

SMPV062

Date: 12th April 2021

To,
Venkatachalam.S
38, Hosur Road,
Muniswamappa Layout,
Bandepalya, Bommanahalli,
Bengaluru - 560068

Subject: Letter of Appointment

With reference to your application and subsequent to the selection process, we are pleased to appoint you as “**Web Designer**” in our company on the following terms and conditions:

1. Date of Joining: **12th April 2021**
2. Place of work:
Your present place of work will be at **Simpliv Services India Pvt. Ltd 53/B, Lols Citadale, 1st Main Road, Sarakki Industrial Area, J.P Nagar 3rd Phase, Bengaluru - 560078**
3. Working Hours and Holidays:
 - a. The office working hours applicable to you would be as per those declared from time to time, by the Company.
 - b. The applicable holidays shall be as per the list approved and declared by the Management from time to time.
4. Salary:
Your salary shall be as per Annexure I of this Letter of Appointment. Salary shall be reviewed periodically as per the policy of the Company.
5. Duties and responsibilities:
 - a. The Company will expect you to work with a high standard of initiative and efficiency in the department in which you are placed.

Candidate Signature:

Date:

- b. You will devote full time to the work of the Company. You will not take up any other employment or assignment or any office, honorary or for any consideration, in cash or in kind or otherwise, without the prior written permission of the Company.
- c. You will abide by the service Rules and Regulations of the Company which are currently in force and may be amended from time to time.
- d. You shall diligently, faithfully and to the best of your ability serve the Company, using your best endeavour to promote the interests of the Company and perform all duties that may be entrusted to you from time to time.
- e. You will be liable to go to places outside your place of work for the purpose of work/training whenever required by the management.
- f. You will perform all such jobs mentioned to you during your application and may be assigned to you from time to time by your reporting authority, whose name will be intimated to you from time to time.
- g. You will be required to maintain utmost secrecy in respect of projects, documents, commercial offer, project cost and estimation, technology, Company's policies, Company's patterns, trademark and Company's human asset profile.
- h. Any of the Company's technical or other important information which might come into your possession during the continuance of your service shall not be disclosed, divulged or made public by you.
- i. You shall be required to enter into a confidentiality agreement with the Company, to ensure that confidential Information of the Company is kept confidential.
- j. You will not (except in the normal course of the Company's business) publish any article or statement, deliver any lecture or broadcast or make any communication to the press, including magazine publication relating to the Company's products or about any matter with which the Company may be concerned, unless you have previously applied to and obtained the written permission from the Company.
- k. You will be responsible for safekeeping and return in good condition and order all Company property, which may be in your use, custody or charge.

Candidate Signature:

Date:

6. Restrictions on borrowing/ accepting gifts:

You will not accept any present, commission or any sort of gratification in cash or kind from any person, party or firm or Company having dealing with the Company and if you are offered any, you should immediately report the same to the Management.

7. Intellectual Property Rights:

All Intellectual Property Rights in India and abroad, all such rights in any 'work' or in any matter including but not limited to documents, database, papers or any type (Including all improvements) conceived, created made fully or in part (whether or not during the regular office/ business hours) during your period of employment with the Company shall automatically vest with and be the sole and exclusive property of the Company. You shall also, at the cost of the Company, execute and register all documents required statutorily or otherwise by the Company to further confirm the above ownership rights in favour of the Company.

8. Disciplinary Action:

If at any time in our opinion you are found to be a non- performer or guilty of fraud, dishonesty, disobedience, disorderly behaviour, negligence, indiscipline, absence from duty without permission or any other conduct considered by us deterrent to our interest or of violation of one or more terms of this letter, your services may be terminated without notice and on account of reason of any of the acts or omission the Company shall be entitled to recover the damages from you. Our opinion will be final in this matter

9. Medical Fitness:

This appointment and its continuance is subject to you being found and remaining medically (physically and mentally) fit by a Medical Practitioner appointed/designated by the Company.

10. Retirement:

Upon attaining the age of 60 years, you are liable to be superannuated/ retired from the services of the Company. The Management may, at its discretion, extend your service period

Candidate Signature:

Date:

11. Probation/Confirmation:

You will be on a Probation period for the **Six months**. Based on your performance your services will be confirmed with the company in written after six months. During the probation period your services can be terminated with one month notice on either side and without any reasons whatsoever. If your services are found satisfactory during the probation period, you will be confirmed in the present position and thereafter your services can be terminated on two month's notice on either side.

