail to serve this notice period, or where the notice period served by you is less than the mandated 90 days, the company shall have the right to recover from you an amount which is equal to your aggregate remuneration proportionate to the remaining unserved portion of the mandated notice period.

Incentives, bonuses or any other additional monetary benefit (apart from the CTC) payable to you for working at a client location shall immediately lapse if you initiate the termination of your employment, and you shall no longer be entitled to such additional payment.

#### **● Tax :-**

You will bear the implications of the tax liabilities owed to the government and local authorities by you through this employment. (Professional Tax and TDS at the prevailing slab rates)

### ● **Increments and Promotions :-**

Your career path in the company will depend solely on your performance and your capability. Your individual performance will be reviewed on a regular basis by your managers and by your peers providing the criteria for your increments and promotions. Regular performance reviews will be conducted every twelve months.

### ● **Working Hours, Holidays and Leave:-**

Normal working hours of the company are 9:00 AM to 6:30 PM (Inclusive of lunch break and two tea breaks) Monday to Friday. Other holidays and leaves are as per the company HR policy which shall be shared with you from time to time.

### ● **Place of work :-**

Your primary place of employment shall be either the company's office premises in Bangalore or the premises of any of the Company's clients that you are seconded to during the course of your employment. Preparedness to travel on work at any location in India or abroad is a condition for employment with the company.

### ● **Intellectual Property Rights :-**

The company will retain ownership of all intellectual properties generated during the course of your employment as part of your duties or associated responsibilities. All intellectual property rights on all 'works' (as per the Copyright Act, 1957 and subsequent amendments) generated or modified by you individually or as part of a team during the course of your employment and as part of your employment will be wholly vested in the company.

### ● **Training :-**

The company may select and offer training for employees at the company location or outside at its own discretion. You will be required to attend these trainings and assignments. The trainings are an important part of constant growth and innovation at work and is the key to the career growth of the employee.

In consideration for the training imparted to the employees at the Company's expense, the Employee agrees to remain in the services of the Company in compliance with the terms of all employment documents executed by him/her for a period of at least two (2) years from the date of completion of such training. In the event that the employee (i) initiates termination of his/her employment with the Company; or (ii) acts in breach of his/her employment obligations prior to the expiry of the said time period, the Company shall have the unconditional right to recover from the employee all amounts that were expended by the Company in providing training to the employee.

### ● Social Media Policy :-

While using social media during the term of your employment with the company, you shall not (a) disclose company Confidential Information; (b) make defamatory, derogatory or harassing statements about any person; (c) use the company's name or information in connection with the expression of any individual opinion or position in such a manner that it tarnishes the reputation or credibility of the company. For the purpose of this clause, "social media" refers to on-line blogs, forums, chat rooms and social networking sites such as Facebook, Twitter, LinkedIn, Pinterest and YouTube, as well as all other similar sites, communications or activities. Failure to comply with the obligation in this clause would be misconduct and may lead to disciplinary action, including termination.

### ● Personal Information :-

It is the responsibility of the employee to keep their personal contact information up to date with company and also to notify duly any changes thereof. Additionally you will also be required to update the company of changes in your civil or marital status

### ● Probation Period :-

When an employee is in Probation Period, they are only entitled to three paid leaves in the duration of six months. During the probation period, an employee is not supposed to take any leaves, unless its an emergency, and with prior approval from the employer. When an employee is in Probation Period, they are not entitled for any company benefits.

### ● Notice Period and Separation Process:-

An employee who wishes to resign will have to mandatorily serve 90 days Notice Period. The resignation shall be initiated after consultation with the respective Lead/Manager and an official mail has to be sent to the HR Manager. The resignation shall be accepted/rejected within 48 hours post consultation with the Resignee. In the event of Resignation Acceptance, The resignee shall serve 90 days Notice Period from the date of resignation acceptance and the full and final settlement shall be cleared after 45 days from the last working day.

### ● Termination of Employment :-

#### General Termination:-

The Employee may terminate this agreement if they wish to relieve from the company by providing three months notice in writing to the Employer and the notice period is considered to start from the point the termination letter is received/acknowledged by the management. The Employee may, at its discretion, pay remuneration in lieu of some or all of this notice period. The Employee may buy out this notice period by paying the CTC for the notice period, only if the Employer sanctions the same, at its own discretion. Without prejudice to the provisions of the aforementioned paragraph, where an

employee is not selected by a client of the Company for any project continuously for a period of two (2) months or more on account of the employee's performance related issues or conduct, the Company shall have the option to terminate the employment of such employee with a prior written notice of one (1) month.

#### **Termination for Serious Misconduct :-**

Notwithstanding any other provision in this agreement, the Employer may terminate this agreement summarily and without notice for serious misconduct on the part of the Employee. Serious misconduct includes, but is not limited to:

(i) Theft(ii) Dishonesty; (iii) Harassment of a work colleague or customer; (iv) Serious or repeated failure to follow a reasonable instruction of the process resulting in under performance (v) Deliberate destruction of any property belonging to the Employer; (vi) Actions which seriously damage the Employer's reputation. (vii) IP infringement/ IP Theft (viii) Dual employment/conflict of interest (ix) Negative comments on social media or any other professional platform.

In case of an immediate termination due to a serious misconduct, the Employer can demand suitable damages, as deemed reasonable.

#### **Suspension:-**

In the event the Employer wishes to investigate any alleged misconduct, it may, after discussing the proposal of suspension with the Employee, and considering the Employee's views, suspend the Employee on pay (basic) whilst the investigation is carried out.

#### **Abandonment of Employment :-**

In the event the Employee has been absent from work for three consecutive working days without any notification to the Employer, and the Employer has made reasonable efforts to contact the Employee, this agreement shall automatically terminate on the expiry of the third day without the need for notice of termination of employment. In case of an immediate termination due to abandonment of employment, the Employer can demand suitable damages, as deemed reasonable.

#### **Obligations of Employee on Termination :-**

On termination of your employment with the company irrespective of the circumstances, you are bound to return to the company:

**a)** Any material items belonging to the Company per inventory, and all non material items in your possession including but not limited to Intellectual property (documentation, software, email correspondence) and any other information required for the continued execution of the duties of your role (login credentials, business contact information).

**b)** Any physical company documents that you may have in your possession

**c)** Any other company assets within your control.

d) You are also bound to repay any and all outstanding debts or loans due to the company and the company is hereby authorized to deduct from any payments due to the employee the amount due to the company. Any asset that belongs to the Employer cannot be held back by the employee for any reason whatsoever.

● **Confidential Information Agreement :-**

During the course of employment with the Company, you will acquire, gain, generate, gather and develop knowledge of and be given access to business information about products activities, know – how, methods or refinements and business plans and business secrets and other information concerning the products / business of the Company. The Employee agrees to maintain the confidentiality of information pertaining to clients/projects for a period upto one year. The employee also agrees not publicize/post confidential information for a period upto one year.

You will be liable for prosecution for damages for divulgence, sharing or parting any of such information, for commercial or non-commercial use, during the course of employment and on cessation. Breach of this clause can lead to immediate termination from employment and/or explicit legal action, under the laws of the land, in Bangalore jurisdiction. Any dispute or difference arising out of this Agreement shall be resolved through Arbitration. The sole Arbitrator, appointed in consultation with parties shall conduct such Arbitration. The venue shall be in Bangalore, Karnataka.

Best regards,

Sign here\*



**Rashi Ramesh**

**HR Manager**

**Ph: +91 8762523749**

**Appiness Interactive Pvt. Ltd. | Digital Business Consulting & Technology.**