

Candidate ID: 4156821 /538362,

Date of Joining: 11/03/2020,

Joining Location: Mumbai,

Designation: Analyst,

Dear Aditi Dipak Tare,

To ensure that you experience a smooth onboarding, we would like to help you with a brief agenda for your day one at Capgemini.

1.	Welcome Address
2.	Verification of master data sheet, which contains your detailed information.
3.	Verification of joining documents*
4.	Receipt of employee handbook and visitor-cum-bus pass
5.	Submission of signed documents
6.	Receipt of hard copy of offer letter
7.	ID cum access card formalities
8.	Bank account opening formalities
9.	Meeting the buddy

Please report by 8:30 am at Mumbai office, for joining formalities as per the address mentioned below:

Address

CAPGEMINI Knowledge Park, IT 1 / IT 2, TTC Industrial Area, Thane-Belapur Road,
Airoli, Navi Mumbai, Maharashtra - 400708



Please carry a complete set of original and photocopied documents (2 sets) as specified below.

1.	Hard copy / email copy of Capgemini offer letter shared with you
	<p>Employment Documents:</p> <p><u>Current Employment(Immediate Previous)</u></p> <p>a) Relieving letter /Experience Certificate(if both these documents are not there, Resignation Acceptance Resignation acceptance mail is mandatory/Automated Copy of email resignation/Approved mail resignation (mentioning of last working day from the HR is mandatory)</p> <p>2. b) Payslips for last 3 months</p> <p>c) Form 16</p> <p>d) Salary Account 6 months Bank Statement</p> <p>e) Letter of appointment/Offer letter from employer which captures start date</p> <p><u>Previous Employment</u></p> <p>Service/Relieving Certificate all employments- Mentioning date of joining ,designation and last working day</p>
3.	<p><u>Education Documents</u></p> <p>a) 10 Marksheet and certificate.</p> <p>b) 12th marksheet and Certificate.</p> <p>c) Graduation Marksheets and certificate/Diploma certificate.</p> <p>d) Post-Graduation Marksheets and degree certificate(If applicable)</p> <p>e) Any other relevant certificate</p>
4.	<p><u>Proof of identity/ Address</u></p> <p>a) PAN Card</p> <p>b) AADHAR Card</p> <p>c) Passport</p> <p>In case any of the proof of Identity/Address mentioned above not available then any TWO of the below proofs</p> <p>i) Voters Id</p> <p>ii) Driving License</p> <p>iii) Ration card</p> <p>iv) Electricity Bills</p> <p>v) Gas card</p> <p>vi) Notarized Self Affidavit</p>
5.	Passport size photographs(6 nos)
6.	<p><u>Self Employed/CO-owner/Freelancing/ Partnership employment(s)(if applicable)</u></p> <p>a) Form 16/Form 26AS</p> <p>b) Bank statement for 6 months</p> <p>c) Shop License</p>
7.	Cancelled Cheque of Saving Bank Account having IFSC Code details - Mandatory
8.	Details of your Provident Fund, Employees' Pension Scheme and Universal Account Number, if earlier member PF/EPS scheme Mandatory.



Please note that Capgemini may ask you to submit additional documents as and when required, especially with respect to the Background verification process.

In the absence of the above listed documents your onboarding may be delayed or deferred.

Kindly note:

- Capgemini has a dress code policy and you need to always dress in formal attire.
- If you are driving to office on the first day, please ensure you are there by 8:15AM, and contact security at the main gate for your entry pass.

Best Regards,
Team HR

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EMPLOYMENT OFFER LETTER

Capgemini Ref: 4156821 /538362,

10/28/2020,

Aditi Dipak Tare
At- Saphale(Dongri), post-Umberpada,Tal Dist -Palghar ,401102,
Palghar ,
India

Confidential

Dear Aditi Dipak Tare,

Pursuant to our discussions, we are pleased to offer you employment opportunity, on probation basis, with **Capgemini Technology Services India Limited ('Capgemini' or 'Company')** starting from **11/03/2020** (or such other date as may be communicated to you by the Company), as per details given below.

A) Your current designation will be **Analyst/A4**

B) You will be required to work at the Company's offices in location **Mumbai**

C) On joining you will be under probation for 6(six) months from the date of joining. During this period your all-inclusive Annual target compensation (on a cost to company basis) will be **INR 300,002.00 (Rupees Three Lakh and Two only)**. Please refer **Annexure-A** for details. Subsequent to your successful completion of training and probation after six months from your date of joining, your all-inclusive annual target compensation (on a cost to company basis) will be revised to **INR 380,006.00 (Rupees Three Lakhs Eighty Thousand and Six only)**. Please refer **Annexure -B** for details.

Your compensation shall be paid on a monthly basis, in arrears. The company shall deduct tax at source at the time of making payment.

The breakup of your all-inclusive annual target compensation is as follows:



Annexure - A

Aditi Dipak Tare

Analyst

Total Cost to Company (CTC).

Rs.300,002.00

Monthly Components	Per Month	Annualized
Basic	Rs 10,000.00	Rs 120,000.00
House Rent Allowance	Rs. 4,089.00	Rs 49,068.00
Other Reimbursements & Allowances#	Rs. 0.00	Rs.0.00
Personal Allowance	Rs. 5,000.00	Rs. 60,000.00
Advance Statutory Bonus	Rs. 2,980.00	Rs. 35,760.00
Gross monthly salary	Rs.22,069.00	Rs. 264,828.00
Statutory payments ++		
Capgemini's contribution to PF ++	Rs.1,800.00	Rs.21,600.00
Gratuity (accrual only)		Rs.5,772.00
Total Fixed Compensation		Rs.292,200.00
Total Cash Compensation		Rs.292,200.00
Benefits		
Medical, Accident & Life Insurance Premium		Rs. 7,802.00
Capgemini contribution to ESI		Rs.0.00
Total Cost to Company		Rs. 300,002.00



Total Cost to Company		Rs. 300,002.00
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Annexure - B

Aditi DipakTare

Analyst

Total Cost to Company (CTC).

Rs.380,006.00

Monthly Components	Per Month	Annualized
Basic	Rs.10,860.00	Rs.130,320.00
House Rent Allowance	Rs.5,430.00	Rs.65,160.00
Other Reimbursements & Allowances#	Rs.5,285.00	Rs.63,420.00
Personal Allowance	Rs.4,140.00	Rs.49,680.00
Advanced Statutory Bonus	Rs.3,064.00	Rs.36,768.00
Gross monthly salary	Rs.28,695.00	Rs.344,340.00
Statutory payments ++		
Capgemini's contribution to PF ++	Rs.1,800.00	Rs.21,600.00
Gratuity (accrual only)	Rs.522.00	Rs.6,264.00
Total Fixed Compensation	Rs.31,017.00	Rs.372,204.00
Special Incentives###	Rs.0.00	Rs.0.00
Total Cash Compensation	Rs.31,017.00	Rs.372,204.00
Benefits		
Medical, Accident & Life Insurance Premium		Rs.7,802.00
Capgemini contribution to ESI		Rs.0.00



Total Cost to Company		Rs.380,006.00
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You may choose any of the following optional instruments that are a part of the Other Allowance & Reimbursements. Balance amount that is not claimed will be paid as Taxable on monthly basis after withholding taxes. For details on claiming these instruments please check the Other Allowance and Reimbursements FAQ and Claim Forms.

Other Allowance & Reimbursements	Annualized
Telephone	19,800.00
LTA	60,000.00
Meal Coupons	24,000.00
Vehicle Reimbursement	21,600.00

Notes:

1. The payroll processing will be as per Company policy notified from time to time.
2. Employees should decide on the Other Allowances and Reimbursements (OAAR) at the time of joining; any changes will be accepted as per Company policy applicable from time to time.
3. For claiming tax benefit in case of admissible allowances and reimbursements (eg. LTA, telephone etc), you will have to submit supporting (bills) to the Company's satisfaction along with the reimbursement claim form in the prescribed format and within the timeline stipulated by the Company. The reimbursements will be processed as per the applicable Company's policies, which are subject to change without notice. The payments described above will not be further grossed up for taxes and you will be responsible for the payment of all taxes due with respect to such payments, which will be deducted at source as per the applicable law. In case of any under-withholding, you shall be responsible to pay the necessary tax and any interest/penalty thereon.
4. In cases where Permanent Account Number (PAN) is not produced, highest tax rates will apply to all amounts on which tax is deductible at source under the applicable tax law.
5. The Company reserves the right to change the compensation structure and/or the compensation components from time to time.

++ These statutory payments are included based on current applicable practice and law and are subject to changes based on changes in law from time to time. Also, please further note, that any changes /modification to statutory payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However, Company shall endeavor to inform you, via separate email communication, about any changes/ modification to statutory payment.

++ Employee's contribution towards PF and ESI will be made from the monthly salary. If employee moves out of ESI coverage on account of his/her salary crossing the defined threshold, deduction of employer and employee's contribution would continue up to the ESI contribution cycle defined by law.

** This is the maximum limit you are eligible for. You may choose any of the following optional components under 'Other Allowance & Reimbursements' Non taxable components (except Meal Coupons) would be paid based on a claim by employee through payroll. Taxable component would be paid on a monthly basis. All payments will be based on Company's policies.



D.) The following elements are included in the compensation package stated above:

1. Provident Fund- You will be covered under the Capgemini Technology Services India Limited Employees' Provident Fund (PF) scheme wherein, the Company will contribute towards PF at the statutory rate as may be defined by the government from time to time. Your contribution and the Company's contribution have been included as a part of the above-mentioned compensation.
2. Gratuity- Upon cessation of employment after completion of continuous service of at least five (5) years with the Company, you will be eligible for gratuity as per the Payment of Gratuity Act. The amount towards gratuity accrual forms a part of the above-mentioned compensation.
3. ESIC- In the event you are eligible, you will be covered under the Employees' State Insurance Act wherein, the Company will contribute towards ESIC at the statutory rate. Your contribution and the Company's contribution form a part of the above-mentioned compensation.

NOTE:

- a.) All statutory payments are demonstrated based on current applicable practice and law and may be subject to changes based on changes in law from time to time. Further, any changes/modification to statutory payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However, Company shall endeavor to inform you, via separate communication, about any changes/modification to statutory payment.

E.) As an employee of the Company, you shall be entitled to the following benefits subject to any change made by the Company from time to time:

1. Group Medical Insurance- In accordance with the Company's policy, you and your immediate family (as defined in the Company's policy) shall be covered under the Medical Insurance policy held by the Company. Additionally, if you are required to travel abroad, you may be covered under the Company's Overseas Medical Insurance Policy.
2. Group Personal Accident Insurance- You shall be covered under the Personal Accident Insurance Policy held by the Company.
3. Group Term Life Insurance- You shall also be covered under the Group Term Life Insurance Policy held by the Company.
4. Transport Facility- Bus transport facility may be available, by paying nominal charges as per Company's policy, on various routes at different Company locations. If you opt for the facility, the applicable charges will be deducted from your salary in the monthly payroll.
5. Annual Leave/Public Holidays- You will be eligible for annual leaves and public holidays as determined by the Company's Leave Policy which is subject to change from time to time.

If you become indebted to the Company for any reason, the Company may, if it so elects, set off any sum due to the Company from you against the compensation payable to you and collect any remaining balance from you.



F.) Probationary Period:

1. You will be on probation for a period of six months from your date of joining the Company and continuity of your employment with the Company is dependent on confirmation of your employment. The Company reserves the right to revise the probation period depending on your performance and/or other consideration.
2. At any time during your probation period the Company may confirm your employment by way of a written communication, if your performance is found to be satisfactory. Your probation shall be deemed extended, for a period not exceeding 30 days, in a situation where you do not receive the aforesaid written communication from the Company.

G.) Performance Review: You will be eligible to participate in Company's performance review process as per Company policy.

H.) Conditions of hire:

1. Your employment with the Company will be subject to the following pre-conditions:
 - a. You will submit relevant documents as mandated by the Company;
 - b. You obtain requisite certification or complete mandated assessments which are basis for offering you employment opportunity with the Company;
 - c. You obtain a clear discharge and/or relieving letter from your most recent employer (prior to joining the Company). Nevertheless you must submit a clear discharge and/or relieving letter within fifteen (15) days of joining the Company;
 - d. You represent that acceptance of employment with the Company does not breach any terms/provisions of your previous employment agreement or any other agreement to which you are bound.
 - e. You acknowledge that the Company has offered you employment based on the fact that there are no pending claims, actions, suits or proceedings against you which might reasonably be expected to have an adverse effect on your ability to perform your duties hereunder and/or upon the Company.
 - f. You provide two satisfactory references, one being from your most recent employer (prior to joining Capgemini);
 - g. Your background verification check (including address, academics, employment, criminal etc as applicable) conducted by the Company is cleared; and
 - h. You represent that you have not been involved in any fraud, unethical and/or immoral acts, departmental inquiry in your previous employment(s) and/or been part of any pending investigation (whether judicial, quasi-judicial or otherwise) which you have not disclosed from the Company prior to your joining.
 - i. Your employment shall be subjected to the below-mentioned additional terms and conditions.
 - a. You should clear the final degree examination and submit your degree marks sheet and/or certificate, as a proof of



a.You should clear the final degree examination and submit your degree marks sheet and/or certificate, as a proof of passing. In the event you fail to clear the final examination in the first attempt or fail to submit the proof of the same by 30-December-2020, our Offer shall stand automatically revoked or otherwise your employment with the Company shall cease immediately without any further obligation or liability upon the Company.

b.You will be required to clear the mandatory Entry Level Certification Training Test of the Company in the first attempt. The details of the mandatory certification and the test will be communicated to you upon your joining the Company. If you do not successfully clear such test, your employment with the Company shall cease immediately without any further obligation or liability upon the Company.

c.As a condition of your employment with the Company, you will be required to undergo certain specialized training, certification and/or skill up gradation, at the cost, resource and expense of the Company. In consideration thereof, you shall be required to sign a training agreement or service agreement with the Company, and inter alia provide a commitment to work for the Company for 24 months, failing which there would be certain monetary liabilities that you would need to bear. Prior to acceptance of our Offer, you may request HR Department for more details in this respect including draft of such an agreement, for your review.
You fill the complete Back ground verification link given along with the welcome mail of the offer.

j. You have achieved minimum 60% aggregate in all semesters of your graduation.

k. You submit the following mandatory documents before the date of joining..

1. Highest Degree/Provisional Certificate and Final year Mark sheet.

2.In case you do not have the Education documents on the Day of joining, you should submit the same to the HR not later than 3 months from Date of Joining.

l. You will join our Fresher training and for successful completion of training you will be evaluated upon defined parameters and will be required to score a minimum percentage. Details pertaining to fresher training will be provided to you separately at the time of on-boarding.

2. Your employment is inter alia based on the information furnished by you to the Company including declarations and undertakings thereto. If at any time during your employment with the Company, the Company discovers that you have furnished any false, fake, forged information (including documentation) for securing employment with the Company or otherwise, the Company reserves the right to take disciplinary action against you, including, but not limited to, right to terminate your employment without notice and your employment with the Company will be void ab-initio.

I.) Your employment with the Company will also be governed by the terms and conditions of employment contained in **Exhibit 1** attached hereto.

J.) The Company's address for sending notice in relation to your employment is as below:

Kind Attn: Head - Human Resources

Address: Capgemini Technology Services India Limited,
Capgemini Knowledge Park, IT 3 IT 4, SEZ, Thane-Belapur Rd, TTC Industrial Area, Airoli, Navi
Mumbai, Maharashtra 400708

Email: hremployeeservices.in@capgemini.com



You are required to treat this letter and its contents as strictly confidential and should not disclose the same to any person or entity (except to your advisors, attorneys and accountants, for seeking their advice) without our prior written consent.

At Capgemini, one of our goals is to afford all our people the opportunity to pursue their careers, to achieve their personal best, and to balance their personal and professional goals. Capgemini values your abilities and believes it can provide you with an atmosphere in which you can develop your professional talents to the fullest.

As a token of your acceptance of our offer of employment with the Company, please sign in the space provided below and return a duplication version of this letter immediately to us within fifteen (15) days from the date of this letter. Our offer shall automatically lapse unless (i) you confirm your acceptance of it and return a copy to us within the prescribed time and (ii) you join us on or before your date of joining stated in this Employment Offer Letter.

For Capgemini Technology Services India Limited



Anilkumar Singh
Head - Talent Acquisition & Resourcing

Acceptance

I have read and understood the contents of this Employment Offer Letter and Exhibits hereto (hereinafter 'Letter ') and accept all the terms and conditions of this Letter in its totality. I confirm that there are no other oral/written understandings other than as detailed herein between me and Capgemini Technology Services India Limited.

This Letter supersedes all previous agreements (written or oral) between the parties in relation to the subject-matter. I confirm that I am not breaching any terms or provisions of any prior agreement or arrangement by accepting this offer.

Name: Aditi Dipak Tare

Date: 10/28/2020



EXHIBIT 1

Terms & Conditions of Employment with Capgemini Technology Services India Limited

1. CURRENT WORK LOCATION:

1.1 Capgemini Technology Services India Limited ("**Capgemini**" or "**Company**") may require you to work at other Company locations and/or on customers' sites both, within or outside India. The Company shall seek to give you reasonable notice of extensive travel requirements, and to take into account your personal circumstances where appropriate.

1.2 Depending upon exigencies of business you may be transferred/deputed, at Company's sole discretion, within India or outside by the Company in any capacity as the Company may desire from time to time, from:

- a) one location to another; or
- b) one team/department/account/function/Business Unit to another; or
- c) one project/job to another; or
- d) the Company to any other group entity or affiliate or any other business associate as the Company may deem appropriate from time to time.

1.3 Such transfer/deputation/assignment/relocation shall not entitle you to ask for revision in your salary or any terms or conditions of your service. The Company does not guarantee the continuation of any benefits or perquisite at the new location. In all such cases of transfer/deputation/assignment/relocation you will be governed by the relocation policies and policies of the Company existing at that time. Consequent to such transfer/deputation/assignment/relocation, you will be governed by the terms and conditions of service as applicable to your category of employees in the new location (which includes but is not limited to office days/hours and holidays).

2. DUTIES AND RESPONSIBILITIES:

2.1 You shall devote your skill, knowledge and working time to the conscientious performance of your duties and responsibilities towards the Company. You shall perform your duties with diligence, devotion and discretion. You shall comply with all directions given to you by your reporting manager/supervisor and shall faithfully observe all the rules, regulations and Company policies. Further, the Company may, at any time, in its sole discretion, suitably modify your roles, responsibilities and duties.

3. COMPENSATION:



3.1 Your all-inclusive annual target compensation and corresponding details are provided in the Employment offer letter.

4. TRAINING:

4.1 During the term of your employment, the Company may offer you an opportunity to undergo certain specialized training, certification and/or skill upgradation from time to time, which shall inter alia enhance your career opportunities at the Company and otherwise. In case you accept the Company's offer for training, the Company is likely to incur expenses including in relation to training costs, course fees, recruitment and induction costs, salary and benefits during training period, opportunity loss, etc. Depending on the nature of training/certification and corresponding cost and expenses, the Company may require you to execute training agreement with the Company for a specific period (which will be indicated to you at that time) in consideration of the cost the Company would be incurring for such training/certification. Under such training agreement, you shall agree to inter alia serve a minimum term of employment with the Company, failing which you will be required to reimburse the Company for the cost of training/certification identified in the training agreement and any other costs related to the training/certification.

5. COVENANTS AND REPRESENTATIONS:

5.1 You also agree that during the term of your employment with the Company and for twelve (12) months after the cessation of employment, regardless of the reason of cessation of employment, you will not:

- a.) directly or indirectly, on your own behalf or on behalf of or in conjunction with any person or legal entity, recruit, hire, solicit, or induce, or attempt to recruit, hire, solicit, or induce, any employee of the Company with whom you had dealings, personal contact or supervised while performing your duties or otherwise, to terminate their employment relationship with the Company;
- b.) directly or indirectly, solicit or attempt to solicit business, customers or suppliers of the Company or of its affiliates;
- c.) directly or indirectly, solicit or attempt to solicit or undertake employment with any client of the Company or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company; and
- d.) provide or attempt to provide professional services similar to those provided by the Company to its current or prospective customers, with whom you (i) had business interactions or any other dealings on behalf of the Company during your employment with the Company and/or (ii) had been directly associated with the customer in relation to a project.

5.2 You and the Company acknowledge and agree that the duration and scope of the Covenants contained herein are fair and reasonable. Accordingly, you and the Company agree that, in the event that any of the covenants contained herein are nevertheless determined by a judicial or quasi judicial body to be unenforceable because of the duration or scope thereof, the judicial or quasi judicial body making such determination may reduce such duration and/or scope to the extent necessary to enable such judicial or quasi judicial body to determine that such covenant is reasonable and enforceable, and to enforce such covenant as so amended

5.3 You will also be governed by all applicable rules, processes, procedures, and policies (including but not limited to Information Security Management System (ISMS) policies and procedures, Code of Business Ethics of the Company, which are not specifically mentioned in this Letter. The applicable rules/processes/procedures/policies are available on the Company's Intranet and you are expected to go through the same carefully. For any clarification in relation to applicable rules/processes/procedures/policies, please get in touch with concerned department. If at anytime during your employment with the Company, you are found in violation of any applicable rules, processes, procedures, or policies of the Company, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.



5.4 Capgemini prides itself as a company with the highest order of ethical conduct in its dealings with employees, customers, service provider, agents, governments or any other third party. It is important that you fully understand this philosophy and the relevant policies. If at anytime during your employment with the Company, you are found to be in violation of such policy and/or generally accepted ethical/moral standards, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

5.5 You declare that you are medically fit to carry out the duties expected of you by the Company. You represent that you have no communicable disease and you are not addicted to drugs or any other substance of abuse. During the term of your employment with the Company, you are required to be medically fit to perform the duties assigned to you from time to time. As to whether you are medically fit, is an issue which will be professionally determined by the Company and you shall be bound by such determination. The Company may require you to undergo periodical medical examination as and when intimated to you by the Company.

5.6 You represent that you are not in breach of any contract with any third party or restricted in any way in your ability to undertake or perform your duties towards the Company. You covenant that you will be fully responsible for any personal liabilities that may arise as the result of an agreement or arrangement between you and any third party and that the Company will in no way be concerned with such liabilities.

5.7 You will at all times maintain your ability to be employable and in the event of any change in your personal circumstances resulting in possible alteration to the employability status, you will keep the Company informed in writing about such change.

5.8 During your employment with the Company, to meet the exigencies of business, the Company may require you to (i) work on any project that you are assigned to, on any technical platforms/skills and nature of the project or (ii) work night hours or (iii) work in shifts (including night shifts).

5.9 Regardless of any secondment to any of the Company's affiliated entity/business associate/joint venture or where you may be required to work overseas for any such entity for an extensive period, you shall at all times remain an employee of the Company exclusively and shall not be entitled to any such foreign salary or benefits (including medical insurance, green card sponsorship, etc.) payable or applicable to employees of such other Capgemini entities other than the salary and benefits specified in the Employment Letter and/or the salary and benefits that may be determined by Capgemini and communicated to you in writing.

5.10 Unless specifically authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company. You shall also not enter into any commitments or dealings on behalf of the Company for which you have no express authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company.

5.11 During the period of employment, you agree not to draw, accept or endorse any cheque or bill on behalf of the Company or, in any way, pledge the Company's credit except so far as you may have been authorized by the Company to do so, either generally or in any particular case.

5.12 During the term of your employment, you shall not communicate with the media or with journalists in relation to the Company or its affairs, without obtaining a specific prior written permission from the Company.

5.13 You acknowledge and provide your consent vide Consent Letter for use of personal information including Sensitive Personal Data or Information ("SPDI") to the Company (a) to share your sensitive personal data or information about you and/or your dependents (wherever applicable) provided to the Company with third parties for purposes deemed appropriate by the Company from time to time; (b) to share information about you with affiliates of the Company for administrative purposes/audit and with clients/prospects in relation to any staff augmentation requirements; (c) to treat any personal data to which you have access in the course of your employment strictly in accordance with Company policies and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you. You further acknowledge and consent for use of your personal images and voices in marketing material, videos, etc; and confirm that you have read and understood the Company's Privacy Policy in relation to the collection, processing, use,



storage and transfer of SPDI and you agree to the terms thereof.

5.14 You agree to comply with all laws, ordinances, regulations applicable in relation to your employment with the Company including but not limited to the anti-corruption laws, anti bribery laws such as Prevention of Corruption Act, 1988 of India, the Foreign Corrupt Practices Act, 1977 of the United States and the Bribery Act 2010 of the United Kingdom and/or data privacy laws. Without limiting the generality of the foregoing, you represent and covenant that you have not, and shall not, at any time, during your employment with the Company, pay, give, or offer or promise to pay or give, any money or any other thing of value, directly or indirectly, to, or for the benefit of: (i) any public servant, government official, political party or candidate for political office; or (ii) any other person, firm, corporation or other entity, with knowledge that some, or all of that money, or other thing of value will be paid, given, offered or promised to a public servant, government official, political party or candidate for political office, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with the Company's business.

5.15 You hereby represent to the Company that:

- a.) you are legally permitted to reside and be employed in India;
- b.) you have reviewed these terms and conditions and that you understand the terms, purposes and effects of the same;
- c.) you have accepted these terms and conditions only after having had the opportunity to seek clarifications;
- d.) you have not been subjected to duress or undue influence of any kind to accept these terms and conditions and these terms and conditions will not impose an undue hardship upon you;
- e.) you have accepted these terms and conditions of your own free will and without relying upon any statements made by the Company or any of its representatives, agents or employees; and
- f.) you have all requisite power and authority, and do not require the consent of any third party to accept our offer.

6. CONFIDENTIALITY:

6.1 This is a highly Confidential and Private document. You are required to maintain, at all times, the confidentiality and ensure that the contents or details of this Letter are not shared with anyone.

6.2 You are aware that in the course of your employment with the Company, you shall have access to Confidential Information. "Confidential Information" shall mean and include, but not limited to, proprietary, confidential, sensitive, personal information about inventions, products, designs, methods, know-how, techniques, trade secrets, systems, processes, strategies, software programs, content, data, techniques, plans, designs, programs, customer information, works of authorship, intellectual property rights, customer lists, employee lists and any other personally identifiable information about any employee of the Company or its affiliate or personally identifiable information of its customers or clients of its customers, user lists, vendor lists, content provider lists, supplier lists, pricing information, projects, budgets, plans, projections, forecasts, financial information and proposals, intellectual property, terms of this Letter and any other information which due to the nature or character of such information, any prudent person might reasonably under similar circumstances treat such as confidential or would expect the Company to regard such information as Confidential, all regardless as to whether such information is in written form or electronic form or disclosed orally before or after the date hereof.



6.3 You agree that you may receive in strict confidence all Confidential Information of the Company, its affiliates or its clients or prospective clients of the Company or its affiliates. You further agree to maintain and to assist the Company in maintaining the confidentiality of all such Confidential Information, and to prevent it from any unauthorized use.

6.4 You agree and confirm that, you will, at all times:

- a) maintain in confidence all such Confidential Information and will not use such Confidential Information other than as necessary to carry out the purpose for which it was shared with you;
- b) not disclose, divulge, display, publish, or disseminate any such Confidential Information to any person except with the Company's prior written consent;
- c) treat all such Confidential Information with the same degree of care that you accord to your own confidential information, but in no case less than reasonable care;
- d) prevent the unauthorized use, dissemination or publication of such Confidential Information;
- e) not copy or reproduce any such Confidential Information except as is reasonably necessary for the purpose for which it was shared with you;
- f) not share such Confidential Information with any third party (specifically those person who are in the same field of activities as that of the Company or are in direct or indirect competition to the Company);
- g) not use such Confidential Information in any way so as to procure any commercial advantage for yourself or for any third party or in a manner that is directly or indirectly detrimental to the Company;
- h) neither obtain nor claim any ownership interest in any knowledge or information obtained from such Confidential Information; and
- i) not use or attempt to use any such Confidential Information in any manner that may harm or cause loss or may be reasonably expected to harm or cause loss, whether directly or indirectly, to the Company, its affiliates or its customers.

6.5 All such Confidential Information shall remain the sole and exclusive property of the Company, and no license, interest or rights (including, without limitation, any intellectual property rights) to such Confidential Information, or any copy, portion or embodiment thereof, is granted or implied to be granted. Nothing in this Letter shall limit in any way the Company's right to develop, use, license, create derivative works of, or otherwise exploit its own Confidential Information.

6.6 You shall be under no obligation of maintaining confidentiality of such Confidential Information as per provisions of this clause if the information:

- a) was in your possession before receiving the same from the Company pursuant to this Letter;
- b) is or becomes a matter of public knowledge through no fault of yours; or



- c) is rightfully received by you from a third party without a duty of confidentiality.

6.7 If you are served with a court or governmental order requiring disclosure of any part of such Confidential Information, you shall, unless prohibited by law, promptly notify the Company before any disclosure and cooperate fully (reasonable expense to be borne by the Company) with Company and its legal counsel in opposing, seeking a protective order or limit, or appealing any such subpoena, legal process, request or order to the extent deemed appropriate by the Company.