12. Termination of Service:

- a. On confirmation, this appointment is terminable by either party without assigning any reason whatsoever, by giving written notice of **60 (sixty)** days of notice period. The Company will have the right to terminate the employment without any notice in the event of the employee being found guilty of any misconduct or breach of Company policy.
- b. After the notice of termination has been given by either Party under this Letter of Appointment, the Company has the absolute discretion for all or part of the notice period to:
 - i. Exclude you from the premises of the Company;
 - ii. Refrain you from carrying out your duties.
 - iii. Instruct you not to communicate with the consultants, business allies, suppliers, customers, employees, agents or representative of the Company or parent or subsidiary or affiliate organisation of the Company; and
 - iv. Make such internal and external announcements, as it deems appropriate.
- c. Upon termination of this Letter of Appointment howsoever, the following conditions shall apply:
 - i. You shall deliver to Company all property including business cards.
 - ii. The Company will be entitled to deduct from your remuneration all debts owed by you to the Company.
 - iii. You shall not, at any point of time thereafter represent yourself to be still connected with the Company, without the consent of the Company.

13. Other Rules and Regulations:

- a. The Rules and Regulations of the Company as applicable from time to shall govern your appointment.

Candidate Signature:

Date:

- b. This Letter of Appointment and Confidentiality and Non Disclosure Agreement to be entered into between you and the Company comprises the totality of all contractual relations between the Company and you. It replaces all previous offers, promises, letters and agreements in verbal or written form between the parties. No alteration in the terms of this Letter of Appointment shall be binding unless made in writing and signed by both the parties.
- c. This Letter of Appointment is being issued to you on the basis of the information and particulars furnished by you in your application (including bio-data), at the time of your interview and subsequent discussions. If it transpires that you have made a false statement (or have not disclosed a material fact) resulting in your being offered this appointment, the Management may take such action as it deems fit in its sole discretion, including termination of your employment.
- d. You warrant that as on the date of this Letter of Appointment, you are not under any obligation, restriction or duty, whether express or implied, to any third party which might or will adversely affect your ability to enter into this Letter of Appointment or which might or will prevent or restrict you, partly or wholly, from performing your duties as may be specified by your reporting authority from time to time.
- e. The service conditions mentioned in the Letter of Appointment are not subject to any amendments unless communicated by the authorised officer nominated by the Management for this purpose.
- f. In addition to oral/ written instructions, office orders, you will be governed by the rules, regulations and such other practices, systems, policies, procedures of the Company and as indicated by the Company from time to time.
- g. This Letter of Appointment shall be governed and construed in accordance with the Laws of India.

Candidate Signature:

Date:

- h. In case any disputes arise relating to this Letter of Appointment or any of the terms contained herein, the dispute shall be referred to the sole arbitrator appointed by the Company in consultation with you. The parties shall not approach the court until such arbitration has concluded. However, Company shall be entitled to approach the courts of Law, in relation to any breach, threatened breach or anticipated breach of Intellectual Property Rights, Confidential Information or data theft. The provisions of the Arbitration and Conciliation Act 1996 shall apply to the Arbitration proceedings. The venue of Arbitration shall be Bangalore.
- i. In the event of any dispute between the parties hereto regarding or arising out of this Letter of Appointment, the courts of Bangalore shall have the sole jurisdiction, to the exclusion of all other courts that may otherwise have had such jurisdiction.
- j. If any of the clauses or sub clauses of this Letter of Appointment become invalid or need to be judged, the remaining clauses and sub clauses shall be deemed severable and shall remain in full force and effect.

Candidate Signature:

Date:

Annexure I

Name : Venkatachalam		
Designation : Web Designer		
Company : Simpliv Services India Pvt Ltd		
Payroll Breakup	CTC (Annual)	Gross (Monthly)
CTC	2,80,000	23,333
Basic - 40%	1,80,000	15,000
HRA-40% on Basic	70,266	5,856
ESI	8,134	678
PF Employer Contribution	21,600	1,800
Total	2,80,000	23,333
Deductions		
Profession Tax / Tax on Employment	2,400	200
PF - Employee Contribution	21,600	1,800
ESI(Employee)	1,877	156.00
Total	25,877	2156
Net Pay - Monthly before Income Tax		18,700

If you are agreeable to accept the appointment on the above terms and conditions please sign and return to us the attached copy of this Letter of Appointment in confirmation of your having read, understood and accepted the appointment on the above terms.

Warm Regards,
For **Simpliv Services India Pvt. Ltd**



Shahanshah Manzoor
Managing Director

Accepted By:

Name:
Date: