

Date - 05-Aug-2021

To, Vikas Deshmukh Ravi Nagar, Amravati.

### Dear Vikas.

Thank you for your interest in working for our organization. Having successfully passed the interviews, it is a pleasure to extend the following offer of employment to you on behalf of Smart Work Ideas Pvt Ltd, Pune. If you accept this offer you will be designated as "Jr.React Engineer".

This offer will be subject to the Standard Terms and Conditions of Employment by **Smart Work Ideas Pvt Ltd**, and also will be governed by the policies, guidelines, rules and regulations of the Company. You will also be required to sign and agree to be bound by The Employee non-disclosure, non-solicitation and non-competition Agreement when you join the employment of the Company.

The overall per annum CTC offered to you is Rs.240000/-.

This offer of employment with **Smart Work Ideas Pvt Ltd** is subject to the successful verification of information provided by you.

If you accept this offer you are required to join on "12-Aug-2021". If you are unable to report for joining on the said date you are requested to inform the company in writing. The following documents are required to be produced at the time of joining. Please provide originals and self attested Photostat copies; originals will be returned after verification.

- 1. Relieving Letter from all your previous employers.
- 2. Salary slip or salary certificate from most recent employer
- 3. Experience Certificate from all previous employers
- 4. Proof of Academic Qualifications:
  - I. 10th & 12th mark lists
  - II. Under graduate / degree mark list and provisional certificates
  - III. Post graduation mark list and provisional certificates (if any)
  - IV. Other qualifications mark lists and certificates (if any)
- 5. Proof of identity i.e. PAN card, driving license, Electoral card
- 6. Passport size Photographs (3 No)



By accepting this offer you are also confirming that:

- 1. You have terminated your employment with your previous employer (if any) in compliance with their terms and conditions
- 2. There are no contractual obligations with respect to your earlier contracts that would prevent you from delivering your responsibilities with the Company or taking up this position with this Company
- 3. **Smart Work Ideas Pvt Ltd** is not liable for any past dues owed by you as part of termination of any previous employments.
- 4. You are not bringing in any Intellectual Property that you do not have sole ownership of.

This offer will be valid for 2 weeks from the issued date of this letter. If this offer of employment is acceptable to you, please let us know your acceptance of employment by confirming via email or telephone within 1 week of receiving this letter and providing a signed copy of this document by post. If we do not hear back from you within this period this offer will be deemed to be canceled and we are not obliged to hold the position open for you.

#### **APPENDIX**

# **Employment Terms and Conditions:**

#### **Profile Verification**

This offer is provisional to the verification of details furnished by you during the discussions and interviews held so far. If any of these details are found to be incorrect or falsified at any point of time during your employment, this offer letter, and/or subsequent employment status stands canceled with immediate effect.

# **Employee Duties and Responsibilities**

You will be starting at the Company at the designated position as per the Offer Letter. However you will be expected to perform the duties and responsibilities of the roles that will be assigned to you time to time by the Company.

You will be expected to display high levels of initiative and efficiency in your work. You are also expected to perform your duties and responsibilities meticulously and to the best of your capabilities and to the satisfaction of the Company. You are expected to show this level of commitment for tasks that are part of your job profile and also any other task that you would be reasonably expected to perform during your employment with the Company.

It is your responsibility to ensure quality output in all activities that you engage in either directly as an individual or as a team member/leader. As a full time employee you shall devote your time and capabilities for the discharge of your duties and responsibilities. You also agree to not engage in commercial activities that could conflict with your time and availability for delivering your responsibilities with the Company during your employment with the Company. You are however free to engage in not-for- profit activities while you are not under official duty and outside of your office hours.



# 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. You will have the option to discuss the percentages of these components with the Company. A detailed salary bifurcation has been given in the following.