6.8 Upon cessation of your employment with the Company or on a written request of the Company, whichever is earlier, you shall return or destroy (at the Company's option) any part of such Confidential Information that consists of original, and copies of, source material provided to you and still in your possession and, if requested by the Company, shall provide written confirmation to the Company to that effect.

6.9 You shall not, whether during your employment and/or after cessation of your employment, for whatever reason, use, disclose, divulge, publish or distribute to any person or entity, otherwise than as necessary for the proper performance of your duties and responsibilities under this Letter, or as required by law, any confidential information, messages, data or trade secrets acquired by you in the course of your employment with the Company.

6.10 If you are found to be in breach of this clause, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

6.11 You shall maintain the confidentiality of all price sensitive information and shall handle all such information on a strict 'need to know' basis i.e. disclose only to those within the Company who need the information to discharge their duty. You shall not pass on such information to any person directly or indirectly by way of making a recommendation for the purchase or sale of securities. Further, during your employment, you shall be subject to applicable trading restrictions e.g. when the trading window is closed, you shall not trade in the Company or any of its affiliates' securities during such period.

7. INTELLECTUAL PROPERTY:

7.1 "Intellectual Property Rights" shall mean all industrial and intellectual property rights (including both economic and moral rights), including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, databases, algorithms, manuscripts, computer programs and other software, know-how, trade secrets, proprietary processes and formulae, inventions, trade dress, logos, design and all documentation and media constituting, describing or relating to the above.

7.2 You represent that all services performed by you for the Company shall be your original work and shall not incorporate any third party materials or work in which you or any third party asserts an ownership interest or Intellectual Property Right. Provided that in the event the Company is held liable or is faced with a claim for your violation of any Intellectual Property Rights belonging to a third party, you undertake to indemnify the Company (and/or any of its affiliates, as the case may be) against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court fees resulting there from.

7.3 If at any time during your employment with the Company, you (either alone or with others) whether or not during normal business hours or arising in the scope of your duties of employment make, conceive, create, discover, invent or reduce to practice any invention, modification, discovery, design, development, improvement, process, software program, work of authorship, documentation, formula, data, technique, know-how, trade secret or any Intellectual Property Right whatsoever (including all work in progress) or any interest therein (whether or not patentable or registrable under copyright, trademark or similar statutes or subject to analogous protection) (collectively '**Developments**') that:

- a) relates to the business of the Company (or its affiliate), or to its customers or suppliers, or to any of the products or services being developed, manufactured, sold or provided by the Company (or any of its affiliate) or which may be used in relation therewith;



- b) results from tasks assigned to you by the Company; or
- c) results from the use of premises or personal property (whether tangible or intangible) loaned, eased or contracted for by the Company or its affiliate,

such Developments (including all work in progress) and the benefits thereof shall immediately become the sole and absolute property of the Company, as works made for hire or otherwise, and you shall immediately disclose to the Company, without cost or delay and without communicating to others the same, each such Development and all available information relating thereto (with all necessary plans and models).

7.4 You hereby irrevocably, absolutely and perpetually assign any and all rights (including any Intellectual Property Rights) you may have or acquire in the Developments and all benefits and/or rights resulting there from to the Company and its assigns without additional compensation on worldwide basis. You acknowledge that the salary and other payments receivable by you from the Company is adequate compensation for such assignment. You hereby waive and quitclaim to the Company any and all claims of any nature whatsoever that you may now have or may hereafter have in and to the Developments (including all work in progress).

7.5 All such assignment of rights shall be perpetual irrevocable, universal and shall not lapse, even if the Company fails at any time to commercially exploit any such Developments. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, any assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to you, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. You hereby agree to waive any right to and refrain from raising any objection or claims to the Copyright Board with respect to any assignment, pursuant to Section 19A of the Copyright Act, 1957. You further agree to assist and cooperate with the Company in perfecting the Company's rights in any of the Developments.

7.6 Any assignment of copyright hereunder (and any ownership of a copyright as a work made for hire) includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as 'moral rights' (collectively '**Moral Rights**'). If, you are deemed under applicable law to retain any rights in any Developments, including without limitation any Moral Rights, you hereby waive, and agree to waive, all such rights. To the extent that such waivers are deemed unenforceable under applicable law, you grant, and agree to grant, to the Company or its assigns the exclusive, perpetual, irrevocable, universal and royalty-free license to use, modify and market the Development, without identifying you or seeking your consent.

7.7 If you are not employed with the Company at the time when the Company requests your assistance in connection with the foregoing, the Company will pay you for your reasonable time expended in complying with the above terms at an hourly rate equal to the effective hourly rate at which you were paid the Company immediately prior to your termination as an employee.

7.8 Should the Company be unable to secure the signature on any document necessary to apply for, prosecute, obtain, protect or enforce any Intellectual Property Rights, due to any cause, you hereby irrevocably designate and appoint the Company and each of its duly authorized officers and agents as your agent and attorneys to do all lawfully permitted acts to further the prosecution, issuance, and enforcement of the Intellectual Property Rights or protection in respect of the Developments, with the same force and effect as if executed and delivered by you.

7.9 Notwithstanding the foregoing, you will also be bound by Capgemini's policy with respect to Intellectual Property.

8. CONFLICT OF INTEREST:

8.1 During your employment, you will not, directly or indirectly, whether alone or as a partner joint venture, officer, director, employee, consultant, agent, independent contractor or stockholder of any company, business or other commercial enterprise: (i) engage in any business activity similar in nature to any business conducted or planned by the Company, or (ii) compete in any way with products or



services being developed, marketed, distributed or otherwise provided by the Company.

8.2 You shall not undertake, whether directly or indirectly any full time or part time employment or operate or manage business of any kind whatsoever, so long as you are in employment with the Company.

8.3 During your employment if you become aware of any potential or actual conflict between your interests and those of the Company, then you shall immediately inform the Company about such conflict. Where the Company is of the opinion that such a conflict does or could exist, it may direct you to take appropriate action(s) to resolve such a conflict, and you shall comply with such instructions.

8.4 During the course of your employment, you shall not, either directly or indirectly, receive or accept for your own benefit or the benefit of any person or entity other than the Company any gratuity, emolument, or payment of any kind from any person having or intending to have any business with the Company.

8.5 To perform your duties towards the Company, you will have access to email, internet, Company assets (desktop, laptop, mobile phones etc.) and other Company infrastructure. You shall ensure that at all times your use of such facilities meets the ethical and social standards of the workplace. Further, your use of such facilities must not interfere with your duties and must not be illegal or contrary to the interests of the Company.

9. RETIREMENT/TERMINATION:

a.) Retirement

- (i) You will automatically retire from employment with the Company on the last day of the month in which you complete sixty (60) years of age. It is hereby clarified that the Company reserves it right to change the retirement age.

b.) Notice Period/Termination

- (i) During the probation period, your employment with the Company may be terminated (i) by you, upon giving the Company three months' written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you two months' written notice or payment of gross salary in lieu thereof.

Upon confirmation, your employment with the Company may be terminated (i) by you, upon giving the Company three months' written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you three months' written notice or payment of gross salary in lieu thereof.

- (ii) Notwithstanding anything to the contrary, the Company reserves the right to relieve you from services of the Company only upon your satisfactory handover of all the duties and responsibilities assigned to you (including but not limited to any knowledge transfer and serving the notice period conditions).
- (iii) Notwithstanding the aforesaid or anything else to the contrary, the Company may suspend, dismiss, discharge or terminate your employment with immediate effect by a notice in writing (without salary in lieu of notice), in the event of (i) fraudulent, dishonest or undisciplined conduct by you, (ii) you committing a breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to the Company's asset/property, (iii) your insubordination or failure to comply with the directions given to you by persons so authorized, (iv) your insolvency or conviction for any offence involving moral turpitude, (v) your breach of any terms or conditions of this Letter or the Company's policies or other documents or directions of the Company, (vi) you going on or abetting a strike in contravention of any law for the time being in force, (vii) you conducting yourself in a manner which is regarded by the Company as prejudicial to its own interests or to the interests of its clients or (viii) misconduct by you as provided under the labour laws and/or in the Company policies.
- (iv) In the event of willful neglect or breach of any of the terms hereof or refusal on your part to carry out the lawful instructions of any authorized officer of the Company or being guilty of misconduct, the Company may terminate your employment forthwith



without notice and with no obligation to pay you any compensation.

- (v) In case you absent yourself from duty continuously, without prior authorization, for ten (10) consecutive calendar days or more you shall be deemed to have left and relinquished the service on your own accord and such relinquishment of service shall be deemed as a repudiation of your employment. In such circumstances, the Company will have the discretion of (a) adjusting salary against the notice period of such abandonment and recover any outstanding dues towards payable to the Company; and (b) presume that you have voluntarily abandoned the services of the Company and strike off your name from the Company's payroll.

c.) Effects of Cessation of Employment

- (i) Upon cessation of your employment with the Company (whether by virtue of termination/resignation/retirement), you will immediately return to the Company all of the Company's Confidential Information, tools, assets, accessories, formulae, documents, specifications, books etc. in your custody, care of charge and obtain clearance certificate from the relevant person/office/department, on production of which alone your dues, if any, will be settled by the Company, failing which the Company reserves the right to adjust the dues against any amounts payable to you or separately claim the same from you or use available legal remedies to recover the assets or any other amount due to the Company.
- (ii) If any Letter of Authority or Power of Attorney is issued to you, you will undertake to return it on demand or immediately upon cessation of your employment with the Company.
- (iii) Upon cessation of your employment with the Company, the Company may require you to sign appropriate release terms without any additional compensation.

10. LIMITATION OF LIABILITY AND INDEMNITY:

10.1 Neither party shall be liable to the other party for any indirect, incidental, contingent, consequential, punitive, exemplary, special or similar damages, including but not limited to, loss of profits or loss of data, whether incurred as a result of negligence or otherwise, irrespective of whether either party has been advised of the possibility of the incurrence by the other Party of any such damages.

10.2 The Company's liability arising out of or in connection with this Letter, whether based in contract, tort (including negligence and strict liability) or otherwise, shall not exceed the amount paid by the Company to you for a period of three (3) months preceding the cause of action.

10.3 Notwithstanding anything to the contrary contained herein, you shall indemnify and keep indemnified the Company, its directors, officers and employees from and against all claims, demands, actions, suits and proceedings (including any losses, damages, costs, charges and expenses), whatsoever that may be brought or made against the Company by any third party as a result of any act or omission, non-performance or non-observance by you of any of the terms and conditions of this Letter and/or arising from your failure to comply to any statute or enactment/s (including but not limited anti-bribery laws and data protection laws).

11. MISCELLANEOUS:

11.1 Notice: All notices to you in relation to your employment shall be in writing and in English language and shall be served either by hand delivery or by sending the same by registered post or by email (as per Company records) or by courier or by speed post addressed to the address mentioned hereinabove. It will be your responsibility to inform the Company of any change in your address and contact details including telephone numbers, personal email addresses etc.

All notices to the Company in relation to your employment shall be in writing and in English language and shall be served either by hand delivery or by sending the same by registered post or by courier or by speed post addressed to the Company's office address referred in the Employment Letter or by email with a physical copy by any of the abovementioned ways.

11.2 Severability: The parties acknowledge and agree that if any of the provision of this Letter is deemed invalid, void, illegal, and



unenforceable that provision stands severed from this Letter and the remaining provisions of this Letter shall remain valid and enforceable.

11.3 Publicity: You shall not use the name and/or trademark/logo of Capgemini, its group companies, subsidiaries or associates before media (irrespective of the form whether print, audio visual, electronic etc.) in any other manner which is detrimental to the interest, image and goodwill of the Company and its affiliates without prior written consent of the Company. In the event you intend to share/disclose article which includes any information about the Company or its affiliates/customers for possible publication or dissemination outside the Capgemini group, you agree to inform the Company and obtain its prior written consent on the article you wish to disclose. Further, you agree to make such modifications/deletions/revisions to the article as are requested by the Company to protect its property/interest/reputation.

11.4 Non-Disparagement: During the term of your employment with the Company and at all times thereafter, you will not make any false, defamatory or disparaging statements about the Company, or the employees, officers or directors of the Company that are reasonably likely to cause damage to any such entity or person.

11.5 Waiver: No delay or failure of any party in exercising or enforcing any of its rights or remedies whatsoever shall operate as a waiver of those rights or remedies or so as to preclude or impair the exercise or enforcement of those rights or remedies. No single or partial exercise or enforcement of any right or remedy by any party shall preclude or impair any other or further exercise or enforcement of that right or remedy by that Party. Save as expressly provided in this Letter neither party shall be deemed to have waived any of its rights or remedies whatsoever unless the waiver is made in writing, signed by a duly authorized representative of that party and may be given subject to any conditions thought fit by the grantor. Unless otherwise expressly stated any waiver shall be effective only in the instance and for the purpose for which it is given.

11.6 Integration: This Letter alongwith its Exhibit constitutes the entire understanding between the parties and supersedes all previous agreements (written or oral) between the Parties in relation to its subject-matter.

11.7 Survival: Clauses 5.1, 5.13, 6, 7, 9(c), 10, 11.1, 11.7, 11.8 and 11.9 and any other clause which by its nature is expected to survive shall all survive the expiry/termination (for whatever reason) of the Letter and shall continue to apply.

11.8 Dispute Resolution/Governing Law: The Parties to this Agreement shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. All disputes, differences and/or claims arising out of these presents or as to the construction, meaning or effect hereof or as to the rights and liabilities of the Parties hereunder and which cannot be settled by mutual conciliation shall be referred to Arbitration to be held in Mumbai in English Language in accordance with the Arbitration and Conciliation Act 1996, or any statutory amendments thereof and shall be referred to a sole Arbitrator to be appointed by Capgemini. The award of the Arbitrator shall be final and binding on Parties.

This Letter shall be governed and interpreted in accordance to the laws of India and the courts at Mumbai only shall have exclusive jurisdiction.

11.9 Rights to Injunctive Relief: You hereby expressly acknowledges that any breach or threatened breach by you of any of your obligations set forth in this Letter and/or any of the Company policies may result in significant and continuing injury and irreparable harm to Company, the monetary value of which would be impossible to establish. Therefore, you agree that Company shall be entitled to injunctive relief in a court of appropriate jurisdiction with respect to such provisions.



CONSENT LETTER

For use of Personal Information & Sensitive Personal Data or Information

I, _____ residing at _____, do hereby provide my express consent to my employer, Capgemini Technology Services India Limited, having its registered office at No.14, Rajiv Gandhi Infotech Park, Hinjawadi Phase III, MIDC – SEZ, Village Man, Taluka Mulshi, Pune – 411057, Maharashtra (hereinafter referred to as the "Company", which expression shall unless repugnant to the context or meaning thereof mean and include its successors, nominees, assigns and administrators) as follows:

1. That I acknowledge and provide my consent to the Company to collect, store, process, transfer and share my personal information and sensitive personal data or information and information of my dependents wherever applicable, (including sensitive personal information like bank accounts, PAN, blood group, biometric information, medical record, email addresses etc.) for purposes deemed appropriate by the Company from time to time, including but not limited to:

- a) background verification agencies for the purpose of verifying the information submitted by me basis which I have been made an offer of employment,
- b) payroll processing agencies for processing my payroll (including reimbursement claims),
- c) law enforcement agencies,
- d) to comply with a judicial/quasi judicial order,
- e) auditor (including internal auditors, statutory auditors or Capgemini's clients or their auditor) for the purpose of audit,
- f) insurance companies for the purpose of group insurance, personal accident insurance etc.
- g) service providers providing services for biometric access to office premises for monitoring attendance.
- h) foreign consulates, embassies etc and service providers (including travel agents) for the purpose of processing of visa, work permits etc.

2. Further, I also acknowledge and provide my consent to the Company to transfer and share (within India and outside of India) such information with:

- a.) affiliates of the Company for administrative purposes and/or audit;
- b.) clients/prospects in relation to any staff augmentation assignments.

3. That I agree and confirm that this consent letter shall be construed in accordance with the laws of India and the courts in Mumbai shall have exclusive jurisdiction to adjudicate upon any dispute that may arise in relation to this Consent Letter.

4. That should any provisions of this consent letter be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this consent letter shall not be affected or impaired thereby.

5. I hereby declare that the execution of this consent letter has been done out of my own free will and consent and without any undue force or coercion in any manner whatsoever.

6. I am aware that I have the right to access and rectify my sensitive personal data or information provided to the Company and corresponding obligation to immediately update my sensitive personal data or information in Company's records in the event of any change.

7. I am aware that Company has adopted security practices and procedure to ensure that the information collected is secure and these are available on the Company's intranet.



This consent letter shall come into force immediately upon its execution by me.

Name:
Signature
Date:



**QAD INDIA PVT. LTD.**

301, 3rd floor, Techniplex – I, Techniplex complex
Off Veer Savarkar flyover, Goregaon (W)
Mumbai – 400 062
Tel: +91 40989999
<http://www.qad.com>
CIN – U72200MH2005PTC154302

July 23, 2020

Aditya Anil Raut
Nirmity Banglows
Karkhanis Lane
Opposite Vasai Gaon Bus Depot Tiwari Wadi
Vasai Gaon, Vaslai
Bassien Vasai Thane
Maharashtra 401201

Internship Letter

Dear Aditya,

With reference to your application and the subsequent interviews & discussions we have had, we are pleased to have your services as an **Intern** on a monthly stipend basis. The internship is in the **Service Delivery Technical Team** at QAD India Private Limited. The offer will stand withdrawn and invalid subject to your non-clearance of the final year examination (Full time Graduation/Post-Graduation).

The contract will be for a period of 6 months, commencing from **February 01, 2021** upto **July 31, 2021** at the QAD India office in Mumbai. We will review your progress and based on your performance we will consider your placement as a Graduate Trainee at the end of this period. You shall serve QAD India Private Limited faithfully to the best of your ability and shall, throughout the term of your contract devote your full working time and attention to the business and affairs of QAD India Private Limited as applicable to your specific role and shall use your best efforts to maintain and support our business.

The natures of Internship & Responsibilities are as provided below:

The intern will be provided the following trainings:

1. Soft Skills
2. Progress Technical training
3. Learns technical aspects of QAD and Progress products
4. Learns QAD processes and procedures

After the training is completed, the Intern is expected to work on the following

1. Provide 24*7 support to customers (should be ready to work in shifts)
2. Work on assigned technical support incidents related to core products except system down and critical issues for the first 6 months and later on assigned system down and critical issues too under the supervision of a senior resource.
3. Work on assigned Cloud environment management tasks including user administration, printer administration, batch setup, environment refreshes and basic maintenance window tasks.
4. Monitoring of alerts for all customer environments.

1 Monthly Stipend

You will be paid a monthly stipend of Rs 18,300 which would be subject to deduction of professional tax as applicable.

2 Termination Notice

During this period either party may terminate the contract by giving one (2) week's prior written notice or pay money in lieu of notice and the Company reserves the right of payment in lieu of notice.



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3 Normal Working Hours

The working hours are a 9 hour work shift inclusive of a 1 hour period to accommodate all breaks. The normal working hours of QAD India are 9:00 am to 6:00 pm. You will be required to work outside these hours in order to fulfill the obligations of your position. As a part of your role & team requirement, you are required to work in 24/7 shifts, including weekends.

4 Commitment

During the period of your contract with the Company you will devote yourself wholly to the work of the Company and shall not be engaged in or carry on any other work or business.

5 Holidays

You are entitled to official holidays as announced by the Company. Any time off from work may be taken only against prior sanction from your reporting Supervisor and will be deducted from your stipend on a pro rated basis.

6 Confidentiality

6.1. Definition. As used in this Agreement, "Proprietary Information" means any information (including any formula, pattern, compilation, device, method, technique or process) that derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use, and includes information of QAD, its customers, suppliers, joint ventures, distributors and other persons and entities with whom QAD does business. Examples of Proprietary Information may include, without limitation, methods of doing business, pricing structures, clients and potential clients, budgets, financial, sales or services information, forecasts, plans, software, and/or software design, use, documentation, performance, or implementation information.

6.2 You acknowledge that QAD possesses and will continue to develop and acquire valuable Proprietary Information, including information that you may develop or discover as a result of your contract with QAD. You acknowledge that Proprietary Information is the product of a material investment of QAD time, effort, and money and is a valuable asset of QAD. The value of the Proprietary Information depends on it remaining confidential. QAD depends upon you to maintain that confidentiality and you accept that position of trust.

6.3 You shall not disclose, or use, in any manner, directly or indirectly, any Proprietary Information either during the term of this Agreement or at any time thereafter, except as required in the course of assignment with QAD. You agree to cooperate with QAD and to use best effort to prevent the unauthorized disclosure, use or reproduction of all Proprietary Information.

7 Assignment of Proprietary Interest

7.1 To the fullest extent permitted by law, you hereby assign and transfer to QAD on a worldwide basis any and all inventions, discoveries, improvements, or creations (collectively "Creations") which You have conceived, or made, or may conceive or make, during the period of assignment in any way reasonably connected with QAD's business except as provided in paragraph 8 below. Such Creations shall be the sole and exclusive property of QAD. You agree that all copyrightable works created by yourself, or under QAD's direction, in connection with QAD's business are "works made for hire" and shall be the sole and complete property of QAD and that any and all intellectual property rights including but not limited to, copyrights to such works shall belong to QAD. To the extent such works are not deemed to be "works made for hire". You hereby assign on a worldwide basis all proprietary rights, including copyright, in these works to QAD without further compensation.



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- 7.2 QAD agrees that You has no obligation to assign any of rights in a Creation to QAD if no equipment, supplies, facility, or Proprietary Information of QAD was used in the development of the Creation, and if the Creation was developed entirely on your own time, and if the Creation does not relate to the current or reasonably anticipated future business of QAD.
- 7.3 Under the obligation set forth in section above , You agree to: (i) disclose promptly to QAD all such Creations which you have made, or may make, solely, jointly, or commonly with others, (ii) assign all such Creations to QAD, and (iii) assist QAD including executing and signing any and all applications, assignments, or other instruments which QAD may deem necessary in order to enable QAD, at its expense, to apply for, prosecute, and obtain copyrights, patents, or other proprietary rights in the United States and foreign countries or in order to transfer to QAD all right, title and interest in said Creations and to protect the same against infringement by others.
- 8 **Ownership and Return of Tangible Items**
All tools, equipment, furniture, documents, computer media, software or other items purchased, leased, or otherwise acquired or created at QAD's expense are and shall remain the exclusive property of QAD and shall be used exclusively for the benefit of QAD. Such material or items shall not be removed from the premises of QAD except as necessary to further QAD's business. Any material or item removed shall be promptly returned to QAD by you upon request of QAD but not later than the expiration or termination of the your assignment with QAD.
- 9 **Solicitation of Customers and Yourself**
During the term of this Agreement you shall not call on, solicit, interfere with or attempt to entice away, either directly or indirectly, any QAD employee, client, supplier, partner, or distributor, either for your own benefit or purposes, or for the benefit or purposes of any other person, partnership, corporation, firm, association, or other business organization, entity or enterprise.
- 10 **Successors and Assigns**
- 10.1 QAD shall have the right to assign this Agreement to any of QAD's subsidiaries, affiliates, or successors including any corporation which may acquire all or substantially all of QAD's stock, assets or business, or with, or into which QAD may be consolidated, merged or reorganized.
- 10.2 The parties hereto agree that your services are personal and that this Agreement is executed with respect thereto. This Agreement shall not be assignable by yourself but shall be binding upon the heirs, administrators, and your executors.
- 11 **Miscellaneous**
- 11.1 **Severability.**
In the event that any of the provisions of this Agreement shall be held to be unenforceable or invalid, in whole or in part, that provision, to the extent enforceable, and all other provisions, shall continue to be valid and enforceable as though the unenforceable or invalid part had not been included in this Agreement.
- 11.2 **Entire Agreement.**
This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof only, and no other representation, warranties, or agreements whatsoever have been made to you not contained herein. This Agreement shall not be modified or amended except by another instrument in writing executed by the parties hereto. This Agreement may be executed in counterpart. This Agreement shall be deemed effective as of the state of your contract with QAD.



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12 Waiver

The failure of QAD to insist upon the strict performance of the covenants and conditions contained herein shall not be deemed a waiver of the right of QAD to insist upon the strict performance of such covenants or conditions at any other time.

13 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of India, and without the aid of any canon, custom, or rule of law requiring construction against the draftsman.

14 Agreement Read, Understood, and Fair

You have carefully read and considered all provisions of this Agreement and agree that all of the restrictions set forth are fair and reasonable and are reasonably required for the protection of the interests of QAD.

This letter supersedes all prior verbal/written agreement and the contract is subject to the outcome of the reference checks. In addition, any false or misleading information given in your resume, application or interview(s) may result in termination of contract without compensation.

It is not the intent of this Agreement to address all issues which may be considered in your assignment. It is to be understood that the Company policies and procedures shall apply for any elements not outlined in the context of this Agreement. However, we would like to emphasize that all of us tend to provide what is needed to get the job done. As an expanding company, QAD India Private Limited offers challenges and a wide variety of professional growth opportunities.

We believe QAD India offers a working environment in which you would enjoy contributing your own talent and experience. We look forward to having an opportunity to work with you.

If you find the foregoing terms consistent with your understanding, please sign two copies of the same and return one copy for my action. Please submit the list of documents (Appendix attached) on joining the company.

We are confident that the professional challenge and work environment will be of great attraction and we hope to have a mutually beneficial relationship. We look forward to having you join us and would appreciate you signing the copy of this letter and returning it to us as a token of your acceptance.

Best Regards,

For QAD India Pvt. Ltd.

DocuSigned by:

Rupali Mahadik

5202C355AC1E4C0...

Rupali Mahadik
Human Resources Manager

July 23, 2020

Date

Accepted By:

Name

Date





QAD INDIA PVT. LTD.

301, 3rd floor, Techniplex – I, Techniplex complex
Off Veer Savarkar flyover, Goregaon (W)
Mumbai – 400 062
Tel: +91 40989999
<http://www.qad.com>
CIN – U72200MH2005PTC154302

Information required to be submitted before joining

Acceptance of offer to be submitted on the date of receipt of offer.

To be submitted at least 2 weeks prior to joining

1. References of a minimum of 2 Senior officials (persons you have worked with in the past or working with presently) with their name, designation, email id and contact numbers.
2. A scanned image of your latest photograph
3. Your hobbies and interests
4. Coloured scanned copies of the following attached in separate folders for each category and send via email -
 - a. All educational & professional certificates
 - b. Experience certificates (If applicable)
 - c. IDs like PAN Card, Passport & Aadhar Card.

List of Documents (in Original) to be carried on the Day of Joining

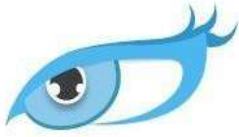
1. One Passport sized photograph.
2. All Educational Mark sheets. (Matriculation onwards).
3. All Educational Certificates. (Matriculation onwards).
4. Professional Qualification Certificates.
5. Relieving letter from present/last employer. (If applicable)
6. Work experience letters of all past employers. (If applicable)
7. Appointment letters given by your current and past employers.
8. Passport
9. Aadhaar Card
10. PAN card.

***All the above mentioned documents should be in Originals for verification purpose and will be returned on the same day. Please do not carry any photocopies.*



Reporting time is 08:45 AM on the date of joining.





NIMAP INFOTECH

Nimap Infotech LLP

Regd. Add :- Flat No. B-204, 2nd Floor, Pawapuri Apt 85/87, Seth Motisha Lane, Love Lane, Mazgaon, Mumbai - 400 010.

Admin Add:- Todi Industrial Estate, A Wing, Gala No. 41, 4th floor, Sunmill Compound, Lower Parel- West, Mumbai - 400013

Offer Letter

Deepak Gupta

Subject : Job offer

We are delighted you have accepted the offer for the position of Associate Software Engineer at our organization Nimap Infotech LLP and please join as soon as possible.

Your STIPEND for the internship will be Rs.2000/- per month. No leaves should be taken except college exams and preparations during internship period.

Your CTC from joining Rs.1,92,000/- for the first year than Rs.3,00,000/- for the second year and Rs. 4,20,000/- for the third year for the commitment of 2 years [upto Rs.1,50,000/- bonus will be paid after the completion of third year] and next appraisal will be September 2023 with effective October 2023.

1. To help you to develop your performance, informal reviews will take place every quarter.
2. Your working hours will be from 09.30 AM – 06.30 PM all days, it may be necessary on occasion to work outside these hours. All Sundays of the month 2 (two) Saturdays per month (1st & 3rd Saturday) are weekly off.
3. This is a permanent position with a minimum of 1 year of service agreement. Agreement will be signed within one week of joining.
4. You will be on probation period of first 6 months. During this period we will assess your progress. Any serious issues – on either side – should be raised as they occur.
5. Your next appraisal will be on September 2022.
6. You will work within the department/team/or at client destination as per the project need.
7. No paid leaves for first 6 months, 1 leave per month (applicable once you are out of probation period) and 8 casual / sick leaves per financial year. 10 bank holidays per annum.
9. You will need to bring all the relevant documents like Address Proof, Photo ID Proof, Previous companies relieving, experience letters if applicable, your offer letter, recent 3 months salary slips or proof.



