

Experis IT Pvt. Ltd.  
Block GP, Plot J3, Sector V  
Salt Lake City, Kolkata-700091  
West Bengal, India

T: +91 - 33 4038 1111  
F: +91 - 33 4038 1155  
Email: corporate@in.experis.com  
www.experisindia.com  
www.mapowergroup.co.in



CIN No.: U72900WB1997PTC085392

To

**Mr Subhradip Sinha,**  
**240/112, Chatterjee Para Lane Bakul Tala, Sheoraphuli, Baidyabati (M), Piarapur (P), Hooghly, West Bengal -**  
**712223, Kolkata, West Bengal, India**

**Dear Subhradip Sinha,**

We are pleased to appoint you as **"Lead Test Engineer"** with effect from **29-Aug-2025**. You are required to join at our **Kolkata Office**. We believe you will find this position to be challenging and rewarding.

On the day, that you begin your employment with Experis IT Pvt. Ltd. you will be asked to sign an employment agreement. This employment agreement, among other provisions, states that you will keep our business information confidential and seek your agreement not to become associated with a competitor of Experis IT Pvt. Ltd. for a specified period after the end of your employment with Experis IT Pvt. Ltd.

#### **Service Agreement**

All employees are required to read and comply with Experis IT/Client Business Conduct Guidelines and sign a statement to this effect. Any breach of the Guidelines or the terms & conditions of employment may result in termination of your services without notice or compensation.

#### **Remuneration Part**

The remuneration payable to you would be on a Cost to Company basis a sum of Rs. 91,667/- (Ninety One Thousand Six Hundred Sixty Seven) per month. The CTC defined herein includes all statutory deductions from employee and employer and applicable professional and Income Tax.

#### **Probation**

An employee will be under probation for six clear calendar months (unless otherwise decided by the company) from the date of joining. Probation of an employee may be extended for a period as deemed fit by the company at its discretion and the employee will continue to be in probation until a letter of confirmation is issued in writing.

#### **Notice Period**

During the employment period, the services of any employee may be terminated by the company without any default or any reason what so ever by giving a 30 working days' notice or 30 days salary in lieu of the notice period.

In event of you being assigned with any project or is deployed with the client, you can terminate the contract of employment by giving 90 days' notice period or on payment of 90 Day's salary in lieu of notice period irrespective of whether the employee is permanent or on probation. However, the company reserves the right to accept or reject such termination of the employment contract.

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Whichever of the above will be preferable for the interest of the Company subject to the discretion and satisfaction of the Company.

### **Abandonment and Automatic Termination of Service**

Absence for a continuous period of ten days without information (including absence when leave though applied for but finally not granted) would make you lose an employee's lien on the service and the same shall automatically come to an end without any notice or intimation.

### **Accommodation**

1. It is the responsibility of an Employee to find his / her accommodation. If such accommodation and its terms of occupation are approved by the Company, its tenancy may be taken over by the Company at the request of the Employee in which case the Company will bear the actual rental for unfurnished accommodation up to such limit which may be determined by the Company at its discretion. Any excess of actual rental above the specified limit shall be borne by the Employee and shall be deducted from his salary.
2. Where an Employee is provided with the Company owned / leased accommodation he / she will not receive House Rent Allowance.

### **Personal Services**

You shall personally perform the work as directed by the Company and shall have no right to delegate, in any way, the responsibility. You shall have no right to hire, supervise or pay assistants, except as specifically directed in writing, in advance by the Company.

### **Medical Fitness**

You shall maintain yourself in state of medical (physical and mental) fitness and ensure frequent medical checkups. Any neglect on your part in this regard may render your services liable for termination with immediate effect notwithstanding anything contained in this Agreement.

### **Transfer/Secondment**

The Company shall be entitled to transfer or second your services with continuity to any of the branches or sister concern companies or any third party / client, whether existing or which may be set up in future whether in or outside India without any change in the terms and conditions of the employment at the sole discretion of the Company.

### **Late and Early Working**

In case you desire to work extra hours, at your sole discretion, over and above the company mandated hours, you are required to take a compensatory off in lieu of this with the prior approval of your supervisor.

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However, you will be entitled to all benefits available to you in accordance with the company policies in this regard.

### **Time and Attention**

During the continuance of your employment you shall unless prevented by incapacity devote your full time, energy and attention to the business of the Company and shall not be in any way directly or indirectly engage in any other undertaking, business, profession or employment whatsoever including part time employment or be concerned or interested in any other business of a similar nature or competitive with that carried on by the Company provided that nothing shall preclude you from the holding or being otherwise interested in any shares, debentures or other securities of the Company.

### **Leave**

Leave policy will be guided by our Leave Policy as provided in the Employee Handbook.

An employee should apply to the Company in writing for annual leave at least 15 days prior to the proposed date of commencement of leave. Sanction of such leave or any part thereof shall be solely at the discretion of the Company.

The Company may, solely at its discretion, require an employee to avail to annual leave either in full or in part, at any time convenient to the Company.

### **Maternity Leave**

All women employees who have completed at least 80 days of service in the Company would be entitled to maternity leave with full pay for a total period of 26 weeks, of which not more than 8 weeks shall proceed the date of expected delivery. Application for such leave has to be submitted along with medical certificate at least 3 months prior to the proposed date of commencement of leave.

### **Confidentiality**

You shall acknowledge that confidential information and material regarding the Company and its clients have been or will be disclosed to you solely for the purpose of assisting in performing your duties. Such information and material are and will remain the property of the Company. The phrase confidential information and material shall include, but is not limited to all information belonging to the Company and its clients relating to the their respective services, products, customers, business methods, strategies and practices, internal operation, pricing and billing, financial data, costs, personal information, suppliers, contracts, sales, technology, computer software and systems, inventions, developments, trade secrets of every kind and character, information designated by the company or its clients as confidential and all other information that might reasonably been as confidential.

You shall acknowledge that you may use such confidential information and materials only during the term of employment and solely for the purpose of such employment, and that this right shall expire upon your discharge or resignation. You shall therefore agree not to use for your benefit or for the benefit of any other person or entity except as specifically authorized in writing in advance by the Company or divulge to any person or entity for any reason, any such information and material related and connected to the business of the Company and its clients / customers / affiliates, either at any time during the term of your employment or any time after its termination.

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You shall be required not to directly or indirectly disclose or divulge to any person or entity, including to the client or to any colleagues or co- workers of the Company either during or after your period of employment, your remuneration/ terms of employment.

### **Non Competition**

During the term of your employment and for 12 months after termination of your relationship with the Company for whatsoever reason, whether such termination was at your insistence or the Company's, you shall agree that you shall not as principal, employer, stock holder, partner, agent, consultant, contractor, employee or in any other individual or representative capacity, (a) provide or attempt to provide or solicit the opportunity to provide

, directly or indirectly or advise others of the opportunity, any services of the type rendered by you to the Company or for the benefit of any of its clients, (1 ) to which you have provided services in any capacity on behalf of the Company or (2) to which you have been introduced or about which you have received information by the Company or its clients for which you have performed services in any capacity on behalf of the Company or (b) retain or attempt to retain, directly or indirectly for yourself or any other party, the services of any person, including any of the Company's employees, who are providing services to or on behalf of the Company while you were employed with the Company and to whom you have been introduced or about whom you have received information by the Company or by its clients for which you have performed the services in any capacity on behalf of the Company.

