



(SUBSIDIARY OF GSPANN TECHNOLOGIES INC.)

309-312 GARG PLAZA L.S.C • SAINIK VIHAR • DELHI 110034 • 011-27022778

**Dated: 27<sup>th</sup> June 2017**

Ref: WHISK/IND/0617-24

**Mr. Kanamarlapudi Pavan Kumar,**  
D.no:12/25/101, Beside Ganesh Mahal,  
Leelamahahal Center, Kothapet, Guntur-522001  
Phone No: +91 8019620741/ +91 9966043959  
Email: [kpavan.jigsaw@gmail.com](mailto:kpavan.jigsaw@gmail.com)

**Sub: Offer Letter**

Dear Pavan Kumar,

1. With reference to our discussion held, we are pleased to offer you an employment in our organization as "**Software Engineer Trainee**" (**Band- S1**) at Hyderabad Center.
2. Your joining date has been finalized as **Thursday, 29<sup>th</sup> June 2017**, the offer stands withdrawn thereafter, unless the date is extended by us and communicated to you in writing.
3. Your annual CTC will be **Rs. 2,00,000/-PA (Rupees Two Lakh Only)**. Based on your performance you may be eligible for increment after one year from the joining date. All necessary taxes will be deducted at source as per statutory requirements.
4. Your employment with us will be governed by the terms and conditions referred in Annexure-A & B.
5. In case of further clarification, please communicate with Mr. Mukesh Pandey on Email: [hr.india@gspann.com](mailto:hr.india@gspann.com).

We welcome you to WHISK, and look forward to a long and mutually beneficial association.

**For WHISK Software Pvt. Ltd.**

**Mr. Mukesh Pandey**  
**Assistant Director – HR**

**Annexure A – Terms & Condition of Employment**  
**Annexure B – CTC Breakup**  
**Annexure C – Joining Documents**



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### **Annexure-A**

#### **1. Acceptance/Documents**

You are required to sign and submit a copy of this letter of appointment as a token of your acceptance of our terms and conditions within 2 working days. The relieving / resignation acceptance letter from your previous organization has to be submitted on your joining the company. Any extension of the same will require a formal approval from your reporting authority which in case should happen before disbursement of your first monthly salary. You are required to provide photocopies of documents at the time of joining as mentioned in **Annexure C without fail**. Please bring original certificates/documents for verification

**Note:** Please bring resignation acceptance letter from your previous employer on the day of your joining in case you haven't received the relieving/experience letter yet. Failing to submit the same may lead to postponement of your joining date.

#### **2. Full time employment**

Your position is a whole time employment with the Company and you shall devote yourself exclusively to the business and interests of the company. You will not take up any other work for remuneration (part time or otherwise) or work in an advisory capacity, or be interested directly or indirectly (except as shareholder / debenture holder), in any other trade or business during your employment with the company, without permission in writing of the Board of Directors of the Company. You will also not seek membership of any local or public bodies without first obtaining specific permission from the Management.

#### **3. Employment Bond**

You would be under employment bond agreement for the initial 2 years from the date of joining. A separate detailed bond will be signed with you on the date of joining.

#### **4. Secrecy/Confidentiality**

You will not during the course of your employment with the company or at any time there after divulge or disclose to any person whomsoever, make any use whatsoever for your own purpose or for any other purpose other than that of the company, of any information or knowledge obtained by you during your employment as to the business or affairs of the company including development, process reports and reporting system and you will during the course of your employment hereunder also use your best endeavor to prevent any other person from doing so.

#### **5. Intellectual Property**

If during the period of your employment with us you achieve any invention, process improvement, operational improvement, or other process/method likely to result in more efficient operation of any of the activities of the company, the company shall be entitled to use, utilize and exploit such improvement and you shall assign all rights thereof to the company for the purpose of seeking any patent rights or for any other purpose. The company shall have the sole ownership rights of all the intellectual property rights that you may create during the tenure of association with the company including but not limited to the creative concept that you may develop during your association with the company.

#### **6. Communication Security**

Security is an important aspect of our communication and office infrastructure. Communication security is maintained by controlling physical access to computer system, disabling all working stations, floppy disk drives and companywide awareness about the need for protection of intellectual property and sensitive customer information.



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## 7. Responsibilities & Duties

Your work in the organization will be subject to the rules and regulations of the organization as laid down in relation to conduct, discipline and other matters. You will always be alive to responsibilities and duties attached to your office and conduct yourself accordingly. You must effectively perform to ensure results.

## 8. Termination of Employment

- i. Your employment/services will be governed by Company's rules and regulations applicable from time to time. In case you desire to leave the Company, you shall give a **sixty days'** notice, and in case the Company initiates the separation the Company shall give a **sixty days'** notice, or **sixty days'** basic salary in lieu thereof. WHISK Software Pvt. Ltd. reserves the right to terminate your employment on grounds of policy, misconduct or unsatisfactory job performance.
- ii. Unauthorized absence or absence without permission from duty for a continuous period of **7** days would make you lose your lien on employment. In such case your employment shall automatically come to an end without any notice of termination or notice pay.
- iii. You will be governed by the laid down code of conduct of the company and if there is any breach of the same or nonconformance of contractual obligation or with the terms and conditions laid down in this agreement, your service can be terminated without any notice; notwithstanding any other terms and conditions stipulated herein the company reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interest.
- iv. Upon termination of employment, you will immediately hand over to the Company all correspondence, specifications, formulae, books, documents, market data, cost data, affects or records belonging to the Company or relating to its business and shall not retain or make copies of these items.
- v. Any leaves availed during the notice period would result into extension of Notice Period.
- vi. Upon termination of employment, you will also return all company property, which may be in your possession – Laptop, data card, cellphone etc.