10. Your salary breakup will be as follows

CTC(Cost To Company) = Total Gross (A) + Retirement Benefits (C)	Monthly	Annual
Basic	14,200	170,400
Total Gross - Cash Component (A)	14,200	170,400
Less Deduction		
Provident Fund(Empolyee's Contribution)	1,800	21,600
Profession Tax	200	2,500
Total Deduction (B)	2,000	24,100
Net Take Home = A-B	12,200	146,300
Provident Fund(Empolyer's Contribution)	1,800	21,600
Retirement Benefits (C)	1,800	21,600
CTC(Cost To Company) = Total Gross (A) + Retirement Benefits (C)	16,000	192,000

We would like you to start work ASAP. Please sign the enclosed copy of this letter OR give us an email confirmation and return it to us to indicate your acceptance of this offer. We are confident you will be able to make a significant contribution to the success of our Company and look forward to working with you. Join ASAP.

Sincerely, Priyank Ranka – CEO, Nimap Infotech LLP



Authorized Signatory





Date: August 22, 2019

Ref: LTI/HR/Campus/2020

Name: Hemangi Malgaonkar

College: VIVA Institute of Technology

OFFER OF EMPLOYMENT

Dear Hemangi Malgaonkar,

Welcome to LTI (hereinafter referred as the "Company"). Congratulations on successfully completing our initial selection process and being selected as **Graduate Engineer Trainee**

During the initial training period of 12 months, your CTC including all benefits will be **Rs.3,50,000/-** as per the details mentioned in '**Annexure-1**'.

You will also be issued a detailed 'Letter of Appointment' at the time of your joining LTI subject to you meeting the eligibility criteria as mentioned in '**Annexure-2**'.

The date of commencement of training and venue for reporting will be intimated to you in advance.

Upon joining and during the training period, you will be continuously appraised and your confirmation is subjected to your performance during this period.

As a part of your transition from campus to corporate world, you may be engaged in various learning and development programs prior to your joining LTI. You are therefore requested to complete the LTI training which will be communicated to you separately. LTI has made significant investments into these learning and development programs for your professional development and therefore would urge you to actively participate in the trainings and complete them with at least the minimum score required. The evaluations of your performance in these trainings will be used to allocate you on various projects and the results would also impact your date of joining. If you do not get the minimum score required, you will be asked to reappear for the training assessments prior to your date of joining.

TERMS AND CONDITIONS

1. Increments and Promotions

Your performance and contribution to LTI will be an important consideration for your salary increments, promotions and your career progressions which is subject to Company's policy and guidelines in force.

2. Overseas Deputation/International Assignment

It would be to your advantage to possess a valid passport and driving license. In case you do not already have one, you are required to apply for the same at your own expense.

Based on the business requirements and your performance, you may be given an International Assignment subjected to the guidelines defined by the Company.

3. Documents

Your offer is subject to you submitting all the mandatory documents at the time of joining, the details of which will be intimated to you prior to your joining LTI. You may also need to submit other such documents as Company deems fit from time to time.



4. Background Verification

As a part of background verification, we need your acknowledgement and authorization to undertake necessary background verification through internal or external agencies. These are including but not limited to your current / previous employment history (if applicable), educational / professional credentials/medical background and other background checks. If any discrepancy is discovered after you have joined the Company or during background verification, you are liable to be terminated, apart from other legal action being initiated against you.

5. Service Agreement

You will be required to execute a service agreement at the time of joining to serve LTI for a minimum period of 2 years, failing which, you (and your surety) jointly or severally will be liable to pay LTI an amount of Rs.2,00,000.

6. Letter Acceptance

If the above stated terms and conditions are acceptable to you, kindly upload an acknowledged scanned soft copy of this 'Offer of Employment' on the **CampBuzz Portal** (<https://campbuzz.ltinfoltech.com>) and register your credentials therein within seven(7) days from the date of this letter. If you do not register your credentials within the above period, the aforesaid offer automatically stands cancelled.

Post registration on the CampBuzz portal, if you do not join on the date intimated to you, the aforesaid offer will be cancelled at the discretion of LTI.

Your employment will be governed by the rules, regulations and policies of the Company in effect.

The terms and conditions mentioned above are subject to changes at any time at sole discretion of the Company and as per business demands without prior notice.

According to the standard practice of our Company, you will treat the above terms of this letter as strictly confidential.

We welcome you to the LTI family and look forward to a long and fruitful association with you.

Yours faithfully,

For Larsen & Toubro Infotech Ltd.



Nikhil Govekar
Sr. Manager - Campus
Recruitment

I have read the letter and accept the same.

Signature and Date



ANNEXURE-1

Name : Hemangi Malgaonkar			Date : August 22, 2019		
Salary Grade : GET(I)					
Components		Rs. p.a.		Rs. p.m.	
Basic				15,000	
Bouquet of Benefits				11,300	
A. Base Salary (PA)		315,602		26,300	
Annual Incentive		0			
B. Total Variable (PA)		0			
C. Total Target Cash (A+B)		315,602			
Provident Fund (PF)		21,600		1,800	
Gratuity		8,664		722	
Mediclaime Premium		4,140			
D. Retirals & Other Benefits		34,398			
Cost to Company (CTC) C+D		350,000			



Medical Insurance Premium

The Group Mediclaim Policy of Company covers Employee, Spouse & upto 2 dependent children (below 25 yrs of age) for maximum amount of Rs. 3,00,000/- p.a.
Employees will not be eligible for any other assistance towards domiciliary treatment other than the medical allowances.

Notes:

- 1.Basic will be reckoned for PF, Gratuity (If applicable) and Leave Encashment as per rules.
- 2.H.R.A. will be deducted for accommodation (if any) provided by the Company.
- 3.You are covered under the ESIC Act and there will be statutory deductions as per the ESI Policy.
- 4.The Company can set off or make appropriate adjustment from Adhoc Allowance towards bonus payable, if any, subsequent to the amendments of payment of Bonus Act.
- 5.The PF amount shown is the Employer's contribution. An equal amount will be deducted as Employee's contribution
- 6.The eligibility for payment of Gratuity is a minimum of five years of service in the Company.
- 7.Any or all of the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time. For all salary components refer to the respective policy documents.

- Following are the components applicable to you under **Bouquet of Benefits (BOB)**.

Components	Limits	Remarks
House Rent Allowance (PM)	10% - 50% of basic	Mandatory
Medical Allowance (PM)	Rs. 1,250/-	Optional
Conveyance Allowance (PM)	Rs. 1,600/-	Optional
Meal Allowance (PM)	Rs. 1,100/- OR Rs. 2,200/-	Optional

- *Balance amount under BoB will be paid as Adhoc Allowance per month and will be fully taxable.
- You are required to declare your options under BoB in the SSC Portal.The guidelines relating to BoB are available under HR Policies.
- Income Tax will be deducted at source wherever applicable as per Income Tax Rules.
- Any or all of the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time.



ANNEXURE-2

Eligibility Criteria for Engineering & MCA Candidates- 2020 Batch		
Qualification	B.E./B.Tech.	MCA
Branches:	All Branches	Computer Application
Age Criteria: As on 1st July of Passing year (2020)	Less than 24 years	Less than 26 years
Academic Gap:	Academic gap allowed <u>only after the completion</u> of the entire course i.e after SSC/after HSC or Diploma/after Graduation. No Year drop allowed.	
Course must complete in:	4 years	3 years
SSC, HSC , Diploma (if applicable) Percentages / CGPA:	60% & Above OR Equivalent CGPA NOTE: • SSC /HSC should have cleared in <u>FIRST ATTEMPT</u> only. • Re-exam (Supplementary or Improvement exams) given soon after the Main exam will NOT be considered. • For Diploma Holders, <u>final semester</u> should have cleared in <u>FIRST ATTEMPT</u> only. • For candidates pursuing HSC and Diploma(both),marks scored in the Diploma course will be taken into consideration.	
Graduation,Post-Graduation Percentages/CGPA:	Aggregate of 60% & Above <u>OR</u> Equivalent CGPA	
	Aggregate of all semesters AND all appeared subjects(irrespective of the University rule)	
	Provisional/Passing Certificate(of all courses) must state First class	
Re-attempts/ATKTs /Backlogs/Arrears: (Diploma, Graduation,Post Graduation)	• No active/live backlogs allowed at the time of the interview process. • Backlogs includes Reattempts/ATKTs/Arrears in all appeared subjects irrespective of the exemption rules implemented by the College/University. • This also includes Internal,External, Oral/Verbal/Practical Re-attempt/ATKTs/Backlogs/Arrears and re-attempts due to Absenteeism. • Re-exam(Supplementary or Additional exams) given soon after the main exam is also considered as Re-attempt/ATKT/Backlog/Arrear. • No Re-attempts/ATKTs/Backlogs/Arrears allowed in the <u>final semester</u> of any course. • Any pending Re-attempts/ATKTs/Backlogs/Arrears in the current course (obtained after the interview process) must be attempted and cleared <u>with the final semester examinations</u>	
Nature of Course:	All Full Time courses Only	
Year of Passing:	2020 SUMMER Pass outs Only	
Citizenship:	Resident Indian Citizens Only	
Your College/Institution MUST be:	UGC / AICTE Approved ONLY	
Pre-Employment Verification:	Not been involved in any court proceedings and/or convicted for any offence	
Pre-Employment Medical Certificate:	Submitting a Medical Certificate of Fitness(in the format prescribed by LTI) at time of joining, which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS	

Self Declaration :

1. I hereby declare that I meet ALL the eligibility criteria exactly as stated above.

2. I am aware that I may be subjected to immediate action by the company at any time during or after the Interview/Selection/Joining if found hiding any information/producing incorrect information or not meeting all the criteria mentioned above.

3. I am flexible to work at any LTI Development Center/ Customer Site/ Partner premise as per business requirement.

4. I am flexible to work in any technology/domain/workshift assigned to me based on the business requirement.

5. I confirm that I have NOT appeared for any LTI interview process anywhere in the past 6 months.

(If found so, LTI may take immediate action and cancel the candidature at ANY stage)

Signature: _____

Name: _____

Mobile No: _____

College Name : _____

Today's Date: _____



Date: August 22, 2019

Ref: LTI/HR/Campus/2020

Name: Manthan Kansara

College: VIVA Institute of Technology

OFFER OF EMPLOYMENT

Dear Manthan Kansara,

Welcome to LTI (hereinafter referred as the "Company"). Congratulations on successfully completing our initial selection process and being selected as **Graduate Engineer Trainee**.

During the initial training period of 12 months, your CTC including all benefits will be **Rs.3,50,000/-** as per the details mentioned in '**Annexure-1**'.

You will also be issued a detailed 'Letter of Appointment' at the time of your joining LTI subject to you meeting the eligibility criteria as mentioned in '**Annexure-2**'.

The date of commencement of training and venue for reporting will be intimated to you in advance.

Upon joining and during the training period, you will be continuously appraised and your confirmation is subjected to your performance during this period.

As a part of your transition from campus to corporate world, you may be engaged in various learning and development programs prior to your joining LTI. You are therefore requested to complete the LTI training which will be communicated to you separately. LTI has made significant investments into these learning and development programs for your professional development and therefore would urge you to actively participate in the trainings and complete them with at least the minimum score required. The evaluations of your performance in these trainings will be used to allocate you on various projects and the results would also impact your date of joining. If you do not get the minimum score required, you will be asked to reappear for the training assessments prior to your date of joining.

TERMS AND CONDITIONS

1. Increments and Promotions

Your performance and contribution to LTI will be an important consideration for your salary increments, promotions and your career progressions which is subject to Company's policy and guidelines in force.

2. Overseas Deputation/International Assignment

It would be to your advantage to possess a valid passport and driving license. In case you do not already have one, you are required to apply for the same at your own expense.

Based on the business requirements and your performance, you may be given an International Assignment subjected to the guidelines defined by the Company.

3. Documents

Your offer is subject to you submitting all the mandatory documents at the time of joining, the details of which will be intimated to you prior to your joining LTI. You may also need to submit other such documents as Company deems fit from time to time.



4. Background Verification

As a part of background verification, we need your acknowledgement and authorization to undertake necessary background verification through internal or external agencies. These are including but not limited to your current / previous employment history (if applicable), educational / professional credentials/medical background and other background checks. If any discrepancy is discovered after you have joined the Company or during background verification, you are liable to be terminated, apart from other legal action being initiated against you.

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You will be required to execute a service agreement at the time of joining to serve LTI for a minimum period of 2 years, failing which, you (and your surety) jointly or severally will be liable to pay LTI an amount of Rs.2,00,000.

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Your employment will be governed by the rules, regulations and policies of the Company in effect.

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According to the standard practice of our Company, you will treat the above terms of this letter as strictly confidential.

We welcome you to the LTI family and look forward to a long and fruitful association with you.

Yours faithfully,

For Larsen & Toubro Infotech Ltd.



Nikhil Govekar
Sr. Manager - Campus
Recruitment

I have read the letter and accept the same.

Signature and Date



ANNEXURE-1

Name : Manthan Kansara			Date : August 22, 2019		
Salary Grade : GET(I)					
Components		Rs. p.a.		Rs. p.m.	
Basic				15,000	
Bouquet of Benefits				11,300	
A. Base Salary (PA)		315,602		26,300	
Annual Incentive		0			
B. Total Variable (PA)		0			
C. Total Target Cash (A+B)		315,602			
Provident Fund (PF)		21,600		1,800	
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D. Retirals & Other Benefits		34,398			
Cost to Company (CTC) C+D		350,000			



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The Group Mediclaim Policy of Company covers Employee, Spouse & upto 2 dependent children (below 25 yrs of age) for maximum amount of Rs. 3,00,000/- p.a.

Employees will not be eligible for any other assistance towards domiciliary treatment other than the medical allowances.

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- 5.The PF amount shown is the Employer's contribution. An equal amount will be deducted as Employee's contribution
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- Following are the components applicable to you under **Bouquet of Benefits (BOB)**.

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Meal Allowance (PM)	Rs. 1,100/- OR Rs. 2,200/-	Optional

*Balance amount under BoB will be paid as Adhoc Allowance per month and will be fully taxable.

-You are required to declare your options under BoB in the SSC Portal.The guidelines relating to BoB are available under HR Policies.

- Income Tax will be deducted at source wherever applicable as per Income Tax Rules.

- Any or all of the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time.



ANNEXURE-2

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Qualification	B.E./B.Tech.	MCA
Branches:	All Branches	Computer Application
Age Criteria: As on 1st July of Passing year (2020)	Less than 24 years	Less than 26 years
Academic Gap:	Academic gap allowed <u>only after the completion</u> of the entire course i.e after SSC/after HSC or Diploma/after Graduation. No Year drop allowed.	
Course must complete in:	4 years	3 years
SSC, HSC , Diploma (if applicable) Percentages / CGPA:	60% & Above OR Equivalent CGPA NOTE: • SSC /HSC should have cleared in <u>FIRST ATTEMPT</u> only. • Re-exam (Supplementary or Improvement exams) given soon after the Main exam will NOT be considered. • For Diploma Holders, <u>final semester</u> should have cleared in <u>FIRST ATTEMPT</u> only. • For candidates pursuing HSC and Diploma(both),marks scored in the Diploma course will be taken into consideration.	
Graduation,Post-Graduation Percentages/CGPA:	Aggregate of 60% & Above <u>OR</u> Equivalent CGPA	
	Aggregate of all semesters AND all appeared subjects(irrespective of the University rule)	
	Provisional/Passing Certificate(of all courses) must state First class	
Re-attempts/ATKTs /Backlogs/Arrears: (Diploma, Graduation,Post Graduation)	<ul style="list-style-type: none"> • No active/live backlogs allowed at the time of the interview process. • Backlogs includes Reattempts/ATKTs/Arrears in all appeared subjects irrespective of the exemption rules implemented by the College/University. • This also includes Internal,External, Oral/Verbal/Practical Re-attempt/ATKTs/Backlogs/Arrears and re-attempts due to Absenteeism. • Re-exam(Supplementary or Additional exams) given soon after the main exam is also considered as Re-attempt/ATKT/Backlog/Arrear. 	
	<ul style="list-style-type: none"> • No Re-attempts/ATKTs/Backlogs/Arrears allowed in the<u>final semester</u> of any course. • Any pending Re-attempts/ATKTs/Backlogs/Arrears in the current course (obtained after the interview process) must be attempted and cleared <u>with the final semester examinations</u> 	
Nature of Course:	All Full Time courses Only	
Year of Passing:	2020 SUMMER Pass outs Only	
Citizenship:	Resident Indian Citizens Only	
Your College/Institution MUST be:	UGC / AICTE Approved ONLY	
Pre-Employment Verification:	Not been involved in any court proceedings and/or convicted for any offence	
Pre-Employment Medical Certificate:	Submitting a Medical Certificate of Fitness(in the format prescribed by LTI) at time of joining, which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS	

Self Declaration :

1. I hereby declare that I meet ALL the eligibility criteria exactly as stated above.

2. I am aware that I may be subjected to immediate action by the company at any time during or after the Interview/Selection/Joining if found hiding any information/producing incorrect information or not meeting all the criteria mentioned above.

3. I am flexible to work at any LTI Development Center/ Customer Site/ Partner premise as per business requirement.

4. I am flexible to work in any technology/domain/workshift assigned to me based on the business requirement.

5. I confirm that I have NOT appeared for any LTI interview process anywhere in the past 6 months.

(If found so, LTI may take immediate action and cancel the candidature at ANY stage)

Signature: _____

Name: _____

Mobile No: _____

College Name : _____

Today's Date: _____





SILVERLINK TECHNOLOGIES PVT. LTD.

LETTER OF INTENT

Date: 20th February, 2020

Dear Meet Raut,

We pleased to offer you the position as a **IT Recruiter - Trainee**. As per the terms and conditions we discussed with you. If you agree to these terms, we would like you to join our company on or before **15th June 2020** or else above offer will be null and void". After accepting the offer, please send us a copy of your resignation to previous company duly receipted by them". You will be issued a detailed appointment letter on your joining with us.

You are requested to report for duty on or before **15th June 2020** at Silverlink Technologies. Pvt Ltd (506-507, Eco Space I.T. Park, Old Nagardas Road, Andheri (E)-400069).

On the day of your joining you are required to submit the following:

1. Relevant copies of Academic / Professional attainments and work experience.
2. Documentary evidence of Date of Birth, No Due Certificate and Relieving letter.
3. Three passport sizes colored Photographs.
4. References from your current organization, which has to be completed before your joining.
5. PAN Card, Driving license and utility bills for address proof.

Once you accept our LOI will process your BGV and if the BGV is found to be negative for any reason, then the offer and appointment letter rollout to you will stands null and void.

If on verification, at the time of appointment or at a later date it is found that you have furnished wrong information, in such cases the company reserve the right to terminate your services with immediate effect.

Please sign duplicate of this letter of Intent as token of your acceptance of the above terms.

With best wishes

With Regards,

Mugdha R

Asst. Manager HR / Core HR



Candidate ID: 4264592 /625592,

Date of Joining: 02/09/2021,

Joining Location: Mumbai,

Designation: Analyst,

Dear Mohitkumar Jayprakash Gupta,

To ensure that you experience a smooth onboarding, we would like to help you with a brief agenda for your day one at Capgemini.

1.	Welcome Address
2.	Verification of master data sheet, which contains your detailed information.
3.	Verification of joining documents*
4.	Receipt of employee handbook and visitor-cum-bus pass
5.	Submission of signed documents
6.	Receipt of hard copy of offer letter
7.	ID cum access card formalities
8.	Bank account opening formalities
9.	Meeting the buddy

Please report by 8:30 am at Mumbai office, for joining formalities as per the address mentioned below:

Address

CAPGEMINI Knowledge Park, IT 1 / IT 2, TTC Industrial Area, Thane-Belapur Road,
Airoli, Navi Mumbai, Maharashtra - 400708



Please carry a complete set of original and photocopied documents (2 sets) as specified below.

1.	Hard copy / email copy of Capgemini offer letter shared with you
	<p>Employment Documents:</p> <p><u>Current Employment(Immediate Previous)</u> a) Relieving letter /Experience Certificate(if both these documents are not there, Resignation Acceptance Resignation acceptance mail is mandatory/Automated Copy of email resignation/Approved mail resignation (mentioning of last working day from the HR is mandatory) 2. b) Payslips for last 3 months c) Form 16 d) Salary Account 6 months Bank Statement e) Letter of appointment/Offer letter from employer which captures start date</p> <p><u>Previous Employment</u> Service/Relieving Certificate all employments- Mentioning date of joining ,designation and last working day</p>
	<p><u>Education Documents</u> a) 10 Marksheet and certificate. 3. b) 12th marksheet and Certificate. c) Graduation Marksheets and certificate/Diploma certificate. d) Post-Graduation Marksheets and degree certificate(If applicable) e) Any other relevant certificate</p>
	<p><u>Proof of identity/ Address</u> a) PAN Card b) AADHAR Card c) Passport In case any of the proof of Identity/Address mentioned above not available then any TWO of the below proofs 4. i) Voters Id ii) Driving License iii) Ration card iv) Electricity Bills v) Gas card vi) Notarized Self Affidavit</p>
5.	Passport size photographs(6 nos)
6.	<p><u>Self Employed/CO-owner/Freelancing/ Partnership employment(s)(if applicable)</u> a) Form 16/Form 26AS b) Bank statement for 6 months c) Shop License</p>
7.	Cancelled Cheque of Saving Bank Account having IFSC Code details - Mandatory
8.	Details of your Provident Fund, Employees' Pension Scheme and Universal Account Number, if earlier member PF/EPS scheme Mandatory.



Please note that Capgemini may ask you to submit additional documents as and when required, especially with respect to the Background verification process.

In the absence of the above listed documents your onboarding may be delayed or deferred.

Kindly note:

- Capgemini has a dress code policy and you need to always dress in formal attire.
- If you are driving to office on the first day, please ensure you are there by 8:15AM, and contact security at the main gate for your entry pass.

Best Regards,
Team HR

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EMPLOYMENT OFFER LETTER

Capgemini Ref: 4264592 /625592,

01/25/2021,

Mohitkumar Jayprakash Gupta
teacher Colony,
Mumbai ,
India

Confidential

Dear Mohitkumar Jayprakash Gupta,

Pursuant to our discussions, we are pleased to offer you employment opportunity, on probation basis, with **Capgemini Technology Services India Limited ('Capgemini' or 'Company')** starting from **02/09/2021** (or such other date as may be communicated to you by the Company), as per details given below.

A) Your current designation will be **Analyst/A4**

B) You will be required to work at the Company's offices in location **Mumbai**

C) On joining you will be under probation for 6(six) months from the date of joining. During this period your all-inclusive Annual target compensation (on a cost to company basis) will be **INR 300,002.00 (Rupees Three Lakh and Two only)**. Please refer **Annexure-A** for details. Subsequent to your successful completion of training and probation after six months from your date of joining, your all-inclusive annual target compensation (on a cost to company basis) will be revised to **INR 380,006.00 (Rupees Three Lakhs Eighty Thousand and Six only)**. Please refer **Annexure -B** for details.

Your compensation shall be paid on a monthly basis, in arrears. The company shall deduct tax at source at the time of making payment.

The breakup of your all-inclusive annual target compensation is as follows:



HRD/3T/1000654109/20-21

January 27, 2021

Mr. Omkar Sanjay Vanjare
102 Tara Apt,
Jeevdani Road,
Virar-401305
India

Ph: +91-8793452454

Dear Omkar,

Welcome to Infosys!

Today, the corporate landscape is dynamic and the world ahead is full of possibilities! None of the amazing things we do at Infosys would be possible without an equally amazing culture, the environment where ideas can flourish and where you are empowered to move forward as far as your ideas will take you.

At Infosys, we assure that your career will never stand still, we will inspire you to build what's next and we will navigate further, together. Our journey of learnability, values and trusted relationships with our clients continue to be the cornerstones of our organization and these values are upheld only because of our people.

We look forward to working with you and wish you success in your career with us.

Warm regards,

RICHARD LOBO
EVP and Head Human Resources - Infosys Limited

Signature Not Verified

Digitally signed by Richard Lobo
Date: 2021.01.27 19:08:30 IST
Reason: Digitally Signed
Location: Bangalore

INFOSYS LIMITED
CIN: L85110KA1981PLC013115
44, Infosys Avenue
Electronics City, Hosur Road
Bangalore 560 100, India
T 91 80 2852 0261
F 91 80 2852 0362
askus@infosys.com
www.infosys.com



Date: August 22, 2019

Ref: LTI/HR/Campus/2020

Name: Pallavi Billava

College: VIVA Institute of Technology

OFFER OF EMPLOYMENT

Dear Pallavi Billava,

Welcome to LTI (hereinafter referred as the "Company"). Congratulations on successfully completing our initial selection process and being selected as **Graduate Engineer Trainee**

During the initial training period of 12 months, your CTC including all benefits will be **Rs.3,50,000/-** as per the details mentioned in '**Annexure-1**'.

You will also be issued a detailed 'Letter of Appointment' at the time of your joining LTI subject to you meeting the eligibility criteria as mentioned in '**Annexure-2**'.

The date of commencement of training and venue for reporting will be intimated to you in advance.

Upon joining and during the training period, you will be continuously appraised and your confirmation is subjected to your performance during this period.

As a part of your transition from campus to corporate world, you may be engaged in various learning and development programs prior to your joining LTI. You are therefore requested to complete the LTI training which will be communicated to you separately. LTI has made significant investments into these learning and development programs for your professional development and therefore would urge you to actively participate in the trainings and complete them with at least the minimum score required. The evaluations of your performance in these trainings will be used to allocate you on various projects and the results would also impact your date of joining. If you do not get the minimum score required, you will be asked to reappear for the training assessments prior to your date of joining.

TERMS AND CONDITIONS

1. Increments and Promotions

Your performance and contribution to LTI will be an important consideration for your salary increments, promotions and your career progressions which is subject to Company's policy and guidelines in force.

2. Overseas Deputation/International Assignment

It would be to your advantage to possess a valid passport and driving license. In case you do not already have one, you are required to apply for the same at your own expense.

Based on the business requirements and your performance, you may be given an International Assignment subjected to the guidelines defined by the Company.

3. Documents

Your offer is subject to you submitting all the mandatory documents at the time of joining, the details of which will be intimated to you prior to your joining LTI. You may also need to submit other such documents as Company deems fit from time to time.



4. Background Verification

As a part of background verification, we need your acknowledgement and authorization to undertake necessary background verification through internal or external agencies. These are including but not limited to your current / previous employment history (if applicable), educational / professional credentials/medical background and other background checks. If any discrepancy is discovered after you have joined the Company or during background verification, you are liable to be terminated, apart from other legal action being initiated against you.

5. Service Agreement

You will be required to execute a service agreement at the time of joining to serve LTI for a minimum period of 2 years, failing which, you (and your surety) jointly or severally will be liable to pay LTI an amount of Rs.2,00,000.

6. Letter Acceptance

If the above stated terms and conditions are acceptable to you, kindly upload an acknowledged scanned soft copy of this 'Offer of Employment' on the **CampBuzz Portal** (<https://campbuzz.ltinfoltech.com>) and register your credentials therein within seven(7) days from the date of this letter. If you do not register your credentials within the above period, the aforesaid offer automatically stands cancelled.

Post registration on the CampBuzz portal, if you do not join on the date intimated to you, the aforesaid offer will be cancelled at the discretion of LTI.

Your employment will be governed by the rules, regulations and policies of the Company in effect.

The terms and conditions mentioned above are subject to changes at any time at sole discretion of the Company and as per business demands without prior notice.

According to the standard practice of our Company, you will treat the above terms of this letter as strictly confidential.

We welcome you to the LTI family and look forward to a long and fruitful association with you.

Yours faithfully,

For Larsen & Toubro Infotech Ltd.



Nikhil Govekar
Sr. Manager - Campus
Recruitment

I have read the letter and accept the same.

Signature and Date



ANNEXURE-1

Name : Pallavi Billava			Date : August 22, 2019		
Salary Grade : GET(I)					
Components		Rs. p.a.		Rs. p.m.	
Basic				15,000	
Bouquet of Benefits				11,300	
A. Base Salary (PA)		315,602		26,300	
Annual Incentive		0			
B. Total Variable (PA)		0			
C. Total Target Cash (A+B)		315,602			
Provident Fund (PF)		21,600		1,800	
Gratuity		8,664		722	
Mediclaime Premium		4,140			
D. Retirals & Other Benefits		34,398			
Cost to Company (CTC) C+D		350,000			



Medical Insurance Premium

The Group Mediclaim Policy of Company covers Employee, Spouse & upto 2 dependent children (below 25 yrs of age) for maximum amount of Rs. 3,00,000/- p.a.
Employees will not be eligible for any other assistance towards domiciliary treatment other than the medical allowances.