### **Invention/ Discovery / Copyright Works**

You shall disclose fully and promptly to the Company the following:

Any and all work done during the term of your employment including articles, write ups, reports, commentaries, analysis or drawings produced (hereinafter called "works"), inventions, processes, innovations, discoveries, developments, designs, techniques, formula improvements. Computer programs and other related technical material, relating to the business of the Company which you shall write, discover, conceive, make, generate to practice alone or jointly with others during your term of employment with the Company and resulting from such employment whether or not they are patentable and copyright-able. All such rights shall belong to the Company as the works have been carried out on work have been carried out on work for reward basis. No rights shall be reserved to you. You shall execute and transfer if necessary, at any time upon company's request, any certification affidavit or other documents confirming the ownership rights under this head. Upon request at any time during or after the term of this Agreement and at the expense of the Company you shall assist the Company including its attorneys in preparing and prosecuting application for patents or copyrights relating to such works, inventions, processes and other materials. You shall also execute all papers in connection with the performance of all tasks that may be reasonably necessary to protect the rights of the Company and to vest in it or its assigns ownership of the inventions, applications, copyrights and patents herein contemplated.

### **Negligence**

If you are guilty of any inattention to or negligence in the conduct of the business or of any other act or omission inconsistent with your duties or any breach of the terms and conditions of your employment for which the Company shall be the sole judge and you shall be liable for appropriate legal action including immediate termination of your employment.

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### **Non- Performance**

Experis shall at any time be entitled to terminate the employment of the Employee in the event, inter-alia, of poor performance or the performance of the Employee not matching the expectation/requirement of Experis from time to time by giving notice period of 30 days. If any time, during the Training / Probation Period, the employee does not show the expected performance or remains absent without prior permission or misbehaves, his service can be terminated by giving One Day's Notice or by making payment of one day in lieu of notice.

### **Income Tax**

Income tax or any other taxes or levies that may be payable on the salary and the other benefits & perquisites shall be chargeable in the hands of the Officer concerned.

### **Forfeiture**

Notwithstanding anything contained herein before, the Company shall be entitled without prejudice to any other remedy available in law, to apply any money due to an employee from the Company towards making good, in full or in part, any loss or damage that the Company may have suffered by reason of his/her default or misconduct.

### **Disclosure of Facts**

In the event of the information furnished by you in your application to the company or in the testimonials with regard to your educational qualifications/prior employment and experience history are found incorrect or willfully withheld, you will be liable for termination or such action as may be deemed fit by the management.

### **Compliance with Copyright Laws**

You shall inspect all computers within your charge and control as soon as the same is first brought under your charge and print a listing of all software loaded on the machine's hard disk. You shall not use any software for which appropriate license has not been obtained and shall observe the conditions of all legal software being used by the Company. You shall be responsible for and shall be liable for the consequences of any illegal or pirated software or failure to comply with the terms of the license in respect of any software being used by you or which is found on your computer.

### **Professional Ethics**

You are required to deal with the Company money, material and documents with utmost honesty and professional ethics. If you are found guilty at any point of time of moral turpitude or dishonesty in dealing with the Company's material, document or theft or misappropriation regardless of a value involved, your services would be terminated with immediate effect, notwithstanding any other terms and conditions mentioned in the appointment letter.

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### **Remedies or Breaches**

You shall ratify that monetary damage would be an inadequate remedy for any breach of the terms contained herein committed by you. As a result of the said breach, the Company shall be entitled to temporary restraining orders and injunctions and permanent restraining orders and injunctions to prohibit such breach(s). This paragraph is in no way meant to limit that remedies which the Company has at law or equity for such breach(s) by you of any terms and conditions mentioned in the appointment letter and the Company reserves the right to proceed on more than once cause of action including seeking damages as well as injunctions and restraining orders.

### **Effect of Agreement**

The terms and conditions contained in the Appointment Letter shall ensure to the benefit of and shall be binding on you and the Company hereto, the successors and assigns of the Company and your heirs and personal representative. Your rights, obligations and duties under the aforesaid Letter shall not be assigned by nor are they assignable by you. On signing of this appointment letter you have accepted all the policies of the company as laid down in our intranet.