## 9. Bonus / Accommodation

If you leave the organization before the completion of 1 year, you are liable to pay the joining bonus, relocation expenses, buyout amount and cost of Accommodation (if availed). The amount would be deducted at the time of full and final settlement.

## 10. Personal Particulars

You will keep us informed of any change in your residential address, contact details, your family status or any other relevant particulars.

## 11. Nature of Work

You will work at high standard of initiative, creativeness, efficiency and economy in the organization. The nature of work and responsibilities will be assigned and explained to you by your senior from time to time.

## 12. Working Hours

The regular working hours of the company are 8.30 hours including 30 minutes for lunch break.

## 13. Dress code

You need to be formally dressed up in company working days, which defined as Monday to Thursday you carry formal attire & on Friday in casuals.

## 14. Assignment, Transfer and Deputation

Though you have been engaged to a specific position, the company reserves the right to send you on deputation / transfer / assignment to any of the company's branch offices in India or abroad, whether existing at the time of your appointment or to be set up in the future.



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#### 15. Training

You will hold yourself in readiness for any training at any place whenever required. Such training would be imparted to you at the company's expense. Kindly note that refusal to participate in a training program without any extraneous circumstances would lead to automatic termination of your employment.

#### 16. Restrain

##### i. Access to Information

Information is available on need to know basis for specific groups and the network file server of the company is segregated to allow individual sectors information access for projects and units. Access to this is authorized through access privileges approved by unit mentors or project mentors.

##### ii. Restriction on Personal Use

Use of company resources for personal use is strictly restricted. This includes usage of computer resources, information, internet service, and working time of the company for any personal use.

##### iii. Appointment in Good Faith

It must be specifically understood that this offer is made based on your proficiency on technical / professional skills you have declared to possess as per your application for employment and your ability to handle any assignment/job independently. In case at a later date any of your statements / particulars furnished are found to be false or misleading or your performance is not up to the mark or falls short of the minimum standard set by the company, the company shall have the right to terminate your services forthwith without giving any notice notwithstanding any other terms and conditions stipulated therein.

#### 17. Notes

- i. For purpose of contribution to PF, Gratuity, Superannuation, if any, and encashment of leave, notice period etc., computations will be on Basic Pay.
- ii. Please note that the salary structure of The Company may be altered/modified at any time. A prior notice would be given to you for the same. Further salary, allowances and all other payments/benefits will be governed by The Company's rules as well as statutory provisions in force from time to time and subject to deduction of appropriate Taxes at source.
- iii. Gratuity shall apply as per the 'Payment of Gratuity Act 1972'.

#### 18. Insurance Benefits:

GMI (Group Medical Insurance); You would also be enrolled under the existing Medical Insurance scheme of the company with a cover of 5 LAKHS (floating cover) applicable to Self, Spouse, and 2 children.

#### 19. Paid Leave:

You are entitled to avail 21 working days (@1.75 leave per calendar month) of paid vacation leave, per year. Women employees who have been on the rolls of company for 80 calendar days, can avail a maximum of 26 Weeks (182 calendar days) of total maternity leave up to two children and can avail a maximum of 12 Weeks (84 calendar days) of maternity leave for more than two children. You will also be entitled to avail 9 public (National & Festival holidays) declared & published by the company during the start of each calendar year. Leave and Holiday entitlement starts from your date of joining.

The above terms and conditions are based on the company's policy, procedures and other rules currently applicable in India and are subject to amendments and adjustments from time to time. In all matter including those not specifically covered here such as traveling, retirement, etc. you will be governed by the rules of the company as shall be in force from time to time.

**I have read the above terms and conditions of Employment and would hereby confirm strict adherence to the same.**

**Date:**

**Signature:**

**Place:**

**Name:**



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**Annexure – B**

		<b>Hyderabad</b>
<b>Fixed Salary Annually</b>		<b>200,000</b>
<b>Fixed Salary Monthly</b>		<b>16,667</b>
	<b>Monthly</b>	<b>Annual</b>
Basic	12,000	144,000
Special Allowance	2,310	27,720
Total Gross Salary	<b>14,310</b>	<b>171,720</b>
Gross Salary	<b>14,310</b>	<b>171,720</b>
Less :		
PF Employee Contribution	1,440	17,280
ESIC Employee Contribution	251	3,012
Net Salary payable in Hand	<b>12,619</b>	<b>151,428</b>
PF Employer Contribution	1,440	17,280
Bonus	917	11,000
Cost to Company	<b>16,667</b>	<b>200,000</b>
<b>Accrual of PF to Employee's Account Each Year</b>		<b>Amount *</b>
Employee Contribution		17,280
Employer Contribution		17,280
<b>Total</b>		<b>34,560</b>



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**Annexure - C**

S. No	Checklist
1	Appointment letter - Previous Employer
2	Appraisal/Salary revision letter (if applicable) – Previous Employer
3	Resignation acceptance letter/email from previous organization
4	Relieving/Experience Letters - All Previous Employers
5	Salary Slip - Last 3 months
6	PAN Card – 2 photocopies
7	Passport – 1 photocopy
8	Aadhar card – 2 photocopies
9	Passport size photographs – 3
10	UAN Number (Yes /No) -
11	Residential Address proof (Driver's license/Voter ID card)
12	Provisional and consolidated marks memo/certificate of Post-Graduation
13	Provisional and consolidated marks memo/certificate of Graduation
14	12th Standard Certificate
15	10th Standard Certificate
16	Technical Certificates (if any)