Notes:

- 1.Basic will be reckoned for PF, Gratuity (If applicable) and Leave Encashment as per rules.
- 2.H.R.A. will be deducted for accommodation (if any) provided by the Company.
- 3.You are covered under the ESIC Act and there will be statutory deductions as per the ESI Policy.
- 4.The Company can set off or make appropriate adjustment from Adhoc Allowance towards bonus payable, if any, subsequent to the amendments of payment of Bonus Act.
- 5.The PF amount shown is the Employer's contribution. An equal amount will be deducted as Employee's contribution
- 6.The eligibility for payment of Gratuity is a minimum of five years of service in the Company.
- 7.Any or all of the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time. For all salary components refer to the respective policy documents.

- Following are the components applicable to you under **Bouquet of Benefits (BOB)**.

Components	Limits	Remarks
House Rent Allowance (PM)	10% - 50% of basic	Mandatory
Medical Allowance (PM)	Rs. 1,250/-	Optional
Conveyance Allowance (PM)	Rs. 1,600/-	Optional
Meal Allowance (PM)	Rs. 1,100/- OR Rs. 2,200/-	Optional

- *Balance amount under BoB will be paid as Adhoc Allowance per month and will be fully taxable.
- You are required to declare your options under BoB in the SSC Portal.The guidelines relating to BoB are available under HR Policies.
- Income Tax will be deducted at source wherever applicable as per Income Tax Rules.
- Any or all of the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time.



ANNEXURE-2

Eligibility Criteria for Engineering & MCA Candidates- 2020 Batch		
Qualification	B.E./B.Tech.	MCA
Branches:	All Branches	Computer Application
Age Criteria: As on 1st July of Passing year (2020)	Less than 24 years	Less than 26 years
Academic Gap:	Academic gap allowed <u>only after the completion</u> of the entire course i.e after SSC/after HSC or Diploma/after Graduation. No Year drop allowed.	
Course must complete in:	4 years	3 years
SSC, HSC , Diploma (if applicable) Percentages / CGPA:	60% & Above OR Equivalent CGPA NOTE: • SSC /HSC should have cleared in <u>FIRST ATTEMPT</u> only. • Re-exam (Supplementary or Improvement exams) given soon after the Main exam will NOT be considered. • For Diploma Holders, <u>final semester</u> should have cleared in <u>FIRST ATTEMPT</u> only. • For candidates pursuing HSC and Diploma(both),marks scored in the Diploma course will be taken into consideration.	
Graduation,Post-Graduation Percentages/CGPA:	Aggregate of 60% & Above <u>OR</u> Equivalent CGPA	
	Aggregate of all semesters AND all appeared subjects(irrespective of the University rule)	
	Provisional/Passing Certificate(of all courses) must state First class	
Re-attempts/ATKTs /Backlogs/Arrears: (Diploma, Graduation,Post Graduation)	<ul style="list-style-type: none"> • No active/live backlogs allowed at the time of the interview process. • Backlogs includes Reattempts/ATKTs/Arrears in all appeared subjects irrespective of the exemption rules implemented by the College/University. • This also includes Internal,External, Oral/Verbal/Practical Re-attempt/ATKTs/Backlogs/Arrears and re-attempts due to Absenteeism. • Re-exam(Supplementary or Additional exams) given soon after the main exam is also considered as Re-attempt/ATKT/Backlog/Arrear. 	
	<ul style="list-style-type: none"> • No Re-attempts/ATKTs/Backlogs/Arrears allowed in the<u>final semester</u> of any course. • Any pending Re-attempts/ATKTs/Backlogs/Arrears in the current course (obtained after the interview process) must be attempted and cleared <u>with the final semester examinations</u> 	
Nature of Course:	All Full Time courses Only	
Year of Passing:	2020 SUMMER Pass outs Only	
Citizenship:	Resident Indian Citizens Only	
Your College/Institution MUST be:	UGC / AICTE Approved ONLY	
Pre-Employment Verification:	Not been involved in any court proceedings and/or convicted for any offence	
Pre-Employment Medical Certificate:	Submitting a Medical Certificate of Fitness(in the format prescribed by LTI) at time of joining, which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS	

Self Declaration :

1. I hereby declare that I meet ALL the eligibility criteria exactly as stated above.

2. I am aware that I may be subjected to immediate action by the company at any time during or after the Interview/Selection/Joining if found hiding any information/producing incorrect information or not meeting all the criteria mentioned above.

3. I am flexible to work at any LTI Development Center/ Customer Site/ Partner premise as per business requirement.

4. I am flexible to work in any technology/domain/workshift assigned to me based on the business requirement.

5. I confirm that I have NOT appeared for any LTI interview process anywhere in the past 6 months.

(If found so, LTI may take immediate action and cancel the candidature at ANY stage)

Signature: _____

Name: _____

Mobile No: _____

College Name : _____

Today's Date: _____





Offer: Computer Consultancy
Ref: TCSL/DT20173833840/Mumbai
Date: 13/09/2019

Ms. Pallavi Kamal Maity
B-102 Saraswati Market Navghar Road,
Opp S.R Classes,
Bhayandar-401105,
Maharashtra.
Tel# 91-9769689622

Dear Pallavi Kamal Maity,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade Y. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹3,36,875/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of ₹10,200/- per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. House Rent Allowance (HRA)

Your HRA will be ₹4,080/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. Personal Allowance

You will be eligible for a monthly personal allowance of ₹7,570/- per month. This component is subject to review and may change as per TCSL's compensation policy.

4. Food Card

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB

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amount between the components as per your tax plan, once you join TCSL.

PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

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HIS offers the following benefits:

1. Basic Cover

i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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RETIRALS

Provident Fund

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. Pre requisites for Joining

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.



8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

12. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the

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said terms and conditions in case of deputation on international assignments.

13. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

14. Notice Period

During your tenure with TCSL, either you or TCSL may terminate your traineeship / employment under this Agreement by providing 90 days written notice. The company reserves the right, to ask you to complete the notice period or adjust the earned vacation in lieu of entire or partial notice period. If your services, behaviour and/ or performance are not found satisfactory, TCSL may terminate your services by giving notice as mentioned herein above. No notice or payment in lieu thereof shall be applicable if your services are discontinued/terminated on account of any misconduct either during your traineeship period or upon completion of the traineeship period.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

15. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

16. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

17. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

18. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external

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background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

19. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)
- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
 - *There is no criminal offence registered/pending against you
 - *There is no disciplinary case pending against you in the university
- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below

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documents

- *PAN Card (Permanent Account Number)
- *Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
- *Passport
- *NSR E-Card

20. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

21. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

22. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

23. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms



GROSS SALARY SHEET

Annexure 1

Name	Pallavi Kamal Maity
Designation	Assistant System Engineer-Trainee
Institute Name	Others

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	10,200	1,22,400
Bouquet Of Benefits #	13,000	1,56,000
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,224	14,688
Gratuity	490	5,887
Total of Annual Components & Retirals	1,715	28,475
Retention Incentive	NA	0
TOTAL GROSS	27,415	3,36,875
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Programme.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Programme.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	4,080	48,960
Leave Travel Assistance	850	10,200
Food Card	500	6,000
Personal Allowance	7,570	90,840
GROSS BOUQUET OF BENEFITS	13,000	1,56,000

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Annexure 2

Ahmedabad Lead – ILP Tata Consultancy Services Limited, Garima Park, IT/ITES SEZ, Plot # 41, Gandhinagar - 382007	Bangalore Lead – ILP Tata Consultancy Services Limited, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100, Karnataka
BUBANESHWAR Lead – ILP Tata Consultancy Services Limited, Barabati, IRC Block, Ground Floor, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ), PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	Chennai Lead – ILP Tata Consultancy Services Limited, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgaon Lead – ILP Tata Consultancy Services Limited, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	DELHI – Noida Lead – ILP Tata Consultancy Services Limited, Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th floor, Galaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309, UP
Guwahati Lead – ILP Tata Consultancy Services Limited, 5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati - 781006, Assam	Hyderabad Lead – ILP Tata Consultancy Services Limited, Q City, Nanakramguda, Hyderabad,
INDORE Lead – ILP Tata Consultancy Services Limited, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	KOLKATA Lead – ILP Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12, New Town, Rajarhat, Kolkata - 700160, West Bengal OR Auditorium, 2nd Floor, Wanderers Building, Delta Park - Lords
KOCHI Lead – ILP Tata Consultancy Services Limited, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	MUMBAI Lead – ILP Tata Consultancy Services Limited, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane West, Thane, Maharashtra - 400606
NAGPUR Lead – ILP Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	PUNE Lead – ILP Tata Consultancy Services Limited, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057, Maharashtra
Trivandrum Lead – ILP Tata Consultancy Services Limited, Peepul Park, Technopark Campus , Kariyavattom P.O. Trivandrum - 695581	



Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



9. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

Candidate ID: 4404278 /716726,

Date of Joining: 03/30/2021,

Joining Location: Mumbai,

Designation: Analyst,

Dear Pradnesh Sanjay Jadhav,

To ensure that you experience a smooth onboarding, we would like to help you with a brief agenda for your day one at Capgemini.

1.	Welcome Address
2.	Verification of master data sheet, which contains your detailed information.
3.	Verification of joining documents*
4.	Receipt of employee handbook and visitor-cum-bus pass
5.	Submission of signed documents
6.	Receipt of hard copy of offer letter
7.	ID cum access card formalities
8.	Bank account opening formalities
9.	Meeting the buddy

Please report by 8:30 am at Mumbai office, for joining formalities as per the address mentioned below:

Address

CAPGEMINI Knowledge Park,IT 1 / IT 2, TTC Industrial Area,Thane-Belapur Road,
Airoli, Navi Mumbai, Maharashtra - 400708



Please carry a complete set of original and photocopied documents (2 sets) as specified below.

1.	Hard copy / email copy of Capgemini offer letter shared with you
	<p>Employment Documents:</p> <p><u>Current Employment(Immediate Previous)</u></p> <p>a) Relieving letter /Experience Certificate(if both these documents are not there, Resignation Acceptance Resignation acceptance mail is mandatory/Automated Copy of email resignation/Approved mail resignation (mentioning of last working day from the HR is mandatory)</p> <p>2. b) Payslips for last 3 months</p> <p>c) Form 16</p> <p>d) Salary Account 6 months Bank Statement</p> <p>e) Letter of appointment/Offer letter from employer which captures start date</p> <p><u>Previous Employment</u></p> <p>Service/Relieving Certificate all employments- Mentioning date of joining ,designation and last working day</p>
3.	<p><u>Education Documents</u></p> <p>a) 10 Marksheet and certificate.</p> <p>b) 12th marksheet and Certificate.</p> <p>c) Graduation Marksheets and certificate/Diploma certificate.</p> <p>d) Post-Graduation Marksheets and degree certificate(If applicable)</p> <p>e) Any other relevant certificate</p>
4.	<p><u>Proof of identity/ Address</u></p> <p>a) PAN Card</p> <p>b) AADHAR Card</p> <p>c) Passport</p> <p>In case any of the proof of Identity/Address mentioned above not available then any TWO of the below proofs</p> <p>i) Voters Id</p> <p>ii) Driving License</p> <p>iii) Ration card</p> <p>iv) Electricity Bills</p> <p>v) Gas card</p> <p>vi) Notarized Self Affidavit</p>
5.	Passport size photographs(6 nos)
6.	<p><u>Self Employed/CO-owner/Freelancing/ Partnership employment(s)(if applicable)</u></p> <p>a) Form 16/Form 26AS</p> <p>b) Bank statement for 6 months</p> <p>c) Shop License</p>
7.	Cancelled Cheque of Saving Bank Account having IFSC Code details - Mandatory
8.	Details of your Provident Fund, Employees' Pension Scheme and Universal Account Number, if earlier member PF/EPS scheme Mandatory.



Please note that Capgemini may ask you to submit additional documents as and when required, especially with respect to the Background verification process.

In the absence of the above listed documents your onboarding may be delayed or deferred.

Kindly note:

- Capgemini has a dress code policy and you need to always dress in formal attire.
- If you are driving to office on the first day, please ensure you are there by 8:15 AM IST, and contact security at the main gate for your entry pass.

Best Regards,
Team HR

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EMPLOYMENT OFFER LETTER

Capgemini Ref: 4404278 /716726,

03/29/2021,

Pradnesh Sanjay Jadhav
A-001, VENUS APT,
Mumbai ,Maharashtra,
India

Confidential

Dear Pradnesh Sanjay Jadhav,

Pursuant to our discussions, we are pleased to offer you employment opportunity, on probation basis, with **Capgemini Technology Services India Limited ('Capgemini' or 'Company')** starting from **03/30/2021** (or such other date as may be communicated to you by the Company), as per details given below.

A) Your current designation will be **Analyst/A4**

B) You will be required to work at the Company's offices in location **Mumbai**

C) Your all-inclusive annual target compensation (on a cost to company basis) will be INR 300,002.00 (Rupees Three Lakh and Two only) which would comprise your salary, applicable statutory benefits, bonus, if any, and/or any incentives as applicable to you. Your compensation shall be paid on a monthly basis, in arrears. The Company shall deduct tax at source at the time of making payment.

The breakup of your all-inclusive annual target compensation is as follows:



Pradnesh Sanjay Jadhav,

Analyst

Total Cost to Company (CTC).

Rs.300,002.00

Monthly Components	Per Month	Annualized
Basic	Rs 10,000.00	Rs 120,000.00
House Rent Allowance	Rs. 4,005.00	Rs 48,060.00
Other Reimbursements & Allowances#	Rs. 0.00	Rs.0.00
Personal Allowance	Rs. 5,000.00	Rs. 60,000.00
Advance Statutory Bonus	Rs. 3,064.00	Rs. 36,768.00
Gross monthly salary	Rs.22,069.00	Rs. 264,828.00
Statutory payments ++		
Capgemini's contribution to PF ++	Rs.1,800.00	Rs.21,600.00
Gratuity (accrual only)		Rs.5,772.00
Total Fixed Compensation		Rs.292,200.00
Total Cash Compensation		Rs.292,200.00
Benefits		
Medical, Accident & Life Insurance Premium		Rs. 7,802.00
Capgemini contribution to ESI		Rs.0.00
Total Cost to Company		Rs. 300,002.00



You may choose any of the following optional instruments that are a part of the Other Allowance & Reimbursements. Balance amount that is not claimed will be paid as Taxable on monthly basis after withholding taxes. For details on claiming these instruments please check the Other Allowance and Reimbursements FAQ and Claim Forms.

Other Allowance & Reimbursements	Annualized
Telephone	19,800.00
LTA	60,000.00
Meal Coupons	24,000.00
Vehicle Reimbursement	21,600.00

Notes:

1. The payroll processing will be as per Company policy notified from time to time.
 2. Employees should decide on the Other Allowances and Reimbursements (OAAR) at the time of joining; any changes will be accepted as per Company policy applicable from time to time.
 3. For claiming tax benefit in case of admissible allowances and reimbursements (eg. LTA, telephone etc), you will have to submit supporting (bills) to the Company's satisfaction along with the reimbursement claim form in the prescribed format and within the timeline stipulated by the Company. The reimbursements will be processed as per the applicable Company's policies, which are subject to change without notice. The payments described above will not be further grossed up for taxes and you will be responsible for the payment of all taxes due with respect to such payments, which will be deducted at source as per the applicable law. In case of any under-withholding, you shall be responsible to pay the necessary tax and any interest/penalty thereon.
 4. In cases where Permanent Account Number (PAN) is not produced, highest tax rates will apply to all amounts on which tax is deductible at source under the applicable tax law.
 5. The Company reserves the right to change the compensation structure and/or the compensation components from time to time.
- ++ These statutory payments are included based on current applicable practice and law and are subject to changes based on changes in law from time to time. Also, please further note, that any changes / modification to statutory payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However, Company shall endeavor to inform you, via separate email communication, about any changes/ modification to statutory payment.
- ++ Employee's contribution towards PF will be made from the monthly salary.
- # This is the maximum limit you are eligible for. You may choose any of the following optional components under 'Other Allowance & Reimbursements' Non taxable components (except Meal Coupons) would be paid based on a claim by employee through payroll. Taxable component would be paid on a monthly basis. All payments will be based on Company's policies.



D.) The following elements are included in the compensation package stated above:

1. Provident Fund- You will be covered under the Capgemini Technology Services India Limited Employees' Provident Fund (PF) scheme wherein, the Company will contribute towards PF at the statutory rate as may be defined by the government from time to time. Your contribution and the Company's contribution have been included as a part of the above-mentioned compensation.
2. Gratuity- Upon cessation of employment after completion of continuous service of at least five (5) years with the Company, you will be eligible for gratuity as per the Payment of Gratuity Act. The amount towards gratuity accrual forms a part of the above-mentioned compensation.
3. ESIC- In the event you are eligible, you will be covered under the Employees' State Insurance Act wherein, the Company will contribute towards ESIC at the statutory rate. Your contribution and the Company's contribution form a part of the above-mentioned compensation.

NOTE:

- a.) All statutory payments are demonstrated based on current applicable practice and law and may be subject to changes based on changes in law from time to time. Further, any changes/modification to statutory payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However, Company shall endeavor to inform you, via separate communication, about any changes/modification to statutory payment.

E.) As an employee of the Company, you shall be entitled to the following benefits subject to any change made by the Company from time to time:

1. Group Medical Insurance- In accordance with the Company's policy, you and your immediate family (as defined in the Company's policy) shall be covered under the Medical Insurance policy held by the Company. Additionally, if you are required to travel abroad, you may be covered under the Company's Overseas Medical Insurance Policy.
2. Group Personal Accident Insurance- You shall be covered under the Personal Accident Insurance Policy held by the Company.
3. Group Term Life Insurance- You shall also be covered under the Group Term Life Insurance Policy held by the Company.
4. Transport Facility- Bus transport facility may be available, by paying nominal charges as per Company's policy, on various routes at different Company locations. If you opt for the facility, the applicable charges will be deducted from your salary in the monthly payroll.
5. Annual Leave/Public Holidays- You will be eligible for annual leaves and public holidays as determined by the Company's Leave Policy which is subject to change from time to time.

If you become indebted to the Company for any reason, the Company may, if it so elects, set off any sum due to the Company from you against the compensation payable to you and collect any remaining balance from you.

F.) Probationary Period:

1. You will be on probation for period of six months from your date of joining the Company and continuity of your employment with the Company is dependent on confirmation of your employment. The Company reserves the right to revise the probation period depending on your performance and/or other consideration.



2. At any time during your probation period the Company may confirm your employment by way of a written communication, if your performance is found to be satisfactory. Your probation shall be deemed extended, for a period not exceeding 30 days, in a situation where you do not receive the aforesaid written communication from the Company.

G.) Performance Review: You will be eligible to participate in Company's performance review process as per Company policy.

H.) Conditions of hire:

1. Your employment with the Company will be subject to the following pre-conditions:
 - a. You will submit relevant documents as mandated by the Company.
 - b. You obtain requisite certification or complete mandated assessments which are basis for offering you employment opportunity with the Company;
 - c. You obtain a clear discharge and/or relieving letter from your most recent employer (prior to joining the Company). Nevertheless you must submit a clear discharge and/or relieving letter within fifteen (15) days of joining the Company;
 - d. You represent that acceptance of employment with the Company does not breach any terms/provisions of your previous employment agreement or any other agreement to which you are bound.
 - e. You acknowledge that the Company has offered you employment based on the fact that there are no pending claims, actions, suits or proceedings against you which might reasonably be expected to have an adverse effect on your ability to perform your duties hereunder and/or upon the Company.
 - f. You provide two satisfactory references, one being from your most recent employer (prior to joining Capgemini);
 - g. Your background verification check (including address, academics, employment, criminal etc as applicable) conducted by the Company is cleared; and
 - h. You represent that you have not been involved in any fraud, unethical and/or immoral acts, departmental inquiry in your previous employment(s) and/or been part of any pending investigation (whether judicial, quasi-judicial or otherwise) which you have not disclosed from the Company prior to your joining.
 - i. Your employment shall be subjected to the below-mentioned additional terms and conditions.
 - a. You should clear the final degree examination and submit your degree marks sheet and/or certificate, as a proof of passing. In the event you fail to clear the final examination in the first attempt or fail to submit the proof of the same by 30-April-2021, our Offer shall stand automatically revoked or otherwise your employment with the Company shall cease immediately without any further obligation or liability upon the Company.
 - b. You will be required to clear the mandatory Entry Level Certification Training Test of the Company in the first attempt. The details of the mandatory certification and the test will be communicated to you upon your joining the Company. If you do not successfully clear such test, your employment with the Company shall cease immediately without any further obligation or liability upon the Company.
 - c. As a condition of your employment with the Company, you will be required to undergo certain specialized training, certification and/or skill up gradation, at the cost, resource and expense of the Company. In consideration thereof, you shall be required to sign a training agreement or service agreement with the Company, and inter alia provide a commitment to work for the Company for 24 months, failing which there would be certain monetary liabilities that you would need to bear. Prior to acceptance of our Offer, you may request HR Department for more details in this respect including draft of such an agreement, for your review.



You fill the complete Back ground verification link given along with the welcome mail of the offer.

2. Your employment is inter alia based on the information furnished by you to the Company including declarations and undertakings thereto. If at any time during your employment with the Company, the Company discovers that you have furnished any false, fake, forged information (including documentation) for securing employment with the Company or otherwise, the Company reserves the right to take disciplinary action against you, including, but not limited to, right to terminate your employment without notice and your employment with the Company will be void ab-initio.

I.) Your employment with the Company will also be governed by the terms and conditions of employment contained in **Exhibit 1** attached hereto.

J.) The Company's address for sending notice in relation to your employment is as below:

Kind Attn: Head - Human Resources

Address: Capgemini Technology Services India Limited,
Capgemini Knowledge Park, IT 3 IT 4, SEZ, Thane-Belapur Rd, TTC Industrial Area, Airoli, Navi
Mumbai, Maharashtra 400708

Email: hremployeeservices.in@capgemini.com



You are required to treat this letter and its contents as strictly confidential and should not disclose the same to any person or entity (except to your advisors, attorneys and accountants, for seeking their advice) without our prior written consent.

At Capgemini, one of our goals is to afford all our people the opportunity to pursue their careers, to achieve their personal best, and to balance their personal and professional goals. Capgemini values your abilities and believes it can provide you with an atmosphere in which you can develop your professional talents to the fullest.

As a token of your acceptance of our offer of employment with the Company, please sign in the space provided below and return a duplication version of this letter immediately to us within fifteen(15)days from the date of this letter. Our offer shall automatically lapse unless (i) you confirm your acceptance of it and return a copy to us within the prescribed time and (ii) you join us on or before your date of joining stated in this Employment Offer Letter.

For Capgemini Technology Services India Limited



Anilkumar Singh
Head - Talent Acquisition & Resourcing

Acceptance

I have read and understood the contents of this Employment Offer Letter and Exhibits hereto (hereinafter 'Letter ') and accept all the terms and conditions of this Letter in its totality. I confirm that there are no other oral/written understandings other than as detailed herein between me and Capgemini Technology Services India Limited.

This Letter supersedes all previous agreements (written or oral) between the parties in relation to the subject-matter. I confirm that I am not breaching any terms or provisions of any prior agreement or arrangement by accepting this offer.

Name: Pradnesh Sanjay Jadhav

Date: 03/29/2021



EXHIBIT 1

Terms & Conditions of Employment with Capgemini Technology Services India Limited

1. CURRENT WORK LOCATION:

1.1 Capgemini Technology Services India Limited ("**Capgemini**" or "**Company**") may require you to work at other Company locations and/or on customers' sites both, within or outside India. The Company shall seek to give you reasonable notice of extensive travel requirements, and to take into account your personal circumstances where appropriate.

1.2 Depending upon exigencies of business you may be transferred/deputed, at Company's sole discretion, within India or outside by the Company in any capacity as the Company may desire from time to time, from:

- a) one location to another; or
- b) one team/department/account/function/Business Unit to another; or
- c) one project/job to another; or
- d) the Company to any other group entity or affiliate or any other business associate as the Company may deem appropriate from time to time.

1.3 Such transfer/deputation/assignment/relocation shall not entitle you to ask for revision in your salary or any terms or conditions of your service. The Company does not guarantee the continuation of any benefits or perquisite at the new location. In all such cases of transfer/deputation/assignment/relocation you will be governed by the relocation policies and policies of the Company existing at that time. Consequent to such transfer/deputation/assignment/relocation, you will be governed by the terms and conditions of service as applicable to your category of employees in the new location (which includes but is not limited to office days/hours and holidays).

2. DUTIES AND RESPONSIBILITIES:

2.1 You shall devote your skill, knowledge and working time to the conscientious performance of your duties and responsibilities towards the Company. You shall perform your duties with diligence, devotion and discretion. You shall comply with all directions given to you by your reporting manager/supervisor and shall faithfully observe all the rules, regulations and Company policies. Further, the Company may, at any time, in its sole discretion, suitably modify your roles, responsibilities and duties.

3. COMPENSATION:

3.1 Your all-inclusive annual target compensation and corresponding details are provided in the Employment offer letter.



4. TRAINING:

4.1 During the term of your employment, the Company may offer you an opportunity to undergo certain specialized training, certification and/or skill upgradation from time to time, which shall inter alia enhance your career opportunities at the Company and otherwise. In case you accept the Company's offer for training, the Company is likely to incur expenses including in relation to training costs, course fees, recruitment and induction costs, salary and benefits during training period, opportunity loss, etc. Depending on the nature of training/certification and corresponding cost and expenses, the Company may require you to execute training agreement with the Company for a specific period (which will be indicated to you at that time) in consideration of the cost the Company would be incurring for such training/certification. Under such training agreement, you shall agree to inter alia serve a minimum term of employment with the Company, failing which you will be required to reimburse the Company for the cost of training/certification identified in the training agreement and any other costs related to the training/certification.

5. COVENANTS AND REPRESENTATIONS:

5.1 You also agree that during the term of your employment with the Company and for twelve (12) months after the cessation of employment, regardless of the reason of cessation of employment, you will not:

- a.) directly or indirectly, on your own behalf or on behalf of or in conjunction with any person or legal entity, recruit, hire, solicit, or induce, or attempt to recruit, hire, solicit, or induce, any employee of the Company with whom you had dealings, personal contact or supervised while performing your duties or otherwise, to terminate their employment relationship with the Company;
- b.) directly or indirectly, solicit or attempt to solicit business, customers or suppliers of the Company or of its affiliates;
- c.) directly or indirectly, solicit or attempt to solicit or undertake employment with any client of the Company or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company; and
- d.) provide or attempt to provide professional services similar to those provided by the Company to its current or prospective customers, with whom you (i) had business interactions or any other dealings on behalf of the Company during your employment with the Company and/or (ii) had been directly associated with the customer in relation to a project.

5.2 You and the Company acknowledge and agree that the duration and scope of the Covenants contained herein are fair and reasonable. Accordingly, you and the Company agree that, in the event that any of the covenants contained herein are nevertheless determined by a judicial or quasi judicial body to be unenforceable because of the duration or scope thereof, the judicial or quasi judicial body making such determination may reduce such duration and/or scope to the extent necessary to enable such judicial or quasi judicial body to determine that such covenant is reasonable and enforceable, and to enforce such covenant as so amended

5.3 You will also be governed by all applicable rules, processes, procedures, and policies (including but not limited to Information Security Management System (ISMS) policies and procedures, Code of Business Ethics of the Company, which are not specifically mentioned in this Letter. The applicable rules/processes/procedures/policies are available on the Company's Intranet and you are expected to go through the same carefully. For any clarification in relation to applicable rules/processes/procedures/policies, please get in touch with concerned department. If at anytime during your employment with the Company, you are found in violation of any applicable rules, processes, procedures, or policies of the Company, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

5.4 Capgemini prides itself as a company with the highest order of ethical conduct in its dealings with employees, customers, service provider, agents, governments or any other third party. It is important that you fully understand this philosophy and the relevant policies. If at anytime during your employment with the Company, you are found to be in violation of such policy and/or generally accepted ethical/moral standards, the Company reserves the right to take disciplinary action against you, including right to terminate your



employment without notice.

5.5 You declare that you are medically fit to carry out the duties expected of you by the Company. You represent that you have no communicable disease and you are not addicted to drugs or any other substance of abuse. During the term of your employment with the Company, you are required to be medically fit to perform the duties assigned to you from time to time. As to whether you are medically fit, is an issue which will be professionally determined by the Company and you shall be bound by such determination. The Company may require you to undergo periodical medical examination as and when intimated to you by the Company.

5.6 You represent that you are not in breach of any contract with any third party or restricted in any way in your ability to undertake or perform your duties towards the Company. You covenant that you will be fully responsible for any personal liabilities that may arise as the result of an agreement or arrangement between you and any third party and that the Company will in no way be concerned with such liabilities.

5.7 You will at all times maintain your ability to be employable and in the event of any change in your personal circumstances resulting in possible alteration to the employability status, you will keep the Company informed in writing about such change.

