



26 Aug 2024

Mr. Palash Mishra
Opp Dr.RVS Raghuwanshi Sitaram Colony
Heerabagh Cantt Road Guna
Heerabagh
Guna 473001

Dear Palash Mishra,

This has reference to your application for a suitable position in our Company and the subsequent interview you had with us. We are pleased to offer you the position of **Associate Prompt Engineer** or in such other capacity the Management shall from time to time determine.

Your appointment will be governed by the following terms and conditions:

1. DATE OF APPOINTMENT

Your appointment will be effective from your date of joining, which shall be **26 Aug 2024**. If you fail to join the organization by **26 Aug 2024**, this appointment letter stands void. This appointment will be effective from **26 Aug 2024** and will end on **30 Jun 2025**. It may extend in writing on same or fresh conditions as mutually agreed in future.

2. GROSS SALARY

You will be paid a gross salary of **Rs. 46,500.00** per month. This will include a basic of **Rs. 18,600.00** and allowances of **Rs.27,900.00** per month.

3. PROVIDENT FUND

You will be covered under the EPF scheme. The company will contribute 12% (**Rs.2,232.00**) of the basic as Employer's contribution to the provident fund.

4. GRATUITY

You will be eligible for Gratuity as per Gratuity Act.

5. LOCATION

You will be doing remote support (**Working from Home**). Your Base location will be **Pune**.

6. EMPLOYEE BENEFITS PROGRAM

You will be covered by the Spectrum Employee Benefits Program as applicable from time to time. This is subject to change at the discretion of Spectrum at any point of time. At this time, the program includes: **HOSPITALISATION INSURANCE:** You as well as your dependants (1+3) will be covered under a Group Medclaim Domiciliary Hospitalisation Insurance scheme upto Rs.2,00,000. Parent cover is limited to 50% of sum insured. This service is provided by an independent Insurance company. Spectrum's role is limited to payment of premium for the service.

Spectrum Consultants India Pvt. Ltd.

780, 1st floor, 12th Main, 1st Cross, HAL 2nd Stage,

Bangalore, India-560 008

CIN: U01403KA1997PTC022873

Tel: +91 80 40740200

Email:
info@spectrumconsultants.com

Web: spectrumconsultants.com

Registered office

C-1, Pioneer Ville, 49/1, S.R Layout,
Murgeshpalaya, Bengaluru,
India 560017

ISO 27001:2013 certified

ACCIDENT INSURANCE: You will be covered under a Group Personal Accident Insurance scheme upto Rs.2,00,000. This service is provided by an independent Insurance company. Spectrum's role is limited to payment of premium for the service.

7. TRANSFER

You are liable to be transferred in such capacity as the Company may from time to time determine to any other location, department, establishment, or branch of the company or subsidiary, associate, affiliate or client of the company. Your initial deputation will be at our client **Nvidia Graphics Pvt Ltd**. While you are deputed to any of Spectrum's client you will remain an employee of Spectrum only and not an employee of the client.

8. WORK HOURS

You will make yourself available on all working days during the organization's normal business hours as communicated to you and within legal limits. You will be doing remote support (Work from Home). Till the time "Work from Home" is in place, your normal working hours will be **for 8 hrs between 9 am to 6 pm**.

9. OTHER WORK

Your position is a whole-time employment with the company and you shall devote yourself exclusively to the business of the company. You will not take up any other work for remuneration (Part-time or otherwise) or work in advisory capacity or be interested directly or indirectly (except as shareholder or debenture holder) in any other trade or business during the employment with the company without permission in writing of the Director of the Company.

10. CONFIDENTIAL INFORMATION

You will not at any time without the written consent of the Director of the company disclose or divulge or make public except on legal obligations any information regarding the company's or its client's affairs or administration or processes or activities or figures or research carried out whether the same may be confided to you or become known to you in the course of your service or otherwise. You will be required to sign separate Non-Disclosure Agreements (NDAs) on joining duties.

11. INTELLECTUAL PROPERTY OWNERSHIP RIGHTS

If you conceive any new or advanced methods of improving process/formulae/systems in relation to the operation of the company, such developments will be fully communicated to the company and will be and remain sole right/property of the Company. The company will have total rights on such Intellectual Properties. These methods cannot be divulged by you to any third party without the written consent of the **Directors**.

12. PAST RECORD

This Appointment Letter stands null and void "ab initio" if:

- You are medically certified as being unfit to carry out your duties or it is found that you had withheld any information with regard to an existing disease or ailment that inhibits you from performing your duties.
- You withheld any information regarding any criminal history or information on any ongoing criminal proceedings against you.
- Any of the information submitted by you is found to be untrue, false, fabricated or information withheld is of the nature that would have adversely affected your selection for the job.



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In case of any of the above or any declaration given or furnished by you to the company is found to be false or if you are found to have willfully suppressed any material information, your services are liable to be terminated without notice.