### **Severability**

If any term in this Agreement is found by competent judicial authority to be unenforceable in any respect, the validity of the remainder of this Agreement will be unaffected, provided that such unenforceability does not materially affect the parties' rights under this Agreement.

### **Arbitration**

In the event of any dispute / disagreement/ difference of opinion over the interpretations of any of the terms herein above contained excluding those governed by Judicial Remedies abroad for any claim or liability, payable in India, the same shall be referred to the arbitration of Executive Director of the Company and the decision of the Arbitrator shall be final and binding upon all the parties hereto. Such reference shall be deemed to be a submission to arbitration under the Arbitration and Conciliation Act, 1996 or any modification or statutory re-enactment thereof. The venue of Arbitration shall be Kolkata, India subject to the jurisdiction of Courts in Kolkata, which shall have exclusive jurisdiction in proceedings to enforce the arbitration.

### **General**

The Employee shall devote the whole his/her time, attention, abilities exclusively to the business of the Company and shall in all respects obey and conform to the regulations from time to time issued by the Company and applicable to him/her, and shall at all times well and faithfully serve the Company and use his/her best endeavors to promote the interests thereof. The Employee shall not, while in the employment of the Company be engaged in any other employment or business whatsoever or accept any other emoluments without the previous consent in writing of the Company.

The employee shall not, except in proper course of his/her duties, disclose or divulge to any person or persons whosoever or other than in connection with the Company's business, himself/herself make any use of

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information of secret or confidential character acquired by him during period of such employment relating to client proposals, software programs or other technical details used by the company or by any person in its employment.

Employees in general shall be governed in all matters by the Company's rules and regulations, which are in force from time to time. The above terms should be deemed to be a part of the Service Agreement.

The Company reserves the right at its sole discretion to alter, amend or substitute without notice these Terms of Employment or any one or more of them, either generally or in the application thereof to specified Officers. The facilities to which an employee is eligible will be governed by the Terms of the Employment, as applicable to him/her in force from time to time and no claims will be entertained on superseded terms.

Yours truly,  
For Experis IT Pvt. Ltd

K. Anita Kumari  
Head – HR

I accept  
(\_\_\_\_\_)

Date:  
(\_\_\_\_\_)



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Annexure -  
A Strictly Confidential

Name : Subhradip Sinha  
Designation: Lead Test Engineer  
Branch: Kolkata

SALARY BREAKUP		Monthly Breakup	Annual Breakup
Gross Salary	Basic	43,747	5,24,964
	HRA	21,874	2,62,488
	Bonus as per Bonus Act <sup>1</sup>	0	0
	Conveyance (Fixed)	1,600	19,200
	Special Allowance	20,272	2,43,264
	<b>Monthly Gross</b>	<b>87,493</b>	<b>10,49,916</b>
Additional contribution			
	P.F(Employer)	1,800	21,600
	E.S.I.(Employer)	0	0
	PF Admin Charges	150	1,800
	Gratuity <sup>2</sup>	2,104	25,248
	INSURANCE	120	1,440
	<b>Total Additional Components</b>	<b>4,174</b>	<b>50,088</b>
Deduction	P.F.	1,800	21,600
	E.S.I.C(Employee)	0	0
	Income Tax(As applicable)	0	0
	Professional Tax	200	2,400
	<b>Total Deductions</b>	<b>2,000</b>	<b>24,000</b>
	<b>NET TAKE HOME**</b>	<b>85,493</b>	<b>10,25,916</b>
	Bonus as per Bonus Act <sup>1</sup>	0	0
	<b>CTC</b>	<b>91,667</b>	<b>11,00,004</b>

\*\* From the above amount Income Tax on actuals will get deducted.

Gratuity <sup>2</sup>- Payable as per the Gratuity Act.

<sup>1</sup> This is payable as per the Bonus Act, 1965. Bonus due for the current F.Y. will be paid in next year October or at the time of exit along with Full & Final Settlement