5.8 During your employment with the Company, to meet the exigencies of business, the Company may require you to (i) work on any project that you are assigned to, on any technical platforms/skills and nature of the project or (ii) work night hours or (iii) work in shifts (including night shifts).

5.9 Regardless of any secondment to any of the Company's affiliated entity/business associate/joint venture or where you may be required to work overseas for any such entity for an extensive period, you shall at all times remain an employee of the Company exclusively and shall not be entitled to any such foreign salary or benefits (including medical insurance, green card sponsorship, etc.) payable or applicable to employees of such other Capgemini entities other than the salary and benefits specified in the Employment Letter and/or the salary and benefits that may be determined by Capgemini and communicated to you in writing.

5.10 Unless specifically authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company. You shall also not enter into any commitments or dealings on behalf of the Company for which you have no express authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company.

5.11 During the period of employment, you agree not to draw, accept or endorse any cheque or bill on behalf of the Company or, in any way, pledge the Company's credit except so far as you may have been authorized by the Company to do so, either generally or in any particular case.

5.12 During the term of your employment, you shall not communicate with the media or with journalists in relation to the Company or its affairs, without obtaining a specific prior written permission from the Company.

5.13 You acknowledge and provide your consent vide Consent Letter for use of personal information including Sensitive Personal Data or Information ("SPDI") to the Company (a) to share your sensitive personal data or information about you and/or your dependents (wherever applicable) provided to the Company with third parties for purposes deemed appropriate by the Company from time to time; (b) to share information about you with affiliates of the Company for administrative purposes/audit and with clients/prospects in relation to any staff augmentation requirements; (c) to treat any personal data to which you have access in the course of your employment strictly in accordance with Company policies and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you. You further acknowledge and consent for use of your personal images and voices in marketing material, videos, etc; and confirm that you have read and understood the Company's Privacy Policy in relation to the collection, processing, use, storage and transfer of SPDI and you agree to the terms thereof.



5.14 You agree to comply with all laws, ordinances, regulations applicable in relation to your employment with the Company including but not limited to the anti-corruption laws, anti bribery laws such as Prevention of Corruption Act, 1988 of India, the Foreign Corrupt Practices Act, 1977 of the United States and the Bribery Act 2010 of the United Kingdom and/or data privacy laws. Without limiting the generality of the foregoing, you represent and covenant that you have not, and shall not, at any time, during your employment with the Company, pay, give, or offer or promise to pay or give, any money or any other thing of value, directly or indirectly, to, or for the benefit of: (i) any public servant, government official, political party or candidate for political office; or (ii) any other person, firm, corporation or other entity, with knowledge that some, or all of that money, or other thing of value will be paid, given, offered or promised to a public servant, government official, political party or candidate for political office, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with the Company's business.

5.15 You hereby represent to the Company that:

- a.) you are legally permitted to reside and be employed in India;
- b.) you have reviewed these terms and conditions and that you understand the terms, purposes and effects of the same;
- c.) you have accepted these terms and conditions only after having had the opportunity to seek clarifications;
- d.) you have not been subjected to duress or undue influence of any kind to accept these terms and conditions and these terms and conditions will not impose an undue hardship upon you;
- e.) you have accepted these terms and conditions of your own free will and without relying upon any statements made by the Company or any of its representatives, agents or employees; and
- f.) you have all requisite power and authority, and do not require the consent of any third party to accept our offer.

6. CONFIDENTIALITY:

6.1 This is a highly Confidential and Private document. You are required to maintain, at all times, the confidentiality and ensure that the contents or details of this Letter are not shared with anyone.

6.2 You are aware that in the course of your employment with the Company, you shall have access to Confidential Information. "Confidential Information" shall mean and include, but not limited to, proprietary, confidential, sensitive, personal information about inventions, products, designs, methods, know-how, techniques, trade secrets, systems, processes, strategies, software programs, content, data, techniques, plans, designs, programs, customer information, works of authorship, intellectual property rights, customer lists, employee lists and any other personally identifiable information about any employee of the Company or its affiliate or personally identifiable information of its customers or clients of its customers, user lists, vendor lists, content provider lists, supplier lists, pricing information, projects, budgets, plans, projections, forecasts, financial information and proposals, intellectual property, terms of this Letter and any other information which due to the nature or character of such information, any prudent person might reasonably under similar circumstances treat such as confidential or would expect the Company to regard such information as Confidential, all regardless as to whether such information is in written form or electronic form or disclosed orally before or after the date hereof.

6.3 You agree that you may receive in strict confidence all Confidential Information of the Company, its affiliates or its clients or prospective clients of the Company or its affiliates. You further agree to maintain and to assist the Company in maintaining the confidentiality of all such Confidential Information, and to prevent it from any unauthorized use.



6.4

You agree and confirm that, you will, at all times:

- a) maintain in confidence all such Confidential Information and will not use such Confidential Information other than as necessary to carry out the purpose for which it was shared with you;
- b) not disclose, divulge, display, publish, or disseminate any such Confidential Information to any person except with the Company's prior written consent;
- c) treat all such Confidential Information with the same degree of care that you accord to your own confidential information, but in no case less than reasonable care;
- d) prevent the unauthorized use, dissemination or publication of such Confidential Information;
- e) not copy or reproduce any such Confidential Information except as is reasonably necessary for the purpose for which it was shared with you;
- f) not share such Confidential Information with any third party (specifically those person who are in the same field of activities as that of the Company or are in direct or indirect competition to the Company);
- g) not use such Confidential Information in any way so as to procure any commercial advantage for yourself or for any third party or in a manner that is directly or indirectly detrimental to the Company;
- h) neither obtain nor claim any ownership interest in any knowledge or information obtained from such Confidential Information; and
- i) not use or attempt to use any such Confidential Information in any manner that may harm or cause loss or may be reasonably expected to harm or cause loss, whether directly or indirectly, to the Company, its affiliates or its customers.

6.5 All such Confidential Information shall remain the sole and exclusive property of the Company, and no license, interest or rights (including, without limitation, any intellectual property rights) to such Confidential Information, or any copy, portion or embodiment thereof, is granted or implied to be granted. Nothing in this Letter shall limit in any way the Company's right to develop, use, license, create derivative works of, or otherwise exploit its own Confidential Information.

6.6 You shall be under no obligation of maintaining confidentiality of such Confidential Information as per provisions of this clause if the information:

- a) was in your possession before receiving the same from the Company pursuant to this Letter;
- b) is or becomes a matter of public knowledge through no fault of yours; or



- c) is rightfully received by you from a third party without a duty of confidentiality.

6.7 If you are served with a court or governmental order requiring disclosure of any part of such Confidential Information, you shall, unless prohibited by law, promptly notify the Company before any disclosure and cooperate fully (reasonable expense to be borne by the Company) with Company and its legal counsel in opposing, seeking a protective order or limit, or appealing any such subpoena, legal process, request or order to the extent deemed appropriate by the Company.

6.8 Upon cessation of your employment with the Company or on a written request of the Company, whichever is earlier, you shall return or destroy (at the Company's option) any part of such Confidential Information that consists of original, and copies of, source material provided to you and still in your possession and, if requested by the Company, shall provide written confirmation to the Company to that effect.

6.9 You shall not, whether during your employment and/or after cessation of your employment, for whatever reason, use, disclose, divulge, publish or distribute to any person or entity, otherwise than as necessary for the proper performance of your duties and responsibilities under this Letter, or as required by law, any confidential information, messages, data or trade secrets acquired by you in the course of your employment with the Company.

6.10 If you are found to be in breach of this clause, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

6.11 You shall maintain the confidentiality of all price sensitive information and shall handle all such information on a strict 'need to know' basis i.e. disclose only to those within the Company who need the information to discharge their duty. You shall not pass on such information to any person directly or indirectly by way of making a recommendation for the purchase or sale of securities. Further, during your employment, you shall be subject to applicable trading restrictions e.g. when the trading window is closed, you shall not trade in the Company or any of its affiliates' securities during such period.

7. INTELLECTUAL PROPERTY:

7.1 "Intellectual Property Rights" shall mean all industrial and intellectual property rights (including both economic and moral rights), including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, databases, algorithms, manuscripts, computer programs and other software, know-how, trade secrets, proprietary processes and formulae, inventions, trade dress, logos, design and all documentation and media constituting, describing or relating to the above.

7.2 You represent that all services performed by you for the Company shall be your original work and shall not incorporate any third party materials or work in which you or any third party asserts an ownership interest or Intellectual Property Right. Provided that in the event the Company is held liable or is faced with a claim for your violation of any Intellectual Property Rights belonging to a third party, you undertake to indemnify the Company (and/or any of its affiliates, as the case may be) against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court fees resulting there from.

7.3 If at any time during your employment with the Company, you (either alone or with others) whether or not during normal business hours or arising in the scope of your duties of employment make, conceive, create, discover, invent or reduce to practice any invention,



modification, discovery, design, development, improvement, process, software program, work of authorship, documentation, formula, data, technique, know-how, trade secret or any Intellectual Property Right whatsoever (including all work in progress) or any interest therein (whether or not patentable or registrable under copyright, trademark or similar statutes or subject to analogous protection) (collectively '**Developments**') that:

- a) relates to the business of the Company (or its affiliate), or to its customers or suppliers, or to any of the products or services being developed, manufactured, sold or provided by the Company (or any of its affiliate) or which may be used in relation therewith;
- b) results from tasks assigned to you by the Company; or
- c) results from the use of premises or personal property (whether tangible or intangible) loaned, eased or contracted for by the Company or its affiliate,

such Developments (including all work in progress) and the benefits thereof shall immediately become the sole and absolute property of the Company, as works made for hire or otherwise, and you shall immediately disclose to the Company, without cost or delay and without communicating to others the same, each such Development and all available information relating thereto (with all necessary plans and models).

7.4 You hereby irrevocably, absolutely and perpetually assign any and all rights (including any Intellectual Property Rights) you may have or acquire in the Developments and all benefits and/or rights resulting there from to the Company and its assigns without additional compensation on worldwide basis. You acknowledge that the salary and other payments receivable by you from the Company is adequate compensation for such assignment. You hereby waive and quitclaim to the Company any and all claims of any nature whatsoever that you may now have or may hereafter have in and to the Developments (including all work in progress).

7.5 All such assignment of rights shall be perpetual irrevocable, universal and shall not lapse, even if the Company fails at any time to commercially exploit any such Developments. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, any assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to you, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. You hereby agree to waive any right to and refrain from raising any objection or claims to the Copyright Board with respect to any assignment, pursuant to Section 19A of the Copyright Act, 1957. You further agree to assist and cooperate with the Company in perfecting the Company's rights in any of the Developments.

7.6 Any assignment of copyright hereunder (and any ownership of a copyright as a work made for hire) includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as 'moral rights' (collectively '**Moral Rights**'). If, you are deemed under applicable law to retain any rights in any Developments, including without limitation any Moral Rights, you hereby waive, and agree to waive, all such rights. To the extent that such waivers are deemed unenforceable under applicable law, you grant, and agree to grant, to the Company or its assigns the exclusive, perpetual, irrevocable, universal and royalty-free license to use, modify and market the Development, without identifying you or seeking your consent.

7.7 If you are not employed with the Company at the time when the Company requests your assistance in connection with the foregoing, the Company will pay you for your reasonable time expended in complying with the above terms at an hourly rate equal to the effective hourly rate at which you were paid the Company immediately prior to your termination as an employee.

7.8 Should the Company be unable to secure the signature on any document necessary to apply for, prosecute, obtain, protect or enforce any Intellectual Property Rights, due to any cause, you hereby irrevocably designate and appoint the Company and each of its duly authorized officers and agents as your agent and attorneys to do all lawfully permitted acts to further the prosecution, issuance, and enforcement of the Intellectual Property Rights or protection in respect of the Developments, with the same force and effect as if executed



and delivered by you.

7.9 Notwithstanding the foregoing, you will also be bound by Capgemini's policy with respect to Intellectual Property.

8. CONFLICT OF INTEREST:

8.1 During your employment, you will not, directly or indirectly, whether alone or as a partner joint venture, officer, director, employee, consultant, agent, independent contractor or stockholder of any company, business or other commercial enterprise: (i) engage in any business activity similar in nature to any business conducted or planned by the Company, or (ii) compete in any way with products or services being developed, marketed, distributed or otherwise provided by the Company

8.2 You shall not undertake, whether directly or indirectly any full time or part time employment or operate or manage business of any kind whatsoever, so long as you are in employment with the Company.

8.3 During your employment if you become aware of any potential or actual conflict between your interests and those of the Company, then you shall immediately inform the Company about such conflict. Where the Company is of the opinion that such a conflict does or could exist, it may direct you to take appropriate action(s) to resolve such a conflict, and you shall comply with such instructions.

8.4 During the course of your employment, you shall not, either directly or indirectly, receive or accept for your own benefit or the benefit of any person or entity other than the Company any gratuity, emolument, or payment of any kind from any person having or intending to have any business with the Company.

8.5 To perform your duties towards the Company, you will have access to email, internet, Company assets (desktop, laptop, mobile phones etc.) and other Company infrastructure. You shall ensure that at all times your use of such facilities meets the ethical and social standards of the workplace. Further, your use of such facilities must not interfere with your duties and must not be illegal or contrary to the interests of the Company.

9. RETIREMENT/TERMINATION:

a.) Retirement

- (i) You will automatically retire from employment with the Company on the last day of the month in which you complete sixty (60) years of age. It is hereby clarified that the Company reserves it right to change the retirement age.

b.) Notice Period/Termination

- (i) During the probation period, your employment with the Company may be terminated (i) by you, upon giving the Company three months' written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you two months' written notice or payment of gross salary in lieu thereof.

Upon confirmation, your employment with the Company may be terminated (i) by you, upon giving the Company three



months' written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you three months' written notice or payment of gross salary in lieu thereof.

- (ii) Notwithstanding anything to the contrary, the Company reserves the right to relieve you from services of the Company only upon your satisfactory handover of all the duties and responsibilities assigned to you (including but not limited to any knowledge transfer and serving the notice period conditions).
- (iii) Notwithstanding the aforesaid or anything else to the contrary, the Company may suspend, dismiss, discharge or terminate your employment with immediate effect by a notice in writing (without salary in lieu of notice), in the event of (i) fraudulent, dishonest or undisciplined conduct by you, (ii) you committing a breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to the Company's asset/property, (iii) your insubordination or failure to comply with the directions given to you by persons so authorized, (iv) your insolvency or conviction for any offence involving moral turpitude, (v) your breach of any terms or conditions of this Letter or the Company's policies or other documents or directions of the Company, (vi) you going on or abetting a strike in contravention of any law for the time being in force, (vii) you conducting yourself in a manner which is regarded by the Company as prejudicial to its own interests or to the interests of its clients or (viii) misconduct by you as provided under the labour laws and/or in the Company policies.
- (iv) In the event of willful neglect or breach of any of the terms hereof or refusal on your part to carry out the lawful instructions of any authorized officer of the Company or being guilty of misconduct, the Company may terminate your employment forthwith without notice and with no obligation to pay you any compensation.
- (v) In case you absent yourself from duty continuously, without prior authorization, for ten (10) consecutive calendar days or more you shall be deemed to have left and relinquished the service on your own accord and such relinquishment of service shall be deemed as a repudiation of your employment. In such circumstances, the Company will have the discretion of (a) adjusting salary against the notice period of such abandonment and recover any outstanding dues towards payable to the Company; and (b) presume that you have voluntarily abandoned the services of the Company and strike off your name from the Company's payroll.

c.) Effects of Cessation of Employment

- (i) Upon cessation of your employment with the Company (whether by virtue of termination/resignation/retirement), you will immediately return to the Company all of the Company's Confidential Information, tools, assets, accessories, formulae, documents, specifications, books etc. in your custody, care of charge and obtain clearance certificate from the relevant person/office/department, on production of which alone your dues, if any, will be settled by the Company, failing which the Company reserves the right to adjust the dues against any amounts payable to you or separately claim the same from you or use available legal remedies to recover the assets or any other amount due to the Company.
- (ii) If any Letter of Authority or Power of Attorney is issued to you, you will undertake to return it on demand or immediately upon cessation of your employment with the Company.
- (iii) Upon cessation of your employment with the Company, the Company may require you to sign appropriate release terms without any additional compensation.

10. LIMITATION OF LIABILITY AND INDEMNITY:

10.1 Neither party shall be liable to the other party for any indirect, incidental, contingent, consequential, punitive, exemplary, special or similar damages, including but not limited to, loss of profits or loss of data, whether incurred as a result of negligence or otherwise, irrespective of whether either party has been advised of the possibility of the incurrence by the other Party of any such damages.

10.2 The Company's liability arising out of or in connection with this Letter, whether based in contract, tort (including negligence and strict liability) or otherwise, shall not exceed the amount paid by the Company to you for a period of three (3) months preceding the cause of action.

10.3 Notwithstanding anything to the contrary contained herein, you shall indemnify and keep indemnified the Company, its directors,



officers and employees from and against all claims, demands, actions, suits and proceedings (including any losses, damages, costs, charges and expenses), whatsoever that may be brought or made against the Company by any third party as a result of any act or omission, non-performance or non-observance by you of any of the terms and conditions of this Letter and/or arising from your failure to comply to any statute or enactment/s (including but not limited anti-bribery laws and data protection laws).

11. MISCELLANEOUS:

11.1 **Notice:** All notices to you in relation to your employment shall be in writing and in English language and shall be served either by hand delivery or by sending the same by registered post or by email (as per Company records) or by courier or by speed post addressed to the address mentioned hereinabove. It will be your responsibility to inform the Company of any change in your address and contact details including telephone numbers, personal email addresses etc.

All notices to the Company in relation to your employment shall be in writing and in English language and shall be served either by hand delivery or by sending the same by registered post or by courier or by speed post addressed to the Company's office address referred in the Employment Letter or by email with a physical copy by any of the abovementioned ways.

11.2 **Severability:** The parties acknowledge and agree that if any of the provision of this Letter is deemed invalid, void, illegal, and unenforceable that provision stands severed from this Letter and the remaining provisions of this Letter shall remain valid and enforceable.

11.3 **Publicity:** You shall not use the name and/or trademark/logo of Capgemini, its group companies, subsidiaries or associates before media (irrespective of the form whether print, audio visual, electronic etc.) in any other manner which is detrimental to the interest, image and goodwill of the Company and its affiliates without prior written consent of the Company. In the event you intend to share/disclose article which includes any information about the Company or its affiliates/customers for possible publication or dissemination outside the Capgemini group, you agree to inform the Company and obtain its prior written consent on the article you wish to disclose. Further, you agree to make such modifications/deletions/revisions to the article as are requested by the Company to protect its property/interest/reputation.

11.4 **Non-Disparagement:** During the term of your employment with the Company and at all times thereafter, you will not make any false, defamatory or disparaging statements about the Company, or the employees, officers or directors of the Company that are reasonably likely to cause damage to any such entity or person.

11.5 **Waiver:** No delay or failure of any party in exercising or enforcing any of its rights or remedies whatsoever shall operate as a waiver of those rights or remedies or so as to preclude or impair the exercise or enforcement of those rights or remedies. No single or partial exercise or enforcement of any right or remedy by any party shall preclude or impair any other or further exercise or enforcement of that right or remedy by that Party. Save as expressly provided in this Letter neither party shall be deemed to have waived any of its rights or remedies whatsoever unless the waiver is made in writing, signed by a duly authorized representative of that party and may be given subject to any conditions thought fit by the grantor. Unless otherwise expressly stated any waiver shall be effective only in the instance and for the purpose for which it is given.

11.6 **Integration:** This Letter alongwith its Exhibit constitutes the entire understanding between the parties and supersedes all previous agreements (written or oral) between the Parties in relation to its subject-matter.

11.7 **Survival:** Clauses 5.1, 5.13, 6, 7, 9(c), 10, 11.1, 11.7, 11.8 and 11.9 and any other clause which by its nature is expected to survive shall all survive the expiry/termination (for whatever reason) of the Letter and shall continue to apply.



11.8 Dispute Resolution/Governing Law: The Parties to this Agreement shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. All disputes, differences and/or claims arising out of these presents or as to the construction, meaning or effect hereof or as to the rights and liabilities of the Parties hereunder and which cannot be settled by mutual conciliation shall be referred to Arbitration to be held in Mumbai in English Language in accordance with the Arbitration and Conciliation Act 1996, or any statutory amendments thereof and shall be referred to a sole Arbitrator to be appointed by Capgemini. The award of the Arbitrator shall be final and binding on Parties.
This Letter shall be governed and interpreted in accordance to the laws of India and the courts at Mumbai only shall have exclusive jurisdiction.

11.9 Rights to Injunctive Relief: You hereby expressly acknowledges that any breach or threatened breach by you of any of your obligations set forth in this Letter and/or any of the Company policies may result in significant and continuing injury and irreparable harm to Company, the monetary value of which would be impossible to establish. Therefore, you agree that Company shall be entitled to injunctive relief in a court of appropriate jurisdiction with respect to such provisions.



CONSENT LETTER

For use of Personal Information & Sensitive Personal Data or Information

I, _____ residing at _____, do hereby provide my express consent to my employer, Capgemini Technology Services India Limited, having its registered office at No.14, Rajiv Gandhi Infotech Park, Hinjawadi Phase III, MIDC – SEZ, Village Man, Taluka Mulshi, Pune – 411057, Maharashtra (hereinafter referred to as the "Company", which expression shall unless repugnant to the context or meaning thereof mean and include its successors, nominees, assigns and administrators) as follows:

1. That I acknowledge and provide my consent to the Company to collect, store, process, transfer and share my personal information and sensitive personal data or information and information of my dependents wherever applicable, (including sensitive personal information like bank accounts, PAN, blood group, biometric information, medical record, email addresses etc.) for purposes deemed appropriate by the Company from time to time, including but not limited to:

- a) background verification agencies for the purpose of verifying the information submitted by me basis which I have been made an offer of employment,
- b) payroll processing agencies for processing my payroll (including reimbursement claims),
- c) law enforcement agencies,
- d) to comply with a judicial/quasi judicial order,
- e) auditor (including internal auditors, statutory auditors or Capgemini's clients or their auditor) for the purpose of audit,
- f) insurance companies for the purpose of group insurance, personal accident insurance etc.
- g) service providers providing services for biometric access to office premises for monitoring attendance.
- h) foreign consulates, embassies etc and service providers (including travel agents) for the purpose of processing of visa, work permits etc.

2. Further, I also acknowledge and provide my consent to the Company to transfer and share (within India and outside of India) such information with:

- a.) affiliates of the Company for administrative purposes and/or audit;
- b.) clients/prospects in relation to any staff augmentation assignments.

3. That I agree and confirm that this consent letter shall be construed in accordance with the laws of India and the courts in Mumbai shall have exclusive jurisdiction to adjudicate upon any dispute that may arise in relation to this Consent Letter.

4. That should any provisions of this consent letter be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this consent letter shall not be affected or impaired thereby.

5. I hereby declare that the execution of this consent letter has been done out of my own free will and consent and without any undue force or coercion in any manner whatsoever.

6. I am aware that I have the right to access and rectify my sensitive personal data or information provided to the Company and corresponding obligation to immediately update my sensitive personal data or information in Company's records in the event of any change.

7. I am aware that Company has adopted security practices and procedure to ensure that the information collected is secure and these are available on the Company's intranet.

This consent letter shall come into force immediately upon its execution by me.

Name: _____



Signature
Date:



**QAD INDIA PVT. LTD.**

301, 3rd floor, Techniplex – I, Techniplex complex
Off Veer Savarkar flyover, Goregaon (W)
Mumbai – 400 062
Tel: +91 40989999
<http://www.qad.com>
CIN – U72200MH2005PTC154302

July 23, 2020

Pradnesh Sanjay Jadhav
A-001, Venus Apartment,
Sanghvi Nagar
Mira Road East
Mira Bhayander
Thane
Maharashtra 401107

Internship Letter

Dear Pradnesh,

With reference to your application and the subsequent interviews & discussions we have had, we are pleased to have your services as an **Intern** on a monthly stipend basis. The internship is in the **Service Delivery Technical Team** at QAD India Private Limited. The offer will stand withdrawn and invalid subject to your non-clearance of the final year examination (Full time Graduation/Post-Graduation).

The contract will be for a period of 6 months, commencing from **February 01, 2021** upto **July 31, 2021** at the QAD India office in Mumbai. We will review your progress and based on your performance we will consider your placement as a Graduate Trainee at the end of this period. You shall serve QAD India Private Limited faithfully to the best of your ability and shall, throughout the term of your contract devote your full working time and attention to the business and affairs of QAD India Private Limited as applicable to your specific role and shall use your best efforts to maintain and support our business.

The natures of Internship & Responsibilities are as provided below:

The intern will be provided the following trainings:

1. Soft Skills
2. Progress Technical training
3. Learns technical aspects of QAD and Progress products
4. Learns QAD processes and procedures

After the training is completed, the Intern is expected to work on the following

1. Provide 24*7 support to customers (should be ready to work in shifts)
2. Work on assigned technical support incidents related to core products except system down and critical issues for the first 6 months and later on assigned system down and critical issues too under the supervision of a senior resource.
3. Work on assigned Cloud environment management tasks including user administration, printer administration, batch setup, environment refreshes and basic maintenance window tasks.
4. Monitoring of alerts for all customer environments.

1 Monthly Stipend

You will be paid a monthly stipend of Rs 18,300 which would be subject to deduction of professional tax as applicable.

2 Termination Notice

During this period either party may terminate the contract by giving one (2) week's prior written notice or pay money in lieu of notice and the Company reserves the right of payment in lieu of notice.



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3 Normal Working Hours

The working hours are a 9 hour work shift inclusive of a 1 hour period to accommodate all breaks. The normal working hours of QAD India are 9:00 am to 6:00 pm. You will be required to work outside these hours in order to fulfill the obligations of your position. As a part of your role & team requirement, you are required to work in 24/7 shifts, including weekends.

4 Commitment

During the period of your contract with the Company you will devote yourself wholly to the work of the Company and shall not be engaged in or carry on any other work or business.

5 Holidays

You are entitled to official holidays as announced by the Company. Any time off from work may be taken only against prior sanction from your reporting Supervisor and will be deducted from your stipend on a pro rated basis.

6 Confidentiality

6.1. Definition. As used in this Agreement, “Proprietary Information” means any information (including any formula, pattern, compilation, device, method, technique or process) that derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use, and includes information of QAD, its customers, suppliers, joint ventures, distributors and other persons and entities with whom QAD does business. Examples of Proprietary Information may include, without limitation, methods of doing business, pricing structures, clients and potential clients, budgets, financial, sales or services information, forecasts, plans, software, and/or software design, use, documentation, performance, or implementation information.

6.2 You acknowledge that QAD possesses and will continue to develop and acquire valuable Proprietary Information, including information that you may develop or discover as a result of your contract with QAD. You acknowledge that Proprietary Information is the product of a material investment of QAD time, effort, and money and is a valuable asset of QAD. The value of the Proprietary Information depends on it remaining confidential. QAD depends upon you to maintain that confidentiality and you accept that position of trust.

6.3 You shall not disclose, or use, in any manner, directly or indirectly, any Proprietary Information either during the term of this Agreement or at any time thereafter, except as required in the course of assignment with QAD. You agree to cooperate with QAD and to use best effort to prevent the unauthorized disclosure, use or reproduction of all Proprietary Information.

7 Assignment of Proprietary Interest

7.1 To the fullest extent permitted by law, you hereby assign and transfer to QAD on a worldwide basis any and all inventions, discoveries, improvements, or creations (collectively “Creations”) which You have conceived, or made, or may conceive or make, during the period of assignment in any way reasonably connected with QAD’s business except as provided in paragraph 8 below. Such Creations shall be the sole and exclusive property of QAD. You agree that all copyrightable works created by yourself, or under QAD’s direction, in connection with QAD’s business are “works made for hire” and shall be the sole and complete property of QAD and that any and all intellectual property rights including but not limited to, copyrights to such works shall belong to QAD. To the extent such works are not deemed to be “works made for hire”. You hereby assign on a worldwide basis all proprietary rights, including copyright, in these works to QAD without further compensation.