13. GOOD HEALTH

You have maintained that you are in good health and your health permits you to perform tasks assigned to you. Kindly see to it that you continue to remain in good health. You will agree to and undergo a medical check "if" advised and arranged by us.

14. VERIFICATION

Spectrum may conduct a background verification of the information and documents provided by you through a third party. Any information, documents, etc which may be needed to conduct the verification, shall be provided by you. By affixing your signature below, you are giving consent to conduct a background verification.

15. LEAVE

You will be eligible for 24 working days of earned leaves in a year. This is earned at the rate of 2 days for every completed calendar month of work. We follow the calendar year for leave calendar. You can carry forward a maximum of 12 days of unutilized leave to the next year. You can encash your unutilized leaves at the time of favourable separation. The maximum cashable leaves allowed is 24 days. Leave encashment will be calculated on the Basic Salary.

16. NOTICE PERIOD

This contract of employment can be terminated by either party by giving the other party a written notice as per local labour law, currently the law says the following grid. Either party is not bound to give any reason thereof. The company reserves the right to pay or recover salary in lieu of notice period. In case the notice for severance is served by you, the company may at its discretion relieve you from such date as it may deem fit even before the expiry of the notice period without compensating for the unexpired period and is not bound to give any reason thereof.

Tenure of Service Completed	Notice Period
Up to 1 Year	14 days' Notice
More than 1 Year	30 days' notice

17. SERVICE SEPARATION IN CASE OF MISCONDUCT:

In the event of any misconduct, including but not limited to unethical practices, harassment, fraud, or any behaviour deemed detrimental to the company's interests, the company reserves the right to terminate your employment with immediate effect, without any notice or compensation in lieu thereof.

18. CLIENT / SPECTRUM ASSET MANAGEMENT AND LIABILITY:

As part of your responsibilities, you are expected to diligently safeguard and manage client / Spectrum assets entrusted to your care. This includes but is not limited to maintaining accurate records, ensuring secure handling, and promptly facilitating the recovery of client/ Spectrum assets upon request. You are required to adhere to all relevant laws, regulations, and ethical standards governing the handling of client/ Spectrum assets. During your employment any loss or damage to the asset must be made good by you. Failure to do so may result in disciplinary action, such as recovery of asset cost and even separation from employment.



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19. ON SEPARATION

On acceptance of the separation notice, before you are relieved you will handover to the Company all correspondence, specifications, formulae, books, documents, assets, cost data, market data, literature, drawings and you shall not make or retain any copies of these items.

20. NON COMPETE AND LIQUIDATED DAMAGES

You will not engage, without the written consent of the Directors of the company, directly or indirectly, for yourself or on behalf of any other person or business enterprise, in any employment or business activity which is same or similar or competitive with Spectrum, or a client of Spectrum, for a period of 12 months from the date of end of your engagement with Spectrum.

You hereby acknowledge that the Company will suffer irreparable harm if you breach the terms of your employment, and that, in case of a breach of employment, the Company will be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce the terms of employment.

Notwithstanding the above, you acknowledge that, given the position that you hold in the Company, in the event of a breach of the terms of your employment, the Company will suffer monetary loss, currently quantified at an amount equal to your Annual Salary. Spectrum and you agree that this amount represents a fair quantum of compensation in the event of the Company proving a breach of the terms of employment.

The above terms and conditions are subject to Company Policy. A detailed Salary Sheet is attached as part of this appointment letter. Any changes in statutory requirement will be applicable. Please confirm that the above terms are acceptable to you and that you accept the appointment by signing a copy of this letter of appointment.

Yours sincerely

For Spectrum Consultants India Pvt Ltd



Vijayalakshmi S
General Manager-HR & Accounts

I agree to accept employment on the terms and conditions mentioned in the above letter.

Date: **26 Aug 2024**

Signature: 
Name: Palash Mishra

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SALARY SHEET			
Name		Mr. Palash Mishra	
Designation		Associate Prompt Engineer	
Date of Joining		26 Aug 2024	
Location		Pune	
Effective Date		26 Aug 2024	
		Amount (Rupees)	
S No	Particulars	Per Month	Per Annum
1.	Basic	18,600.00	223,200.00
2.	Basket of Allowances	27,900.00	334,800.00
	Gross Salary	46,500.00	558,000.00
3.	Employer's Provident Fund Contribution	2,232.00	26,784.00
	Annual Salary and Statutory Benefits	48,732.00	584,784.00
4.	Benefits		
	Hospitalisation Insurance		200,000.00
	Personal Accident Insurance		200,000.00
5.	Deductions		
	PF	2,232.00	
	PT	200.00	
	Total	2,432.00	
6.	Net Salary (Gross Salary- Deductions)	44,068.00	
	Basket of Allowances Includes:		
	Statutory Bonus	9,300.00	111,600.00
	House Rent Allowance	7,440.00	89,280.00
	Leave Travel Assistance	3,875.00	46,500.00
	Special Allowance	7,285.00	87,420.00
	Note: Income Tax as applicable will be deducted		



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