Salary Head	Per Annum (In Rs)
BASIC	112800.00
DA	43200.00
HRA	24000.00
MEDICAL	19200.00
MGT. ALLOWANCE	15600.00
SPECIAL ALLOWANCE	25200.00
C.T.C	240000.00

#### **Performance Bonus**

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

#### **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 six months.

# **Quality Matters**

You will be required to learn the processes being followed at **Smart Work Ideas Pvt Ltd**, from time to time and comply with the quality standards that are being enforced as part of these processes. Your adherence to these quality standards and your general attitude towards quality will be an important parameter used in evaluating your performance.

# Working Hours, Holidays and Leave

Normal working hours of the company are 8:30AM to 6PM Monday to Friday. Saturday and Sunday are holidays. Employees are provided with the opportunity to take 12 paid leave every year accrued at the rate of 1 leave per month. The company also provides 12 annual holidays announced at the beginning of every year. Except for emergencies and medical reasons leave will be granted only on 3 days prior notice and approval by your managers.



### **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 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. By this contract you have also undertaken to sign any associated documents to further confirm the above ownership. Unless permitted by an explicit agreement you are also bound to keep such matters confidential and shall use such 'work for the sole benefit of the Company as required by your employment.

#### Non Solicitation

During your employment with **Smart Work Ideas Pvt Ltd**, and for an year thereafter you shall not solicit any employee of the Company to leave their employment in order to join another company or provide services to another company/person/entity which is not affiliated to **Smart Work Ideas Pvt Ltd**. You shall also not directly or indirectly on behalf of another person or entity solicit or entice any customers or potential customers away from the company.

#### Non Disclosure

You agree to sign and be bound by the terms of the Non-Disclosure, Non-Solicitation and Non- Competition Agreement required to be signed by you during the term of your employment with the Company and at all times thereafter. You also hereby agree to comply with the terms of any policies of the Company relating to the protection of confidential information from time to time. You are also required to strictly maintain as confidential and not divulge or communicate in any manner, any information regarding your remuneration / terms of employment to any other employee of the Company except your immediate superior. Any disclosure of confidential information will be considered a serious misconduct and breach of the terms of your employment.

### Non Compete

By joining this company in the designated position you hereby agree to not engage in any competing activity or business during the course of your employment and thereafter for a period of 1 year after the termination of your employment with the company. This does not however prevent the employee from seeking employment in other IT companies after termination of employment with **Smart Work Ideas Pvt Ltd**.

# **Termination**

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

- 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)..
- 2. any physical company documents that you may have in your possession



3. any other company assets within your control like apartments, leases etc 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.

You will also be bound by any previous confidentiality, non-disclosure or non-compete agreements that you had signed as part of your employment until the individual termination of such contracts.

### Breaches and violations

Over and above the terms mentioned in this document you are also liable for disciplinary action including and not limited to warnings, suspensions, demotion, denial of promotion or increments for violations of codes of conduct and company policies. The said policy and related company manuals shall be treated as part and parcel of this Agreement. The company reserves the right to modify/amend terms and conditions, and will notify employees of the same. The company may also decide to terminate employment subsequent to disciplinary action and proper investigation.

#### **Notice Period**

A notice of 3 months is required during the first year of your employment with the company by either party to terminate this contract. In subsequent years either party may terminate the contract with a notice period of 1 month. Notice period is considered to start from the point of termination letter is received by the manager. However, when the situations warrant, as in the case of breach of policies, the company may decided to terminate the contract with immediate effect without any notice.

### **Jurisdiction**

Your employment shall be governed by and construed in accordance with the laws of INDIA and the courts of PUNE, Tamilnadu shall have the jurisdiction, to the exclusion of any other Courts that may have jurisdiction, to decide any dispute arising from or in connection with your employment with the Company or any of the terms and conditions of your employment with the Company.

We take great pleasure in welcoming you to our Organization and sincerely hope that your period of service with us will be long, pleasant and of mutual benefit. We hope you will find this offer acceptable and wait to welcome you to the **Smart Work Ideas Pvt Ltd**, family.

Best Regards,

HR Team,

**Smart Work Ideas Pvt Ltd**