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- 7.2 QAD agrees that You has no obligation to assign any of rights in a Creation to QAD if no equipment, supplies, facility, or Proprietary Information of QAD was used in the development of the Creation, and if the Creation was developed entirely on your own time, and if the Creation does not relate to the current or reasonably anticipated future business of QAD.
- 7.3 Under the obligation set forth in section above , You agree to: (i) disclose promptly to QAD all such Creations which you have made, or may make, solely, jointly, or commonly with others, (ii) assign all such Creations to QAD, and (iii) assist QAD including executing and signing any and all applications, assignments, or other instruments which QAD may deem necessary in order to enable QAD, at its expense, to apply for, prosecute, and obtain copyrights, patents, or other proprietary rights in the United States and foreign countries or in order to transfer to QAD all right, title and interest in said Creations and to protect the same against infringement by others.
- 8 **Ownership and Return of Tangible Items**
All tools, equipment, furniture, documents, computer media, software or other items purchased, leased, or otherwise acquired or created at QAD's expense are and shall remain the exclusive property of QAD and shall be used exclusively for the benefit of QAD. Such material or items shall not be removed from the premises of QAD except as necessary to further QAD's business. Any material or item removed shall be promptly returned to QAD by you upon request of QAD but not later than the expiration or termination of the your assignment with QAD.
- 9 **Solicitation of Customers and Yourself**
During the term of this Agreement you shall not call on, solicit, interfere with or attempt to entice away, either directly or indirectly, any QAD employee, client, supplier, partner, or distributor, either for your own benefit or purposes, or for the benefit or purposes of any other person, partnership, corporation, firm, association, or other business organization, entity or enterprise.
- 10 **Successors and Assigns**
- 10.1 QAD shall have the right to assign this Agreement to any of QAD's subsidiaries, affiliates, or successors including any corporation which may acquire all or substantially all of QAD's stock, assets or business, or with, or into which QAD may be consolidated, merged or reorganized.
- 10.2 The parties hereto agree that your services are personal and that this Agreement is executed with respect thereto. This Agreement shall not be assignable by yourself but shall be binding upon the heirs, administrators, and your executors.
- 11 **Miscellaneous**
- 11.1 **Severability.**
In the event that any of the provisions of this Agreement shall be held to be unenforceable or invalid, in whole or in part, that provision, to the extent enforceable, and all other provisions, shall continue to be valid and enforceable as though the unenforceable or invalid part had not been included in this Agreement.
- 11.2 **Entire Agreement.**
This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof only, and no other representation, warranties, or agreements whatsoever have been made to you not contained herein. This Agreement shall not be modified or amended except by another instrument in writing executed by the parties hereto. This Agreement may be executed in counterpart. This Agreement shall be deemed effective as of the state of your contract with QAD.



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12 Waiver

The failure of QAD to insist upon the strict performance of the covenants and conditions contained herein shall not be deemed a waiver of the right of QAD to insist upon the strict performance of such covenants or conditions at any other time.

13 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of India, and without the aid of any canon, custom, or rule of law requiring construction against the draftsman.

14 Agreement Read, Understood, and Fair

You have carefully read and considered all provisions of this Agreement and agree that all of the restrictions set forth are fair and reasonable and are reasonably required for the protection of the interests of QAD.

This letter supersedes all prior verbal/written agreement and the contract is subject to the outcome of the reference checks. In addition, any false or misleading information given in your resume, application or interview(s) may result in termination of contract without compensation.

It is not the intent of this Agreement to address all issues which may be considered in your assignment. It is to be understood that the Company policies and procedures shall apply for any elements not outlined in the context of this Agreement. However, we would like to emphasize that all of us tend to provide what is needed to get the job done. As an expanding company, QAD India Private Limited offers challenges and a wide variety of professional growth opportunities.

We believe QAD India offers a working environment in which you would enjoy contributing your own talent and experience. We look forward to having an opportunity to work with you.

If you find the foregoing terms consistent with your understanding, please sign two copies of the same and return one copy for my action. Please submit the list of documents (Appendix attached) on joining the company.

We are confident that the professional challenge and work environment will be of great attraction and we hope to have a mutually beneficial relationship. We look forward to having you join us and would appreciate you signing the copy of this letter and returning it to us as a token of your acceptance.

Best Regards,

For QAD India Pvt. Ltd.

DocuSigned by:

Rupali Mahadik

5202C355AC1E4C0...

Rupali Mahadik
Human Resources Manager

July 23, 2020

Date

Accepted By:

Name

Date





QAD INDIA PVT. LTD.

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Information required to be submitted before joining

Acceptance of offer to be submitted on the date of receipt of offer.

To be submitted at least 2 weeks prior to joining

1. References of a minimum of 2 Senior officials (persons you have worked with in the past or working with presently) with their name, designation, email id and contact numbers.
2. A scanned image of your latest photograph
3. Your hobbies and interests
4. Coloured scanned copies of the following attached in separate folders for each category and send via email -
 - a. All educational & professional certificates
 - b. Experience certificates (If applicable)
 - c. IDs like PAN Card, Passport & Aadhar Card.

List of Documents (in Original) to be carried on the Day of Joining

1. One Passport sized photograph.
2. All Educational Mark sheets. (Matriculation onwards).
3. All Educational Certificates. (Matriculation onwards).
4. Professional Qualification Certificates.
5. Relieving letter from present/last employer. (If applicable)
6. Work experience letters of all past employers. (If applicable)
7. Appointment letters given by your current and past employers.
8. Passport
9. Aadhaar Card
10. PAN card.

***All the above mentioned documents should be in Originals for verification purpose and will be returned on the same day. Please do not carry any photocopies.*



Reporting time is 08:45 AM on the date of joining.



HRD/3T/1001863377/21-22

September 8, 2021

Mr. Pranav Mahadeokar
Global City , H Avenue ,
H 19.
Mumbai-401303
India

Ph: +91-7769092556

Dear Pranav,

Welcome to Infosys!

Today, the corporate landscape is dynamic and the world ahead is full of possibilities! None of the amazing things we do at Infosys would be possible without an equally amazing culture, the environment where ideas can flourish and where you are empowered to move forward as far as your ideas will take you.

At Infosys, we assure that your career will never stand still, we will inspire you to build what's next and we will navigate further, together. Our journey of learnability, values and trusted relationships with our clients continue to be the cornerstones of our organization and these values are upheld only because of our people.

We look forward to working with you and wish you success in your career with us.

Warm regards,

RICHARD LOBO
EVP and Head Human Resources - Infosys Limited

Signature Not Verified

Digitally signed by Richard Lobo
Date: 2021.09.08 12:01:33 IST
Reason: Digitally Signed
Location: Bangalore

INFOSYS LIMITED
CIN: L85110KA1981PLC013115
44, Infosys Avenue
Electronics City, Hosur Road
Bangalore 560 100, India
T 91 80 2852 0261
F 91 80 2852 0362
askus@infosys.com
www.infosys.com



HRD/1001863377/21-22

September 8, 2021

Mr. Pranav Mahadeokar
Global City , H Avenue ,
H 19.
Mumbai-401303
India

Ph: +91-7769092556

Dear Pranav,

Congratulations! We are delighted to make you an offer as **Systems Engineer Trainee** and your role is **Systems Engineer** .

Here are the terms and conditions of our offer:

Joining

Your scheduled date of employment with us will be **20-Sep-2021**.

Location

Your location of training is **MYSORE, India** . The location of posting ("work location") would be communicated to you upon successful completion of training. You may be asked to relocate to any of our units, departments or the offices of our affiliates* and/or the offices of our customers, depending on business requirements. In such an event, your remuneration and other benefits shall be determined in accordance with the relevant Policies of the Company in that work location."

Please be advised that you, by accepting this offer, hereby give your irrevocable consent to the above.

** For the purpose of this agreement, "affiliate" means any entity that controls, is controlled by, or is under common control with the First Party. For purposes of this Agreement, "control" means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, whether through ownership of voting securities, by contract or otherwise."*

Training

The training program will consist of classroom/virtual training and on-the-job training. The duration of the classroom/virtual training will be based on the business requirement. Your continued employment with the Company is subject to your meeting the qualifying criteria till the end of the training and successful completion of the training.



Probation and Confirmation

You will be on probation for a period of 12 months from the date of completion of the training and your allocation to Unit. On successful completion of your probation, you will be confirmed as a permanent employee. Your confirmation is also subject to your submitting the documents required by the Company, details of which are enclosed in the Information Sheet in Annexure - IV.

Leave

You are entitled to Earned Leave, right from your date of joining. You will be eligible for 15 working days of earned leave annually, during probation. On confirmation as a permanent employee you will be eligible for 20 working days of leave annually.

Leave is credited on a quarterly basis. The leave eligibility shall begin in the quarter of your joining the Company, on a pro-rata basis. Leave year is the calendar year and not the fiscal year.

An illustration with other relevant information have been given in the Information Sheet. The Company's Policies also provide for Maternity, Paternity and Bereavement Leave. Further details will be provided to you at the time of joining.

Agreement

Our offer to you as **Systems Engineer** is subject to the execution of the Service Agreement. The Service Agreement details the scope, terms and conditions of your employment, the necessary training and the contractual obligations towards Infosys from the date of your joining and up to a period of 12 months from the date of allocation to a Practice Unit. The date of allocation to a Practice Unit is generally the first day of the subsequent month post completion of training. You will be required to complete the formalities on the Service Agreement at the time of joining. Please note, non-execution of the notarized Service Agreement will result in denial of employment with the Company.

Compensation and Benefits

Salary

Your Total Gross Salary during training will be **INR 25,000 per month** and Total Gross Salary post allocation will be **INR 30,000 per month**. The break-up of your salary has been provided in the Compensation Details sheet in Annexure - I and Annexure - II.

Training Performance - linked Incentive

You will be eligible for a Training Performance-linked Incentive (TPI) upon allocation to a Practice Unit, to a maximum of 20% of your Fixed Gross Salary, based on your performance in the training. The details of this scheme will be communicated on your joining. Please refer to the Compensation Details sheet for more details.



Ex - Gratia / Bonus

You will be eligible for an Ex-Gratia/ Bonus payout which is calculated at 20% of the Basic Salary as mentioned in the Compensation Details sheet at Annexure - I of this letter. The mode of payment for Financial Year 2021-22 will be as follows:

95% of the bonus amount mentioned in the Compensation Details sheet will be paid out on a monthly basis. The balance amount will be paid out in the end of the financial year.

Basket of Allowances (BOA)

The Basket of Allowances will be paid to you as part of your salary every month.

You will have the flexibility of choosing the components and amounts under such components as per the options provided to you on the Company Intranet, based on your preferences and income tax plans

National Pension Scheme

We offer all our India based employees the option to contribute towards the National Pension Scheme. This is an optional retirement benefit introduced by the Government of India for all its citizens. It enables accumulation of retirement corpus during active employment with add-on tax breaks. Please refer to the Information Sheet at Annexure - IV for more details.

Insurance

You will be eligible to participate in a Group Health Insurance Scheme. You may choose to enhance the coverage with other participatory optional health insurance plans (Platinum, Gold and Silver). You will be covered by default under the Standard Plan which provides you and your family (your spouse and two children up to the age of 22 years) with a cover of **INR 500,000** per annum.

You will be covered under the Group Life Insurance Scheme, managed by Infosys Welfare Trust which provides you with a total Life Insurance cover of **INR 62,00,000** of which **INR 32,00,000** is covered towards natural death, and **INR 30,00,000** towards an accidental death. All employees become members of Infosys Welfare Trust, by one-time payment of **INR 250** and fixed monthly contribution of **INR 250** .

The details of the Scheme would be available to you when you join the Company.



Notice Period

During the probation period, if your performance is found to be unsatisfactory or if it does not meet the prescribed criteria, your training/employment can be terminated by the Company with one-month notice or salary thereof. On confirmation, you will be required to give three month's notice or salary thereof in case you decide to leave our services, subject to the Company's discretion. Where circumstances make it necessary, the Company will have the discretion to relieve you only at the end of the three months' notice period. Similarly, the Company can terminate your services by giving three months notice or salary thereof.

In the event you do not successfully complete your training, or you are involved in an act that constitutes misconduct, your training/employment can be terminated by the Company with immediate effect without notice.

Background Checks

The Company may, at its discretion conduct background checks prior to or after your expected joining date to validate your identity, the address provided by you, your education details and details of your prior work experience if any, and to conduct any criminal checks. You expressly consent to the Company conducting such background checks. In this connection, you are required to furnish the documents listed in Offer Annexure for India.

If you fail to submit the necessary documents as required by the Company within the specified time period or if the Company is not satisfied, with the outcome of the background checks, the Company, in its sole discretion, reserves the right to withdraw this offer without notice and compensation or to take any appropriate action against you, including, but not limited to termination of your employment.

When a background check raises any concerns regarding any of the details furnished by you and the Company feels the need to further validate such facts, the Company may at its sole discretion, ask you for further information, to substantiate the details that you have earlier provided to the Company, before initiating appropriate action.

Please note that Infosys requires you to furnish a copy of your passport at the time of joining. If you are unable to do so, the Company will initiate a criminal background check.

Other Terms and Conditions

You agree not to undertake employment, whether full-time or part-time, as the Director / Partner / Member / Employee of any other organization / entity engaged in any form of business activity without the consent of Infosys. The consent may be given subject to any terms and conditions that the Company may think fit and may be withdrawn at any time at the discretion of the Company.



Our offer to you as a **Systems Engineer** is conditional upon your having fully completed your graduation/post-graduation, without any active backlog papers and with a pass percentage not lesser than as specified during the selection process. You should also have completed all studies, course requirements and examinations required for the award of the educational qualification recorded by you in your application for employment with Infosys. You will be required to produce all marks sheets and other relevant documents at the time of joining.

You will produce all marks sheets and other relevant documents. All these proofs will need to be submitted on the day of joining. Further, you should have been declared as passed by the relevant examination authority. The determination of the adequacy or authenticity of all or any of the proofs and any condonation of delay in submission of the same will be at the Company's discretion.

You hereby acknowledge and agree to abide by all internal Policies of the Company, which you will be able to access, upon joining, on the Intranet 'Sparsh'. These Policies cover various human resources and administrative topics and procedures. The Company reserves the right to change these Policies at any time in its absolute discretion.

Based on the nature of your work and business requirements, you may be required to work on rotational shifts. If you are required to work on rotational shifts, you will be duly intimated of the change in your shift timings. During rotational shifts, you will continue to be bound by the provisions of the working hour policy of the Company. If the rotational shifts require you to work night shifts, the policy on night shift allowance of the Company (if in force) will be made applicable to you.

You shall be required to sign certain mandatory agreements, including but not limited to the Confidentiality, Intellectual Property Rights, the Code of Business Conduct and Ethics and your employment shall be governed by all the rules and regulations, as amended from time to time, of the Company as applicable to your employment with us. This offer is also conditional upon your acceptance and execution of the Non-Compete Agreement (Annexure-III).

This offer of employment constitutes the entire agreement between you and the Company regarding the terms of your employment and it is the complete, final, and exclusive embodiment of your agreement with regard to this subject matter and supersedes any other promises, warranties, representations or agreements, whether written or oral. It is entered into without reliance on any promise or representation other than those expressly contained herein, and it cannot be modified or amended except in writing signed by an authorized officer of the Company.

If any of the terms or conditions of this offer are found to be illegal or unenforceable, such terms shall be treated as severable from the rest of the terms and conditions of this offer and the remaining terms and conditions shall continue in force.

This agreement shall be governed by the laws of India and you hereby agree to the exclusive jurisdiction of the courts in Bangalore, India.





Offer: Computer Consultancy
Ref: TCSL/DT20195643201/Mumbai
Date: 13/09/2019

Mr. Pratik Laxman Gawad
Kesherinath Chaudhari Chawl, Room No.4, Chawl No.1 Near Balaji Hospital,
Opposite Railway Bridge,
Mumbai-401305,
Maharashtra.
Tel# -

Dear Pratik Laxman Gawad,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade Y. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹3,36,875/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of ₹10,200/- per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. House Rent Allowance (HRA)

Your HRA will be ₹4,080/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. Personal Allowance

You will be eligible for a monthly personal allowance of ₹7,570/- per month. This component is subject to review and may change as per TCSL's compensation policy.

4. Food Card

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB

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amount between the components as per your tax plan, once you join TCSL.

PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

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HIS offers the following benefits:

1. Basic Cover

- i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.
- ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

- i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.
- ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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RETIRALS

Provident Fund

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. Pre requisites for Joining

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.



8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

12. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the

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said terms and conditions in case of deputation on international assignments.

13. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

14. Notice Period

During your tenure with TCSL, either you or TCSL may terminate your traineeship / employment under this Agreement by providing 90 days written notice. The company reserves the right, to ask you to complete the notice period or adjust the earned vacation in lieu of entire or partial notice period. If your services, behaviour and/ or performance are not found satisfactory, TCSL may terminate your services by giving notice as mentioned herein above. No notice or payment in lieu thereof shall be applicable if your services are discontinued/terminated on account of any misconduct either during your traineeship period or upon completion of the traineeship period.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

15. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

16. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

17. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

18. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external



background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

19. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)
- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
 - *There is no criminal offence registered/pending against you
 - *There is no disciplinary case pending against you in the university
- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below

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documents

- *PAN Card (Permanent Account Number)
- *Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
- *Passport
- *NSR E-Card

20. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

21. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

22. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

23. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms



GROSS SALARY SHEET

Annexure 1

Name	Pratik Laxman Gawad
Designation	Assistant System Engineer-Trainee
Institute Name	Others

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	10,200	1,22,400
Bouquet Of Benefits #	13,000	1,56,000
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,224	14,688
Gratuity	490	5,887
Total of Annual Components & Retirals	1,715	28,475
Retention Incentive	NA	0
TOTAL GROSS	27,415	3,36,875
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Programme.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Programme.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	4,080	48,960
Leave Travel Assistance	850	10,200
Food Card	500	6,000
Personal Allowance	7,570	90,840
GROSS BOUQUET OF BENEFITS	13,000	1,56,000

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Annexure 2

Ahmedabad Lead – ILP Tata Consultancy Services Limited, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	Bangalore Lead – ILP Tata Consultancy Services Limited, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR Lead – ILP Tata Consultancy Services Limited, Barabati, IRC Block, Ground Floor, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	Chennai Lead – ILP Tata Consultancy Services Limited, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgaon Lead – ILP Tata Consultancy Services Limited, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	DELHI – Noida Lead – ILP Tata Consultancy Services Limited, Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th floor, Galaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati Lead – ILP Tata Consultancy Services Limited, 5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati - 781006,Assam	Hyderabad Lead – ILP Tata Consultancy Services Limited, Q City, Nanakramguda, Hyderabad,
INDORE Lead – ILP Tata Consultancy Services Limited, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	KOLKATA Lead – ILP Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12, New Town, Rajarhat, Kolkata - 700160, West Bengal OR Auditorium,2nd Floor, Wanderers Building, Delta Park - Lords
KOCHI Lead – ILP Tata Consultancy Services Limited, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	MUMBAI Lead – ILP Tata Consultancy Services Limited, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane West, Thane, Maharashtra - 400606
NAGPUR Lead – ILP Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	PUNE Lead – ILP Tata Consultancy Services Limited, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum Lead – ILP Tata Consultancy Services Limited, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581	



Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



9. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

Candidate ID: 4240797 /588515,

Date of Joining: 01/19/2021,

Joining Location: Mumbai,

Designation: Analyst,

Dear Raj Banwari Vyas,

To ensure that you experience a smooth onboarding, we would like to help you with a brief agenda for your day one at Capgemini.

1.	Welcome Address
2.	Verification of master data sheet, which contains your detailed information.
3.	Verification of joining documents*
4.	Receipt of employee handbook and visitor-cum-bus pass
5.	Submission of signed documents
6.	Receipt of hard copy of offer letter
7.	ID cum access card formalities
8.	Bank account opening formalities
9.	Meeting the buddy

Please report by 8:30 am at Mumbai office, for joining formalities as per the address mentioned below:

Address

CAPGEMINI Knowledge Park, IT 1 / IT 2, TTC Industrial Area, Thane-Belapur Road,
Airoli, Navi Mumbai, Maharashtra - 400708



Please carry a complete set of original and photocopied documents (2 sets) as specified below.

1.	Hard copy / email copy of Capgemini offer letter shared with you
	<p>Employment Documents:</p> <p><u>Current Employment(Immediate Previous)</u></p> <p>a) Relieving letter /Experience Certificate(if both these documents are not there, Resignation Acceptance Resignation acceptance mail is mandatory/Automated Copy of email resignation/Approved mail resignation (mentioning of last working day from the HR is mandatory)</p> <p>2. b) Payslips for last 3 months</p> <p>c) Form 16</p> <p>d) Salary Account 6 months Bank Statement</p> <p>e) Letter of appointment/Offer letter from employer which captures start date</p> <p><u>Previous Employment</u></p> <p>Service/Relieving Certificate all employments- Mentioning date of joining ,designation and last working day</p>
3.	<p><u>Education Documents</u></p> <p>a) 10 Marksheet and certificate.</p> <p>b) 12th marksheet and Certificate.</p> <p>c) Graduation Marksheets and certificate/Diploma certificate.</p> <p>d) Post-Graduation Marksheets and degree certificate(If applicable)</p> <p>e) Any other relevant certificate</p>
4.	<p><u>Proof of identity/ Address</u></p> <p>a) PAN Card</p> <p>b) AADHAR Card</p> <p>c) Passport</p> <p>In case any of the proof of Identity/Address mentioned above not available then any TWO of the below proofs</p> <p>i) Voters Id</p> <p>ii) Driving License</p> <p>iii) Ration card</p> <p>iv) Electricity Bills</p> <p>v) Gas card</p> <p>vi) Notarized Self Affidavit</p>
5.	Passport size photographs(6 nos)
6.	<p><u>Self Employed/CO-owner/Freelancing/ Partnership employment(s)(if applicable)</u></p> <p>a) Form 16/Form 26AS</p> <p>b) Bank statement for 6 months</p> <p>c) Shop License</p>
7.	Cancelled Cheque of Saving Bank Account having IFSC Code details - Mandatory
8.	Details of your Provident Fund, Employees' Pension Scheme and Universal Account Number, if earlier member PF/EPS scheme Mandatory.



Please note that Capgemini may ask you to submit additional documents as and when required, especially with respect to the Background verification process.

In the absence of the above listed documents your onboarding may be delayed or deferred.

Kindly note:

- Capgemini has a dress code policy and you need to always dress in formal attire.
- If you are driving to office on the first day, please ensure you are there by 8:15AM, and contact security at the main gate for your entry pass.

Best Regards,
Team HR

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EMPLOYMENT OFFER LETTER

Capgemini Ref: 4240797 /588515,

01/07/2021,

Raj Banwari Vyas
G/101,sneha nagar,agashi road,
Mumbai ,Maharashtra,
India

Confidential

Dear Raj Banwari Vyas,

Pursuant to our discussions, we are pleased to offer you employment opportunity, on probation basis, with **Capgemini Technology Services India Limited ('Capgemini' or 'Company')** starting from **01/19/2021** (or such other date as may be communicated to you by the Company), as per details given below.

A) Your current designation will be **Analyst/A4**

B) You will be required to work at the Company's offices in location **Mumbai**

C) On joining you will be under probation for 6(six) months from the date of joining. During this period your all-inclusive Annual target compensation (on a cost to company basis) will be **INR 300,002.00 (Rupees Three Lakh and Two only)**. Please refer **Annexure-A** for details. Subsequent to your successful completion of training and probation after six months from your date of joining, your all-inclusive annual target compensation (on a cost to company basis) will be revised to **INR 380,006.00 (Rupees Three Lakhs Eighty Thousand and Six only)**. Please refer **Annexure -B** for details.

Your compensation shall be paid on a monthly basis, in arrears. The company shall deduct tax at source at the time of making payment.

The breakup of your all-inclusive annual target compensation is as follows:



Annexure - A

Raj Banwari Vyas

Analyst

Total Cost to Company (CTC).

Rs.300,002.00

Monthly Components	Per Month	Annualized
Basic	Rs 10,000.00	Rs 120,000.00
House Rent Allowance	Rs. 4,005.00	Rs 48,060.00
Other Reimbursements & Allowances#	Rs. 0.00	Rs.0.00
Personal Allowance	Rs. 5,000.00	Rs. 60,000.00
Advance Statutory Bonus	Rs. 3,064.00	Rs. 36,768.00
Gross monthly salary	Rs.22,069.00	Rs. 264,828.00
Statutory payments ++		
Capgemini's contribution to PF ++	Rs.1,800.00	Rs.21,600.00
Gratuity (accrual only)		Rs.5,772.00
Total Fixed Compensation		Rs.292,200.00
Total Cash Compensation		Rs.292,200.00
Benefits		
Medical, Accident & Life Insurance Premium		Rs. 7,802.00
Capgemini contribution to ESI		Rs.0.00
Total Cost to Company		Rs. 300,002.00



Total Cost to Company		Rs. 300,002.00
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Annexure - B

RajBanwari Vyas

Analyst

Total Cost to Company (CTC).

Rs.380,006.00

Monthly Components	Per Month	Annualized
Basic	Rs.10,860.00	Rs.130,320.00
House Rent Allowance	Rs.5,430.00	Rs.65,160.00
Other Reimbursements & Allowances#	Rs.5,201.00	Rs.62,412.00
Personal Allowance	Rs.4,140.00	Rs.49,680.00
Advanced Statutory Bonus	Rs.3,064.00	Rs.36,768.00
Gross monthly salary	Rs.28,695.00	Rs.344,340.00
Statutory payments ++		
Capgemini's contribution to PF ++	Rs.1,800.00	Rs.21,600.00
Gratuity (accrual only)	Rs.522.00	Rs.6,264.00
Total Fixed Compensation	Rs.31,017.00	Rs.372,204.00
Special Incentives##	Rs.0.00	Rs.0.00
Total Cash Compensation	Rs.31,017.00	Rs.372,204.00
Benefits		
Medical, Accident & Life Insurance Premium		Rs.7,802.00
Capgemini contribution to ESI		Rs.0.00



Total Cost to Company		Rs.380,006.00
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You may choose any of the following optional instruments that are a part of the Other Allowance & Reimbursements. Balance amount that is not claimed will be paid as Taxable on monthly basis after withholding taxes. For details on claiming these instruments please check the Other Allowance and Reimbursements FAQ and Claim Forms.

Other Allowance & Reimbursements	Annualized
Telephone	19,800.00
LTA	60,000.00
Meal Coupons	24,000.00
Vehicle Reimbursement	21,600.00

Notes:

1. The payroll processing will be as per Company policy notified from time to time.
2. Employees should decide on the Other Allowances and Reimbursements (OAAR) at the time of joining; any changes will be accepted as per Company policy applicable from time to time.
3. For claiming tax benefit in case of admissible allowances and reimbursements (eg. LTA, telephone etc), you will have to submit supporting (bills) to the Company's satisfaction along with the reimbursement claim form in the prescribed format and within the timeline stipulated by the Company. The reimbursements will be processed as per the applicable Company's policies, which are subject to change without notice. The payments described above will not be further grossed up for taxes and you will be responsible for the payment of all taxes due with respect to such payments, which will be deducted at source as per the applicable law. In case of any under-withholding, you shall be responsible to pay the necessary tax and any interest/penalty thereon.
4. In cases where Permanent Account Number (PAN) is not produced, highest tax rates will apply to all amounts on which tax is deductible at source under the applicable tax law.
5. The Company reserves the right to change the compensation structure and/or the compensation components from time to time.

++ These statutory payments are included based on current applicable practice and law and are subject to changes based on changes in law from time to time. Also, please further note, that any changes /modification to statutory payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However, Company shall endeavor to inform you, via separate email communication, about any changes/ modification to statutory payment.

++ Employee's contribution towards PF and ESI will be made from the monthly salary. If employee moves out of ESI coverage on account of his/her salary crossing the defined threshold, deduction of employer and employee's contribution would continue up to the ESI contribution cycle defined by law.

** This is the maximum limit you are eligible for. You may choose any of the following optional components under 'Other Allowance & Reimbursements' Non taxable components (except Meal Coupons) would be paid based on a claim by employee through payroll. Taxable component would be paid on a monthly basis. All payments will be based on Company's policies.



D.) The following elements are included in the compensation package stated above:

1. Provident Fund- You will be covered under the Capgemini Technology Services India Limited Employees' Provident Fund (PF) scheme wherein, the Company will contribute towards PF at the statutory rate as may be defined by the government from time to time. Your contribution and the Company's contribution have been included as a part of the above-mentioned compensation.
2. Gratuity- Upon cessation of employment after completion of continuous service of at least five (5) years with the Company, you will be eligible for gratuity as per the Payment of Gratuity Act. The amount towards gratuity accrual forms a part of the above-mentioned compensation.
3. ESIC- In the event you are eligible, you will be covered under the Employees' State Insurance Act wherein, the Company will contribute towards ESIC at the statutory rate. Your contribution and the Company's contribution form a part of the above-mentioned compensation.

NOTE:

- a.) All statutory payments are demonstrated based on current applicable practice and law and may be subject to changes based on changes in law from time to time. Further, any changes/modification to statutory payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However, Company shall endeavor to inform you, via separate communication, about any changes/modification to statutory payment.

E.) As an employee of the Company, you shall be entitled to the following benefits subject to any change made by the Company from time to time:

1. Group Medical Insurance- In accordance with the Company's policy, you and your immediate family (as defined in the Company's policy) shall be covered under the Medical Insurance policy held by the Company. Additionally, if you are required to travel abroad, you may be covered under the Company's Overseas Medical Insurance Policy.
2. Group Personal Accident Insurance- You shall be covered under the Personal Accident Insurance Policy held by the Company.
3. Group Term Life Insurance- You shall also be covered under the Group Term Life Insurance Policy held by the Company.
4. Transport Facility- Bus transport facility may be available, by paying nominal charges as per Company's policy, on various routes at different Company locations. If you opt for the facility, the applicable charges will be deducted from your salary in the monthly payroll.
5. Annual Leave/Public Holidays- You will be eligible for annual leaves and public holidays as determined by the Company's Leave Policy which is subject to change from time to time.

If you become indebted to the Company for any reason, the Company may, if it so elects, set off any sum due to the Company from you against the compensation payable to you and collect any remaining balance from you.



F.) Probationary Period:

1. You will be on probation for a period of six months from your date of joining the Company and continuity of your employment with the Company is dependent on confirmation of your employment. The Company reserves the right to revise the probation period depending on your performance and/or other consideration.
2. At any time during your probation period the Company may confirm your employment by way of a written communication, if your performance is found to be satisfactory. Your probation shall be deemed extended, for a period not exceeding 30 days, in a situation where you do not receive the aforesaid written communication from the Company.

G.) Performance Review: You will be eligible to participate in Company's performance review process as per Company policy.

H.) Conditions of hire:

1. Your employment with the Company will be subject to the following pre-conditions:
 - a. You will submit relevant documents as mandated by the Company;
 - b. You obtain requisite certification or complete mandated assessments which are basis for offering you employment opportunity with the Company;
 - c. You obtain a clear discharge and/or relieving letter from your most recent employer (prior to joining the Company). Nevertheless you must submit a clear discharge and/or relieving letter within fifteen (15) days of joining the Company;
 - d. You represent that acceptance of employment with the Company does not breach any terms/provisions of your previous employment agreement or any other agreement to which you are bound.
 - e. You acknowledge that the Company has offered you employment based on the fact that there are no pending claims, actions, suits or proceedings against you which might reasonably be expected to have an adverse effect on your ability to perform your duties hereunder and/or upon the Company.
 - f. You provide two satisfactory references, one being from your most recent employer (prior to joining Capgemini);
 - g. Your background verification check (including address, academics, employment, criminal etc as applicable) conducted by the Company is cleared; and
 - h. You represent that you have not been involved in any fraud, unethical and/or immoral acts, departmental inquiry in your previous employment(s) and/or been part of any pending investigation (whether judicial, quasi-judicial or otherwise) which you have not disclosed from the Company prior to your joining.
 - i. Your employment shall be subjected to the below-mentioned additional terms and conditions.
 - a. You should clear the final degree examination and submit your degree marks sheet and/or certificate, as a proof of



a.You should clear the final degree examination and submit your degree marks sheet and/or certificate, as a proof of passing. In the event you fail to clear the final examination in the first attempt or fail to submit the proof of the same by 30-January-2021, our Offer shall stand automatically revoked or otherwise your employment with the Company shall cease immediately without any further obligation or liability upon the Company.

b.You will be required to clear the mandatory Entry Level Certification Training Test of the Company in the first attempt. The details of the mandatory certification and the test will be communicated to you upon your joining the Company. If you do not successfully clear such test, your employment with the Company shall cease immediately without any further obligation or liability upon the Company.

c.As a condition of your employment with the Company, you will be required to undergo certain specialized training, certification and/or skill up gradation, at the cost, resource and expense of the Company. In consideration thereof, you shall be required to sign a training agreement or service agreement with the Company, and inter alia provide a commitment to work for the Company for 24 months, failing which there would be certain monetary liabilities that you would need to bear. Prior to acceptance of our Offer, you may request HR Department for more details in this respect including draft of such an agreement, for your review.
You fill the complete Back ground verification link given along with the welcome mail of the offer.

j. You have achieved minimum 60% aggregate in all semesters of your graduation.

k. You submit the following mandatory documents before the date of joining..

1. Highest Degree/Provisional Certificate and Final year Mark sheet.

2.In case you do not have the Education documents on the Day of joining, you should submit the same to the HR not later than 3 months from Date of Joining.

l. You will join our Fresher training and for successful completion of training you will be evaluated upon defined parameters and will be required to score a minimum percentage. Details pertaining to fresher training will be provided to you separately at the time of on-boarding.

2. Your employment is inter alia based on the information furnished by you to the Company including declarations and undertakings thereto. If at any time during your employment with the Company, the Company discovers that you have furnished any false, fake, forged information (including documentation) for securing employment with the Company or otherwise, the Company reserves the right to take disciplinary action against you, including, but not limited to, right to terminate your employment without notice and your employment with the Company will be void ab-initio.

I.) Your employment with the Company will also be governed by the terms and conditions of employment contained in **Exhibit 1** attached hereto.

J.) The Company's address for sending notice in relation to your employment is as below:

Kind Attn: Head - Human Resources

Address: Capgemini Technology Services India Limited,
Capgemini Knowledge Park, IT 3 IT 4, SEZ, Thane-Belapur Rd, TTC Industrial Area, Airoli, Navi
Mumbai, Maharashtra 400708

Email: hremployeeservices.in@capgemini.com



You are required to treat this letter and its contents as strictly confidential and should not disclose the same to any person or entity (except to your advisors, attorneys and accountants, for seeking their advice) without our prior written consent.

At Capgemini, one of our goals is to afford all our people the opportunity to pursue their careers, to achieve their personal best, and to balance their personal and professional goals. Capgemini values your abilities and believes it can provide you with an atmosphere in which you can develop your professional talents to the fullest.

As a token of your acceptance of our offer of employment with the Company, please sign in the space provided below and return a duplication version of this letter immediately to us within fifteen (15) days from the date of this letter. Our offer shall automatically lapse unless (i) you confirm your acceptance of it and return a copy to us within the prescribed time and (ii) you join us on or before your date of joining stated in this Employment Offer Letter.

For Capgemini Technology Services India Limited



Anilkumar Singh
Head - Talent Acquisition & Resourcing

Acceptance

I have read and understood the contents of this Employment Offer Letter and Exhibits hereto (hereinafter 'Letter ') and accept all the terms and conditions of this Letter in its totality. I confirm that there are no other oral/written understandings other than as detailed herein between me and Capgemini Technology Services India Limited.

This Letter supersedes all previous agreements (written or oral) between the parties in relation to the subject-matter. I confirm that I am not breaching any terms or provisions of any prior agreement or arrangement by accepting this offer.

Name: Raj Banwari Vyas

Date: 01/07/2021



EXHIBIT 1

Terms & Conditions of Employment with Capgemini Technology Services India Limited

1. CURRENT WORK LOCATION:

1.1 Capgemini Technology Services India Limited ("**Capgemini**" or "**Company**") may require you to work at other Company locations and/or on customers' sites both, within or outside India. The Company shall seek to give you reasonable notice of extensive travel requirements, and to take into account your personal circumstances where appropriate.

1.2 Depending upon exigencies of business you may be transferred/deputed, at Company's sole discretion, within India or outside by the Company in any capacity as the Company may desire from time to time, from:

- a) one location to another; or
- b) one team/department/account/function/Business Unit to another; or
- c) one project/job to another; or
- d) the Company to any other group entity or affiliate or any other business associate as the Company may deem appropriate from time to time.

1.3 Such transfer/deputation/assignment/relocation shall not entitle you to ask for revision in your salary or any terms or conditions of your service. The Company does not guarantee the continuation of any benefits or perquisite at the new location. In all such cases of transfer/deputation/assignment/relocation you will be governed by the relocation policies and policies of the Company existing at that time. Consequent to such transfer/deputation/assignment/relocation, you will be governed by the terms and conditions of service as applicable to your category of employees in the new location (which includes but is not limited to office days/hours and holidays).

2. DUTIES AND RESPONSIBILITIES:

2.1 You shall devote your skill, knowledge and working time to the conscientious performance of your duties and responsibilities towards the Company. You shall perform your duties with diligence, devotion and discretion. You shall comply with all directions given to you by your reporting manager/supervisor and shall faithfully observe all the rules, regulations and Company policies. Further, the Company may, at any time, in its sole discretion, suitably modify your roles, responsibilities and duties.

3. COMPENSATION:



3.1 Your all-inclusive annual target compensation and corresponding details are provided in the Employment offer letter.

4. TRAINING:

4.1 During the term of your employment, the Company may offer you an opportunity to undergo certain specialized training, certification and/or skill upgradation from time to time, which shall inter alia enhance your career opportunities at the Company and otherwise. In case you accept the Company's offer for training, the Company is likely to incur expenses including in relation to training costs, course fees, recruitment and induction costs, salary and benefits during training period, opportunity loss, etc. Depending on the nature of training/certification and corresponding cost and expenses, the Company may require you to execute training agreement with the Company for a specific period (which will be indicated to you at that time) in consideration of the cost the Company would be incurring for such training/certification. Under such training agreement, you shall agree to inter alia serve a minimum term of employment with the Company, failing which you will be required to reimburse the Company for the cost of training/certification identified in the training agreement and any other costs related to the training/certification.

5. COVENANTS AND REPRESENTATIONS:

5.1 You also agree that during the term of your employment with the Company and for twelve (12) months after the cessation of employment, regardless of the reason of cessation of employment, you will not:

- a.) directly or indirectly, on your own behalf or on behalf of or in conjunction with any person or legal entity, recruit, hire, solicit, or induce, or attempt to recruit, hire, solicit, or induce, any employee of the Company with whom you had dealings, personal contact or supervised while performing your duties or otherwise, to terminate their employment relationship with the Company;
- b.) directly or indirectly, solicit or attempt to solicit business, customers or suppliers of the Company or of its affiliates;
- c.) directly or indirectly, solicit or attempt to solicit or undertake employment with any client of the Company or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company; and
- d.) provide or attempt to provide professional services similar to those provided by the Company to its current or prospective customers, with whom you (i) had business interactions or any other dealings on behalf of the Company during your employment with the Company and/or (ii) had been directly associated with the customer in relation to a project.

5.2 You and the Company acknowledge and agree that the duration and scope of the Covenants contained herein are fair and reasonable. Accordingly, you and the Company agree that, in the event that any of the covenants contained herein are nevertheless determined by a judicial or quasi judicial body to be unenforceable because of the duration or scope thereof, the judicial or quasi judicial body making such determination may reduce such duration and/or scope to the extent necessary to enable such judicial or quasi judicial body to determine that such covenant is reasonable and enforceable, and to enforce such covenant as so amended

5.3 You will also be governed by all applicable rules, processes, procedures, and policies (including but not limited to Information Security Management System (ISMS) policies and procedures, Code of Business Ethics of the Company, which are not specifically mentioned in this Letter. The applicable rules/processes/procedures/policies are available on the Company's Intranet and you are expected to go through the same carefully. For any clarification in relation to applicable rules/processes/procedures/policies, please get in touch with concerned department. If at anytime during your employment with the Company, you are found in violation of any applicable rules, processes, procedures, or policies of the Company, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.



5.4 Capgemini prides itself as a company with the highest order of ethical conduct in its dealings with employees, customers, service provider, agents, governments or any other third party. It is important that you fully understand this philosophy and the relevant policies. If at anytime during your employment with the Company, you are found to be in violation of such policy and/or generally accepted ethical/moral standards, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

5.5 You declare that you are medically fit to carry out the duties expected of you by the Company. You represent that you have no communicable disease and you are not addicted to drugs or any other substance of abuse. During the term of your employment with the Company, you are required to be medically fit to perform the duties assigned to you from time to time. As to whether you are medically fit, is an issue which will be professionally determined by the Company and you shall be bound by such determination. The Company may require you to undergo periodical medical examination as and when intimated to you by the Company.

5.6 You represent that you are not in breach of any contract with any third party or restricted in any way in your ability to undertake or perform your duties towards the Company. You covenant that you will be fully responsible for any personal liabilities that may arise as the result of an agreement or arrangement between you and any third party and that the Company will in no way be concerned with such liabilities.

5.7 You will at all times maintain your ability to be employable and in the event of any change in your personal circumstances resulting in possible alteration to the employability status, you will keep the Company informed in writing about such change.

5.8 During your employment with the Company, to meet the exigencies of business, the Company may require you to (i) work on any project that you are assigned to, on any technical platforms/skills and nature of the project or (ii) work night hours or (iii) work in shifts (including night shifts).

5.9 Regardless of any secondment to any of the Company's affiliated entity/business associate/joint venture or where you may be required to work overseas for any such entity for an extensive period, you shall at all times remain an employee of the Company exclusively and shall not be entitled to any such foreign salary or benefits (including medical insurance, green card sponsorship, etc.) payable or applicable to employees of such other Capgemini entities other than the salary and benefits specified in the Employment Letter and/or the salary and benefits that may be determined by Capgemini and communicated to you in writing.

5.10 Unless specifically authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company. You shall also not enter into any commitments or dealings on behalf of the Company for which you have no express authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company.

5.11 During the period of employment, you agree not to draw, accept or endorse any cheque or bill on behalf of the Company or, in any way, pledge the Company's credit except so far as you may have been authorized by the Company to do so, either generally or in any particular case.

5.12 During the term of your employment, you shall not communicate with the media or with journalists in relation to the Company or its affairs, without obtaining a specific prior written permission from the Company.

5.13 You acknowledge and provide your consent vide Consent Letter for use of personal information including Sensitive Personal Data or Information ("SPDI") to the Company (a) to share your sensitive personal data or information about you and/or your dependents (wherever applicable) provided to the Company with third parties for purposes deemed appropriate by the Company from time to time; (b) to share information about you with affiliates of the Company for administrative purposes/audit and with clients/prospects in relation to any staff augmentation requirements; (c) to treat any personal data to which you have access in the course of your employment strictly in accordance with Company policies and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you. You further acknowledge and consent for use of your personal images and voices in marketing material, videos, etc; and confirm that you have read and understood the Company's Privacy Policy in relation to the collection, processing, use,



storage and transfer of SPDI and you agree to the terms thereof.

5.14 You agree to comply with all laws, ordinances, regulations applicable in relation to your employment with the Company including but not limited to the anti-corruption laws, anti bribery laws such as Prevention of Corruption Act, 1988 of India, the Foreign Corrupt Practices Act, 1977 of the United States and the Bribery Act 2010 of the United Kingdom and/or data privacy laws. Without limiting the generality of the foregoing, you represent and covenant that you have not, and shall not, at any time, during your employment with the Company, pay, give, or offer or promise to pay or give, any money or any other thing of value, directly or indirectly, to, or for the benefit of: (i) any public servant, government official, political party or candidate for political office; or (ii) any other person, firm, corporation or other entity, with knowledge that some, or all of that money, or other thing of value will be paid, given, offered or promised to a public servant, government official, political party or candidate for political office, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with the Company's business.

5.15 You hereby represent to the Company that:

- a.) you are legally permitted to reside and be employed in India;
- b.) you have reviewed these terms and conditions and that you understand the terms, purposes and effects of the same;
- c.) you have accepted these terms and conditions only after having had the opportunity to seek clarifications;
- d.) you have not been subjected to duress or undue influence of any kind to accept these terms and conditions and these terms and conditions will not impose an undue hardship upon you;
- e.) you have accepted these terms and conditions of your own free will and without relying upon any statements made by the Company or any of its representatives, agents or employees; and
- f.) you have all requisite power and authority, and do not require the consent of any third party to accept our offer.

6. CONFIDENTIALITY:

6.1 This is a highly Confidential and Private document. You are required to maintain, at all times, the confidentiality and ensure that the contents or details of this Letter are not shared with anyone.

6.2 You are aware that in the course of your employment with the Company, you shall have access to Confidential Information. "Confidential Information" shall mean and include, but not limited to, proprietary, confidential, sensitive, personal information about inventions, products, designs, methods, know-how, techniques, trade secrets, systems, processes, strategies, software programs, content, data, techniques, plans, designs, programs, customer information, works of authorship, intellectual property rights, customer lists, employee lists and any other personally identifiable information about any employee of the Company or its affiliate or personally identifiable information of its customers or clients of its customers, user lists, vendor lists, content provider lists, supplier lists, pricing information, projects, budgets, plans, projections, forecasts, financial information and proposals, intellectual property, terms of this Letter and any other information which due to the nature or character of such information, any prudent person might reasonably under similar circumstances treat such as confidential or would expect the Company to regard such information as Confidential, all regardless as to whether such information is in written form or electronic form or disclosed orally before or after the date hereof.



6.3 You agree that you may receive in strict confidence all Confidential Information of the Company, its affiliates or its clients or prospective clients of the Company or its affiliates. You further agree to maintain and to assist the Company in maintaining the confidentiality of all such Confidential Information, and to prevent it from any unauthorized use.

6.4 You agree and confirm that, you will, at all times:

- a) maintain in confidence all such Confidential Information and will not use such Confidential Information other than as necessary to carry out the purpose for which it was shared with you;
- b) not disclose, divulge, display, publish, or disseminate any such Confidential Information to any person except with the Company's prior written consent;
- c) treat all such Confidential Information with the same degree of care that you accord to your own confidential information, but in no case less than reasonable care;
- d) prevent the unauthorized use, dissemination or publication of such Confidential Information;
- e) not copy or reproduce any such Confidential Information except as is reasonably necessary for the purpose for which it was shared with you;
- f) not share such Confidential Information with any third party (specifically those person who are in the same field of activities as that of the Company or are in direct or indirect competition to the Company);
- g) not use such Confidential Information in any way so as to procure any commercial advantage for yourself or for any third party or in a manner that is directly or indirectly detrimental to the Company;
- h) neither obtain nor claim any ownership interest in any knowledge or information obtained from such Confidential Information; and
- i) not use or attempt to use any such Confidential Information in any manner that may harm or cause loss or may be reasonably expected to harm or cause loss, whether directly or indirectly, to the Company, its affiliates or its customers.

6.5 All such Confidential Information shall remain the sole and exclusive property of the Company, and no license, interest or rights (including, without limitation, any intellectual property rights) to such Confidential Information, or any copy, portion or embodiment thereof, is granted or implied to be granted. Nothing in this Letter shall limit in any way the Company's right to develop, use, license, create derivative works of, or otherwise exploit its own Confidential Information.

6.6 You shall be under no obligation of maintaining confidentiality of such Confidential Information as per provisions of this clause if the information:

- a) was in your possession before receiving the same from the Company pursuant to this Letter;
- b) is or becomes a matter of public knowledge through no fault of yours; or



- c) is rightfully received by you from a third party without a duty of confidentiality.

6.7 If you are served with a court or governmental order requiring disclosure of any part of such Confidential Information, you shall, unless prohibited by law, promptly notify the Company before any disclosure and cooperate fully (reasonable expense to be borne by the Company) with Company and its legal counsel in opposing, seeking a protective order or limit, or appealing any such subpoena, legal process, request or order to the extent deemed appropriate by the Company.

6.8 Upon cessation of your employment with the Company or on a written request of the Company, whichever is earlier, you shall return or destroy (at the Company's option) any part of such Confidential Information that consists of original, and copies of, source material provided to you and still in your possession and, if requested by the Company, shall provide written confirmation to the Company to that effect.

6.9 You shall not, whether during your employment and/or after cessation of your employment, for whatever reason, use, disclose, divulge, publish or distribute to any person or entity, otherwise than as necessary for the proper performance of your duties and responsibilities under this Letter, or as required by law, any confidential information, messages, data or trade secrets acquired by you in the course of your employment with the Company.

6.10 If you are found to be in breach of this clause, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

6.11 You shall maintain the confidentiality of all price sensitive information and shall handle all such information on a strict 'need to know' basis i.e. disclose only to those within the Company who need the information to discharge their duty. You shall not pass on such information to any person directly or indirectly by way of making a recommendation for the purchase or sale of securities. Further, during your employment, you shall be subject to applicable trading restrictions e.g. when the trading window is closed, you shall not trade in the Company or any of its affiliates' securities during such period.

7. INTELLECTUAL PROPERTY:

7.1 "Intellectual Property Rights" shall mean all industrial and intellectual property rights (including both economic and moral rights), including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, databases, algorithms, manuscripts, computer programs and other software, know-how, trade secrets, proprietary processes and formulae, inventions, trade dress, logos, design and all documentation and media constituting, describing or relating to the above.

7.2 You represent that all services performed by you for the Company shall be your original work and shall not incorporate any third party materials or work in which you or any third party asserts an ownership interest or Intellectual Property Right. Provided that in the event the Company is held liable or is faced with a claim for your violation of any Intellectual Property Rights belonging to a third party, you undertake to indemnify the Company (and/or any of its affiliates, as the case may be) against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court fees resulting there from.

7.3 If at any time during your employment with the Company, you (either alone or with others) whether or not during normal business hours or arising in the scope of your duties of employment make, conceive, create, discover, invent or reduce to practice any invention, modification, discovery, design, development, improvement, process, software program, work of authorship, documentation, formula, data, technique, know-how, trade secret or any Intellectual Property Right whatsoever (including all work in progress) or any interest therein (whether or not patentable or registrable under copyright, trademark or similar statutes or subject to analogous protection) (collectively '**Developments**') that:

- a) relates to the business of the Company (or its affiliate), or to its customers or suppliers, or to any of the products or services being developed, manufactured, sold or provided by the Company (or any of its affiliate) or which may be used in relation therewith;



- b) results from tasks assigned to you by the Company; or
- c) results from the use of premises or personal property (whether tangible or intangible) loaned, eased or contracted for by the Company or its affiliate,

such Developments (including all work in progress) and the benefits thereof shall immediately become the sole and absolute property of the Company, as works made for hire or otherwise, and you shall immediately disclose to the Company, without cost or delay and without communicating to others the same, each such Development and all available information relating thereto (with all necessary plans and models).

7.4 You hereby irrevocably, absolutely and perpetually assign any and all rights (including any Intellectual Property Rights) you may have or acquire in the Developments and all benefits and/or rights resulting there from to the Company and its assigns without additional compensation on worldwide basis. You acknowledge that the salary and other payments receivable by you from the Company is adequate compensation for such assignment. You hereby waive and quitclaim to the Company any and all claims of any nature whatsoever that you may now have or may hereafter have in and to the Developments (including all work in progress).

7.5 All such assignment of rights shall be perpetual irrevocable, universal and shall not lapse, even if the Company fails at any time to commercially exploit any such Developments. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, any assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to you, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. You hereby agree to waive any right to and refrain from raising any objection or claims to the Copyright Board with respect to any assignment, pursuant to Section 19A of the Copyright Act, 1957. You further agree to assist and cooperate with the Company in perfecting the Company's rights in any of the Developments.

7.6 Any assignment of copyright hereunder (and any ownership of a copyright as a work made for hire) includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as 'moral rights' (collectively '**Moral Rights**'). If, you are deemed under applicable law to retain any rights in any Developments, including without limitation any Moral Rights, you hereby waive, and agree to waive, all such rights. To the extent that such waivers are deemed unenforceable under applicable law, you grant, and agree to grant, to the Company or its assigns the exclusive, perpetual, irrevocable, universal and royalty-free license to use, modify and market the Development, without identifying you or seeking your consent.

7.7 If you are not employed with the Company at the time when the Company requests your assistance in connection with the foregoing, the Company will pay you for your reasonable time expended in complying with the above terms at an hourly rate equal to the effective hourly rate at which you were paid the Company immediately prior to your termination as an employee.

7.8 Should the Company be unable to secure the signature on any document necessary to apply for, prosecute, obtain, protect or enforce any Intellectual Property Rights, due to any cause, you hereby irrevocably designate and appoint the Company and each of its duly authorized officers and agents as your agent and attorneys to do all lawfully permitted acts to further the prosecution, issuance, and enforcement of the Intellectual Property Rights or protection in respect of the Developments, with the same force and effect as if executed and delivered by you.

7.9 Notwithstanding the foregoing, you will also be bound by Capgemini's policy with respect to Intellectual Property.

8. CONFLICT OF INTEREST:

8.1 During your employment, you will not, directly or indirectly, whether alone or as a partner joint venture, officer, director, employee, consultant, agent, independent contractor or stockholder of any company, business or other commercial enterprise: (i) engage in any business activity similar in nature to any business conducted or planned by the Company, or (ii) compete in any way with products or



services being developed, marketed, distributed or otherwise provided by the Company.

8.2 You shall not undertake, whether directly or indirectly any full time or part time employment or operate or manage business of any kind whatsoever, so long as you are in employment with the Company.

8.3 During your employment if you become aware of any potential or actual conflict between your interests and those of the Company, then you shall immediately inform the Company about such conflict. Where the Company is of the opinion that such a conflict does or could exist, it may direct you to take appropriate action(s) to resolve such a conflict, and you shall comply with such instructions.

8.4 During the course of your employment, you shall not, either directly or indirectly, receive or accept for your own benefit or the benefit of any person or entity other than the Company any gratuity, emolument, or payment of any kind from any person having or intending to have any business with the Company.

8.5 To perform your duties towards the Company, you will have access to email, internet, Company assets (desktop, laptop, mobile phones etc.) and other Company infrastructure. You shall ensure that at all times your use of such facilities meets the ethical and social standards of the workplace. Further, your use of such facilities must not interfere with your duties and must not be illegal or contrary to the interests of the Company.

9. RETIREMENT/TERMINATION:

a.) Retirement

- (i) You will automatically retire from employment with the Company on the last day of the month in which you complete sixty (60) years of age. It is hereby clarified that the Company reserves it right to change the retirement age.

b.) Notice Period/Termination

- (i) During the probation period, your employment with the Company may be terminated (i) by you, upon giving the Company three months' written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you two months' written notice or payment of gross salary in lieu thereof.

Upon confirmation, your employment with the Company may be terminated (i) by you, upon giving the Company three months' written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you three months' written notice or payment of gross salary in lieu thereof.

- (ii) Notwithstanding anything to the contrary, the Company reserves the right to relieve you from services of the Company only upon your satisfactory handover of all the duties and responsibilities assigned to you (including but not limited to any knowledge transfer and serving the notice period conditions).
- (iii) Notwithstanding the aforesaid or anything else to the contrary, the Company may suspend, dismiss, discharge or terminate your employment with immediate effect by a notice in writing (without salary in lieu of notice), in the event of (i) fraudulent, dishonest or undisciplined conduct by you, (ii) you committing a breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to the Company's asset/property, (iii) your insubordination or failure to comply with the directions given to you by persons so authorized, (iv) your insolvency or conviction for any offence involving moral turpitude, (v) your breach of any terms or conditions of this Letter or the Company's policies or other documents or directions of the Company, (vi) you going on or abetting a strike in contravention of any law for the time being in force, (vii) you conducting yourself in a manner which is regarded by the Company as prejudicial to its own interests or to the interests of its clients or (viii) misconduct by you as provided under the labour laws and/or in the Company policies.
- (iv) In the event of willful neglect or breach of any of the terms hereof or refusal on your part to carry out the lawful instructions of any authorized officer of the Company or being guilty of misconduct, the Company may terminate your employment forthwith



without notice and with no obligation to pay you any compensation.

- (v) In case you absent yourself from duty continuously, without prior authorization, for ten (10) consecutive calendar days or more you shall be deemed to have left and relinquished the service on your own accord and such relinquishment of service shall be deemed as a repudiation of your employment. In such circumstances, the Company will have the discretion of (a) adjusting salary against the notice period of such abandonment and recover any outstanding dues towards payable to the Company; and (b) presume that you have voluntarily abandoned the services of the Company and strike off your name from the Company's payroll.

c.) Effects of Cessation of Employment

- (i) Upon cessation of your employment with the Company (whether by virtue of termination/resignation/retirement), you will immediately return to the Company all of the Company's Confidential Information, tools, assets, accessories, formulae, documents, specifications, books etc. in your custody, care of charge and obtain clearance certificate from the relevant person/office/department, on production of which alone your dues, if any, will be settled by the Company, failing which the Company reserves the right to adjust the dues against any amounts payable to you or separately claim the same from you or use available legal remedies to recover the assets or any other amount due to the Company.
- (ii) If any Letter of Authority or Power of Attorney is issued to you, you will undertake to return it on demand or immediately upon cessation of your employment with the Company.
- (iii) Upon cessation of your employment with the Company, the Company may require you to sign appropriate release terms without any additional compensation.

10. LIMITATION OF LIABILITY AND INDEMNITY:

10.1 Neither party shall be liable to the other party for any indirect, incidental, contingent, consequential, punitive, exemplary, special or similar damages, including but not limited to, loss of profits or loss of data, whether incurred as a result of negligence or otherwise, irrespective of whether either party has been advised of the possibility of the incurrence by the other Party of any such damages.

10.2 The Company's liability arising out of or in connection with this Letter, whether based in contract, tort (including negligence and strict liability) or otherwise, shall not exceed the amount paid by the Company to you for a period of three (3) months preceding the cause of action.

10.3 Notwithstanding anything to the contrary contained herein, you shall indemnify and keep indemnified the Company, its directors, officers and employees from and against all claims, demands, actions, suits and proceedings (including any losses, damages, costs, charges and expenses), whatsoever that may be brought or made against the Company by any third party as a result of any act or omission, non-performance or non-observance by you of any of the terms and conditions of this Letter and/or arising from your failure to comply to any statute or enactment/s (including but not limited anti-bribery laws and data protection laws).

11. MISCELLANEOUS:

11.1 Notice: All notices to you in relation to your employment shall be in writing and in English language and shall be served either by hand delivery or by sending the same by registered post or by email (as per Company records) or by courier or by speed post addressed to the address mentioned hereinabove. It will be your responsibility to inform the Company of any change in your address and contact details including telephone numbers, personal email addresses etc.

All notices to the Company in relation to your employment shall be in writing and in English language and shall be served either by hand delivery or by sending the same by registered post or by courier or by speed post addressed to the Company's office address referred in the Employment Letter or by email with a physical copy by any of the abovementioned ways.

11.2 Severability: The parties acknowledge and agree that if any of the provision of this Letter is deemed invalid, void, illegal, and



unenforceable that provision stands severed from this Letter and the remaining provisions of this Letter shall remain valid and enforceable.

11.3 Publicity: You shall not use the name and/or trademark/logo of Capgemini, its group companies, subsidiaries or associates before media (irrespective of the form whether print, audio visual, electronic etc.) in any other manner which is detrimental to the interest, image and goodwill of the Company and its affiliates without prior written consent of the Company. In the event you intend to share/disclose article which includes any information about the Company or its affiliates/customers for possible publication or dissemination outside the Capgemini group, you agree to inform the Company and obtain its prior written consent on the article you wish to disclose. Further, you agree to make such modifications/deletions/revisions to the article as are requested by the Company to protect its property/interest/reputation.

11.4 Non-Disparagement: During the term of your employment with the Company and at all times thereafter, you will not make any false, defamatory or disparaging statements about the Company, or the employees, officers or directors of the Company that are reasonably likely to cause damage to any such entity or person.

11.5 Waiver: No delay or failure of any party in exercising or enforcing any of its rights or remedies whatsoever shall operate as a waiver of those rights or remedies or so as to preclude or impair the exercise or enforcement of those rights or remedies. No single or partial exercise or enforcement of any right or remedy by any party shall preclude or impair any other or further exercise or enforcement of that right or remedy by that Party. Save as expressly provided in this Letter neither party shall be deemed to have waived any of its rights or remedies whatsoever unless the waiver is made in writing, signed by a duly authorized representative of that party and may be given subject to any conditions thought fit by the grantor. Unless otherwise expressly stated any waiver shall be effective only in the instance and for the purpose for which it is given.

11.6 Integration: This Letter alongwith its Exhibit constitutes the entire understanding between the parties and supersedes all previous agreements (written or oral) between the Parties in relation to its subject-matter.

11.7 Survival: Clauses 5.1, 5.13, 6, 7, 9(c), 10, 11.1, 11.7, 11.8 and 11.9 and any other clause which by its nature is expected to survive shall all survive the expiry/termination (for whatever reason) of the Letter and shall continue to apply.

11.8 Dispute Resolution/Governing Law: The Parties to this Agreement shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. All disputes, differences and/or claims arising out of these presents or as to the construction, meaning or effect hereof or as to the rights and liabilities of the Parties hereunder and which cannot be settled by mutual conciliation shall be referred to Arbitration to be held in Mumbai in English Language in accordance with the Arbitration and Conciliation Act 1996, or any statutory amendments thereof and shall be referred to a sole Arbitrator to be appointed by Capgemini. The award of the Arbitrator shall be final and binding on Parties.

This Letter shall be governed and interpreted in accordance to the laws of India and the courts at Mumbai only shall have exclusive jurisdiction.

11.9 Rights to Injunctive Relief: You hereby expressly acknowledges that any breach or threatened breach by you of any of your obligations set forth in this Letter and/or any of the Company policies may result in significant and continuing injury and irreparable harm to Company, the monetary value of which would be impossible to establish. Therefore, you agree that Company shall be entitled to injunctive relief in a court of appropriate jurisdiction with respect to such provisions.



CONSENT LETTER

For use of Personal Information & Sensitive Personal Data or Information

I, _____ residing at _____, do hereby provide my express consent to my employer, Capgemini Technology Services India Limited, having its registered office at No.14, Rajiv Gandhi Infotech Park, Hinjawadi Phase III, MIDC – SEZ, Village Man, Taluka Mulshi, Pune – 411057, Maharashtra (hereinafter referred to as the "Company", which expression shall unless repugnant to the context or meaning thereof mean and include its successors, nominees, assigns and administrators) as follows:

1. That I acknowledge and provide my consent to the Company to collect, store, process, transfer and share my personal information and sensitive personal data or information and information of my dependents wherever applicable, (including sensitive personal information like bank accounts, PAN, blood group, biometric information, medical record, email addresses etc.) for purposes deemed appropriate by the Company from time to time, including but not limited to:

- a) background verification agencies for the purpose of verifying the information submitted by me basis which I have been made an offer of employment,
- b) payroll processing agencies for processing my payroll (including reimbursement claims),
- c) law enforcement agencies,
- d) to comply with a judicial/quasi judicial order,
- e) auditor (including internal auditors, statutory auditors or Capgemini's clients or their auditor) for the purpose of audit,
- f) insurance companies for the purpose of group insurance, personal accident insurance etc.
- g) service providers providing services for biometric access to office premises for monitoring attendance.
- h) foreign consulates, embassies etc and service providers (including travel agents) for the purpose of processing of visa, work permits etc.

2. Further, I also acknowledge and provide my consent to the Company to transfer and share (within India and outside of India) such information with:

- a.) affiliates of the Company for administrative purposes and/or audit;
- b.) clients/prospects in relation to any staff augmentation assignments.

3. That I agree and confirm that this consent letter shall be construed in accordance with the laws of India and the courts in Mumbai shall have exclusive jurisdiction to adjudicate upon any dispute that may arise in relation to this Consent Letter.

4. That should any provisions of this consent letter be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this consent letter shall not be affected or impaired thereby.

5. I hereby declare that the execution of this consent letter has been done out of my own free will and consent and without any undue force or coercion in any manner whatsoever.

6. I am aware that I have the right to access and rectify my sensitive personal data or information provided to the Company and corresponding obligation to immediately update my sensitive personal data or information in Company's records in the event of any change.

7. I am aware that Company has adopted security practices and procedure to ensure that the information collected is secure and these are available on the Company's intranet.



This consent letter shall come into force immediately upon its execution by me.

Name:
Signature
Date:





Offer: Computer Consultancy
Ref: TCSL/DT20195490379/Mumbai
Date: 13/09/2019

Ms. Rucha Vivek Thakur
C 304Manvelpada,
Parimal Hospital,
Virar-401303,
Maharashtra.
Tel# -

Dear Rucha Vivek Thakur,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade Y. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹3,36,875/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of ₹10,200/- per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. House Rent Allowance (HRA)

Your HRA will be ₹4,080/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. Personal Allowance

You will be eligible for a monthly personal allowance of ₹7,570/- per month. This component is subject to review and may change as per TCSL's compensation policy.

4. Food Card

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB

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amount between the components as per your tax plan, once you join TCSL.

PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

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HIS offers the following benefits:

1. Basic Cover

i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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RETIRALS

Provident Fund

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. Pre requisites for Joining

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.



8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

12. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the

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said terms and conditions in case of deputation on international assignments.

13. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

14. Notice Period

During your tenure with TCSL, either you or TCSL may terminate your traineeship / employment under this Agreement by providing 90 days written notice. The company reserves the right, to ask you to complete the notice period or adjust the earned vacation in lieu of entire or partial notice period. If your services, behaviour and/ or performance are not found satisfactory, TCSL may terminate your services by giving notice as mentioned herein above. No notice or payment in lieu thereof shall be applicable if your services are discontinued/terminated on account of any misconduct either during your traineeship period or upon completion of the traineeship period.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

15. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

16. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

17. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

18. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external



background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

19. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)
- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
 - *There is no criminal offence registered/pending against you
 - *There is no disciplinary case pending against you in the university
- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below

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documents

- *PAN Card (Permanent Account Number)
- *Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
- *Passport
- *NSR E-Card

20. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

21. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

22. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

23. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms



GROSS SALARY SHEET

Annexure 1

Name	Rucha Vivek Thakur
Designation	Assistant System Engineer-Trainee
Institute Name	Others

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	10,200	1,22,400
Bouquet Of Benefits #	13,000	1,56,000
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,224	14,688
Gratuity	490	5,887
Total of Annual Components & Retirals	1,715	28,475
Retention Incentive	NA	0
TOTAL GROSS	27,415	3,36,875
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Programme.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Programme.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	4,080	48,960
Leave Travel Assistance	850	10,200
Food Card	500	6,000
Personal Allowance	7,570	90,840
GROSS BOUQUET OF BENEFITS	13,000	1,56,000

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Annexure 2

Ahmedabad Lead – ILP Tata Consultancy Services Limited, Garima Park, IT/ITES SEZ, Plot # 41, Gandhinagar - 382007	Bangalore Lead – ILP Tata Consultancy Services Limited, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100, Karnataka
BUBANESHWAR Lead – ILP Tata Consultancy Services Limited, Barabati, IRC Block, Ground Floor, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ), PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	Chennai Lead – ILP Tata Consultancy Services Limited, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgaon Lead – ILP Tata Consultancy Services Limited, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	DELHI – Noida Lead – ILP Tata Consultancy Services Limited, Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th floor, Galaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309, UP
Guwahati Lead – ILP Tata Consultancy Services Limited, 5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati - 781006, Assam	Hyderabad Lead – ILP Tata Consultancy Services Limited, Q City, Nanakramguda, Hyderabad,
INDORE Lead – ILP Tata Consultancy Services Limited, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	KOLKATA Lead – ILP Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12, New Town, Rajarhat, Kolkata - 700160, West Bengal OR Auditorium, 2nd Floor, Wanderers Building, Delta Park - Lords
KOCHI Lead – ILP Tata Consultancy Services Limited, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	MUMBAI Lead – ILP Tata Consultancy Services Limited, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane West, Thane, Maharashtra - 400606
NAGPUR Lead – ILP Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	PUNE Lead – ILP Tata Consultancy Services Limited, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057, Maharashtra
Trivandrum Lead – ILP Tata Consultancy Services Limited, Peepul Park, Technopark Campus , Kariyavattom P.O. Trivandrum - 695581	



Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



9. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



Capgemini Technology Services India Limited
(Formerly known as IGATE Global Solutions Limited)
IT 1, IT 2, Airoli MIDC, Thane - Belapur Road,
Navi Mumbai - 400708, Maharashtra, India.
Tel: +91 22 7144 4283 | Fax: +91 22 7141 2121
www.capgemini.com/in-en

Date: October 26, 2019

Ref No: HR/Campus/LO2020500622/1

Snehal Baburao Chavan
Viva Institute of Technology

Letter of Intent ("LOI")

Dear Snehal Baburao Chavan,

With reference to your interview conducted by us at Viva College, Mumbai, we are pleased to inform that you have been shortlisted for the position of **Analyst and A4** with **Capgemini Technology Services India Limited.**, (hereinafter referred to as "Capgemini").

In this regard, we are proposing compensation package and benefits, the details of which are set forth in **Annexure 1** to this letter.

The final Employment Offer Letter shall be subject to your successful completion of all curricular requirements as laid down by the University/ Institute for award of the degree/ diploma and the minimum passing percentage/ grade/ rank/ class as determined by Capgemini.

The location of your initial reporting and training and the date of your joining would be communicated to you in due course of time post successful completion of your pre-joining trainings and final semester degree/ diploma examination.

The date of joining and the location of posting will be purely based on business requirements of Capgemini. Capgemini solely reserves the right to make any changes to the date of joining and the location of posting during the course of your training and employment with Capgemini.

Upon joining Capgemini,

1. You are expected to enter into an employment agreement with Capgemini which shall contain details including the scope, terms and conditions of your employment and the contractual obligation with Capgemini.
2. You will be on probation for a period of six months from your date of joining and subject to satisfactory performance your employment will be confirmed (vide written confirmation) at the end of six months.
3. During your probation you may be required to undergo classroom trainings for such duration as deemed necessary by Capgemini and your performance will be evaluated periodically during such training period.



Capgemini reserves the right to decide the continuance of your further training and your employment depending on your performance in its opinion.


The terms of this Letter of Intent shall remain confidential and are not to be disclosed to any third party.

You may note that this letter should neither be construed as an offer of employment from Capgemini nor should it in any manner confirm our intent to make you an offer of employment. We may, at any time, at our discretion, revoke this Letter of Intent.

We would request you to go through the above terms, and let us know if they are acceptable to you, within seven days of the issuance of this letter.

We look forward to hearing from you. Should you have any query, please do not hesitate to contact fresherhiring.in@capgemini.com

Thanking you,
Yours Sincerely,
For & On Behalf of Capgemini



Puneet Kumra
Head - Fresher Hiring



ANNEXURE 1

Snehal Baburao Chavan

Analyst and A4

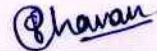
You will be under probation for six (6) months from your date of joining Capgemini. During this period, your all-inclusive annual target compensation (on a cost to company basis) will be **INR 3,00,000/- (Rupees Three Lakh only)**. Subsequent to your successful completion of training and probation, your all-inclusive annual target compensation (on a cost to company basis) will be revised to **INR 3,80,000/- (Rupees Three Lakh and Eighty Thousand only)**. Your compensation shall be paid on a monthly basis, in arrears. The Company shall deduct tax at source at the time of making payment.

For & On Behalf of Capgemini



Puneet Kumra
Head - Fresher Hiring

Signature: _____



Candidate Name: **Snehal Baburao Chavan**

Date: **27/10/19**





rajkumar devkar <rajkumardevkar@viva-technology.org>

kedar eng. resume & personal data sheet

Kedar Power <kedarpower@gmail.com>

Sun, Aug 23, 2020 at 1:59 AM

To: rajkumar devkar <rajkumardevkar@viva-technology.org>

dear sir

I have enrolled 3 student from you list as trainee.

1. Kamlesh Vinayak
2. Ritu Tawade
3. Nikhil GHAWALE

regards

Sanjay Kaushik

[Quoted text hidden]

--

Sanjay Kaushik

9930400021

for Kedar Engineering

(Kedar Group of Companies)

(Sales and Service retailer for **Kirloskar, Mahindra, Cummins, CAT, Volvo, MTU, Perkins, FG Wilson, Escorts, Eicher, Honda, Ashokleyland, Greaves etc.**)*Addressing your needs of Power Generation and Management***Going forward please use our email address kedarpower@gmail.com Please make note of it.**Existing email address (~~Kedargroup@vsnl.net~~) is discontinued as the service provider has stopped their services



rajkumar devkar <rajkumardevkar@viva-technology.org>

resumes from VIVA

Jeel Sarvaiya <jeel.sarvaiya@jublfood.com>

Tue, Jun 29, 2021 at 6:03 PM

To: rajkumar devkar <rajkumardevkar@viva-technology.org>

Hi Raj,

Please note below list of students are selected and placed at our site for apprentice trainee role in various departments:

1. Samu Chaudari
2. Pravin Janbhandu
3. Sangam Mishra
4. Amit Kambale
5. Nikhil Gawale
6. Aniket Malekar
7. Siddesh Jawale
8. Aman Gulhane
9. Sachin Murlidharan
10. Abhijit Kumbhar

As discussed earlier, we also want one candidate(female preferred) for Trainee role in Safety department and one candidate(male preferred) for trainee role in HR department. Please share CVs of interested students if any.

Regards,

Jeel Sarvaiya

Asst. Manager-HR

JUBILANT FOODWORKS LTD.

National Highway No. 8,

Near Tungreshwar Phata, Sativali,

Vasai – (East), Palghar - 401202

Contact: +7066944556 / 9920038658





 Please consider the environment before printing this e-mail. **SAVE PAPER.**

From: rajkumar devkar [mailto:rajkumardevkar@viva-technology.org]

Sent: 31 May 2021 19:19

To: Jeel Sarvaiya <jeel.sarvaiya@jublfood.com>

Subject: Re: resumes from VIVA

Okay tysm madam.

[Quoted text hidden]





rajkumar devkar <rajkumardevkar@viva-technology.org>

Regarding your requirement in Production planning

Pooja Jain <pooja@hotmail.com>

Sat, Jan 25, 2020 at 5:17 PM

To: rajkumar devkar <rajkumardevkar@viva-technology.org>

Hello Sir,

Thanks for sharing the candidates details.

I would like to inform you that I have called them for interview and out of all have shortlisted DIPAK SHALKAR, for Dahanu location.

Thanks,
Pooja

[Quoted text hidden]

--

Regards,
Pooja Jain**We're Going Social!**
Like & Follow us on:**Hot Stuffs Private Limited**238, C Wing, Bldg.3, Rahul Mittal Estate
Andheri Kurla Road, Andheri East, Mumbai 400059, India.
T: +91-22-41228930 / 28502710
M: +91-99300 83063
Web: www.hotmuggs.com



rajkumar devkar <rajkumardevkar@viva-technology.org>

Trainee CAD CAM Designers required - 2 persons

Melvyn Monteiro <melvyn@designcell.org>

Wed, Jan 20, 2021 at 11:02 AM

To: rajkumar devkar <rajkumardevkar@viva-technology.org>

Cc: DCPL Sunil Desai <sunil@designcell.org>

Dear Sir

Many Thanks for your mail.

Foll. are the candidates who are selected and joined us:

1. DHAVAL BHASKAR CHORGHE
2. VINAYAK SANJEEVAN GHOLE

We also shortlisted:

Mr. KRUNAL ANIL VARTAK just incase we would need him in a month or two.

Hope this information helps ...

Thanks & Regards,

Melvyn Monteiro

Manager Marketing & Administration

Cell : +91 98201 18840

**REGD OFFICE :**8, Trivedi Niwas, Near Pinky Theatre, New Nagardas Road, Andheri (East),
Mumbai - 400 069. INDIA. Tel : +91 22 2825 6599, Fax : +91 22 2837 8478.Web : www.topsolid.in Blog : <https://blog.topsolid.com>**Please consider your environmental responsibility before printing this e-mail.****From:** [rajkumar devkar](#)**Sent:** Wednesday, January 20, 2021 9:58 AM**To:** [Melvyn Monteiro](#)**Subject:** Re: Trainee CAD CAM Designers required - 2 persons

[Quoted text hidden]



APPOINTMENT LETTER

To,

Mr. Ajay Anil Dharmude.

Your Ref: Bio Data & Interview held at STMPL, Vasai Plant on 21.04.2021.

Our Ref: No. 002/STMPL/21-22, Dtd.10.05.2021.

Dear Sir,

With reference to your Bio-data and the subsequent Interview you had with us, we are pleased to appoint, you as a **"Trainee Engineer"** in Our Organization with Effect From 10.05.2021. During this period, your salary will be Rs. 1,44,000/- per annum.

You will be governed by rules and regulations of the company during the period of service.

You will be reporting to Production Manager Mr. Pramod Shetty.

You may please note that company reserves the right to transfer you to any other department or in any of its (Sister Concern) plants in or out of Mumbai. Your refusal to accept such a transfer would be considered as voluntary resignation on part of your employment in the company.

We wish you good luck and a good performance with long term association with us.

Kindly return the duplicate copy of this letter duly signed by you as token of acceptance of appointment.

Your Job Responsibilities Shall be given after Your Joining the Organization.

You will be required to serve a notice period of one month in case of separation from the company.

Thanking you,

Yours faithfully,

For SAMS TECHNO MECH PVT. LTD.

Authorized Signatory



rajkumar devkar <rajkumardevkar@viva-technology.org>

Campus Recruitment For GET

Saroj sahu <saroj.sahu@vaaman.in>

Thu, Jul 1, 2021 at 5:24 PM

To: rajkumar devkar <rajkumardevkar@viva-technology.org>

Cc: Minesh patel <minesh.patel@vaaman.in>

Dear Rajkumar,

We have selected Mr. Yash Save and Mr. Nikhil Bhosale

[Quoted text hidden]





raj Kumar devkar <raj Kumardevkar@viva-technology.org>

Campus Placements 2020 | VIVA COE Virar | Mechanical | USPL & SILLP

Sanjali Sankhe <hr.admin@uspl.co.in>

Wed, Jan 27, 2021 at 3:39 PM

To: raj Kumar devkar <raj Kumardevkar@viva-technology.org>

Cc: Anil Ghatkar <anil@uspl.co.in>, Mangesh Nabar <mangesh@serenityideas.com>, gurjeet uspl <gurjeet@uspl.co.in>

Dear Mr. Raj Kumar,

This is with reference to the VIVA COE Campus Placements 2020.

We spoke in details in our conference call this afternoon.

We recently held and completed the selection process for the candidates from the VIVA COE campus.

Following are the candidates who have been selected and **FINALIZED** for the roles at USPL & SILLP:

1. Aakash Jamsutkar
2. Aniket Shirgaonkar
3. Chirag Bhangale
4. Krunal Vartak
5. Parag Lad

On hold candidate/s:

Prathamesh Sawant

For the next steps, formal offer letters to the above mentioned FINALIZED candidates will be rolled out at the earliest (possibly by Thursday / Friday) - we will be in touch with you, as this step gets completed. The rest for the formalities will be done post this step.

You have also confirmed to us that all the above candidates are ATKT free (all throughout 8 semesters / 4 years).

Please go ahead and communicate to the above mentioned candidates re their selection for roles at USPL & SILLP (pl do confirm back to us that the selected candidates have been communicated to).

We thank you for your support throughout the entire campus placement process and we value our continued association with VIVA COE .

Thanks & Regards,Sanjali Sankhe
Sr.Exec.-HRD & Admin.**Ubiquitous Signs Pvt.Ltd.****New Fact:** Neelima Motors Compound, Survey No.32, Opp.Navjivan Marathi School, Navjivan Stop, Waliv, Vasai - East, Dist. Palghar-401208

Landline: 8080 445 730 / Mob: 9082848421

Reg.Add: Unit 102, Priya Industrial Est no.4, K.T.Industrial Park, [Khairpada](#), [Village-Waliv](#), [Vasai East](#), [Palghar-401208](#)

CIN: U74300MH2004PTC146298 GST No.: 27AAACU6857C1Z9

"The greatest problem in communication is the illusion that it has been accomplished."

[Quoted text hidden]

image001.png
11K



rajkumar devkar <rajkumardevkar@viva-technology.org>

Selected Students/Final round

Umesh Pandya <umeshvpandya@gmail.com>

Tue, Aug 18, 2020 at 11:23 AM

To: piyali mondal <piyalimondal@viva-technology.org>, chitralekha vangala <chitralekhavangala@viva-technology.org>, rajkumardevkar@viva-technology.org

Cc: Madhuri Iyer/TT/HR <hr@terminaltechnology.com>

Dear Team,

Please find below candidates selected based on final interview.

Sr. No.	Name	Branch	Department/ ROle	status
1	Suraj Ghatge	Mechanical	QA	Selected, joining from Wednesday, 19/08/2020
2	Vikrant Jadhav	Mechanical	QA	Selected, joining from Wednesday, 19/08/2020
3	Gayatri Gadgul	Electrical	Marketing Engineer	Selected, joining from Wednesday, 19/08/2020
4	Ashwini Pawar	Electrical	Marketing Engineer	Selected, joining from Wednesday, 19/08/2020

Ms. Kruti Shah is also selected based on assessment of 15 days. She is also joining from tomorrow.

Joining date for them is 19/08/20 Wednesday, salary is 12 k per month on joining and revised after 3 months as 14k per month.

This schedule is already confirmed by you and conveyed to candidates, incase of any changes please revert.

Thanks for your coordination and cooperation.

Regards
Umesh pandya
9769473726

Regards
Umesh pandya

On Mon, 10 Aug 2020, 17:32 Umesh Pandya <umeshvpandya@gmail.com> wrote:
Dear Chitralekha, Piyali, Rajkumar (Viva team)

Thanks for coordinating and arranging all candidates for the interview.

Please find below-shortlisted students for Final Round

Sr. No.	Name	Branch	Department/ ROle	Topic
1	Suraj Ghatge	Mechanical	QA	Why you are suitable to work in QA department with TT?
2	Vikrant Jadhav	Mechanical	QA	Why you are suitable to work in QA department with TT?
3	Gayatri Gadgul	Electrical	Marketing Engineer	Why you are suitable to work in Marketing department with TT?
4	Ashwini Pawar	Electrical	Marketing Engineer	Why you are suitable to work in Marketing department with TT?

They have to prepare PPT and present in front of Panel on Coming Friday i.e 14/08/20. in between 11 am to 1 pm with a half-hour of gap each.

They have to carry PPT in pandrive or mail me on umeshvpandya@gmail.com

Location is same at TT Vasai plant

Regards,
Umesh

On Fri, Jul 31, 2020 at 9:25 PM piyali mondal <piyalimondal@viva-technology.org> wrote:
Hello Umesh Sir,

After coodinating with Mechanical dept, lining up the students for interview as follows

On 04.08.2020, Tuesday From 11 am to 1 pm

Students from Electrical Engg Dept:
1. Aniket Gawand



2. Gayatri Gudkul
3. Kruti Shah
4. Miteah Ambre

Students from Mechanical Engg Dept:

5. Aniket Shirgaonkar
6. Jay Dongrekar
7. Musavir Sheikh
8. Sumit Kharat
9. Balram Jha

On 05.08.2020, Wednesday From 10:30 am to 12.30 pm

Students from Electrical Engg Dept:

1. Ashwini Pawar
2. Pankaj Patil
3. Pranali
4. Nirav

Students from Mechanical Engg Dept:

5. Vaishnavi
6. Suraj Ghatge
7. Vikrant Jadhav
8. Sarvesh

Regards,
Piyali Mondal
VIVA IT

On Fri 31 Jul, 2020, 18:15 piyali mondal, <piyalimondal@viva-technology.org> wrote:
Hello Umesh Sir,

After coodinating with Mechanical dept, lining up the students for interview as follows

Regards,
Piyali Mondal
VIVA IT

On Fri 31 Jul, 2020, 16:28 piyali mondal, <piyalimondal@viva-technology.org> wrote:
Noted with thanks.

On Fri 31 Jul, 2020, 12:32 Umesh Pandya, <umeshvpandya@gmail.com> wrote:
Dear Piyali,

Please lineup students on Tuesday or Wednesday.

On Tuesday - 11:00 am to 1 pm
Wednesday - 10:00 am to 12:30 pm

On TT Vasai Plant office.

Address:-
Terminal House. Merchant Indsutrial complex, Valiv, Vasai East

Regards,
Umesh

Regards
Umesh

On Wed, Jul 22, 2020 at 12:18 AM piyali mondal <piyalimondal@viva-technology.org> wrote:
Hello Sir,

Hope you are in good health and doing well.

As per your discussion with Chitralekha Ma'am, I am attaching resumes of interested and good students.

Please let me know about further procedures.

--
Thanks & Regards
Piyali Mondal
Assistant Professor, Electrical Engineering,
Coordinator, Training and Placement Cell
VIVA IT, Virar (E)







rajkumar devkar <rajkumardevkar@viva-technology.org>

Resumes from VIVA for the position of Production and quality

Hetal Pawaskar <hetal@saviesahome.com>

Mon, Jan 25, 2021 at 2:09 PM

To: rajkumar devkar <rajkumardevkar@viva-technology.org>

Cc: marry@saviesahome.com

Dear Sir,

We have hired Mr. Advait Chaudhari for the profile of Production Engineer. He has joined our organization since 5th January 2021.

We like to share our gratitude for sharing profiles of such brilliant students with us and we would be looking out for long term association with your college so that we can hire more talent suitable for our organization.

Hetal Pawaskar

*(HR, Admin & Trainer)*Mobile : +91 9137529242 | Email : hetal@saviesahome.com

-



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**Please consider the environment before printing this e-mail.**

From: rajkumar devkar <rajkumardevkar@viva-technology.org>**Sent:** 18 December 2020 16:40**To:** marry@saviesahome.com; Hetal <hetal@saviesahome.com>

[Quoted text hidden]

[Quoted text hidden]





rajkumar devkar <rajkumardevkar@viva-technology.org>

resumes from VIVA

Jeel Sarvaiya <jeel.sarvaiya@jublfood.com>

Mon, May 31, 2021 at 6:18 PM

To: rajkumar devkar <rajkumardevkar@viva-technology.org>

Hi Raj,

As informed, Rohit Katale is selected for the position of Trainee-Transportation.

Regards,

Jeel Sarvaiya**Asst. Manager-HR****JUBILANT FOODWORKS LTD.****National Highway No. 8,****Near Tungreshwar Phata, Sativali,****Vasai – (East), Palghar - 401202****Contact: +7066944556 / 9920038658** **Please consider the environment before printing this e-mail. SAVE PAPER.**

[Quoted text hidden]

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22nd May 2021

To,

Mr Rohit Rajendra Katale

D-17 Sanjeevan Wel Soc. Tambe Nagar ,

Virar road, Nallasopara east, Tal - Vasai

Dist: Palghar

PIN - 401209.

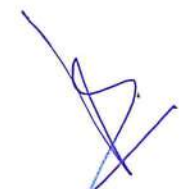
Contact No.: 7875256259/7249383974

Email Address: katalerohit14.rk@gmail.com

OFFER LETTER


Dear Mr Rohit,

1. We take great pleasure in inviting you to be an integral part of Bector Automation RML India Pvt. Ltd.
2. Congratulations on being selected to the position of **"Trainee Engineer - Production at Level E-1, reporting to Prod. Head** in our organization located at Pune.
3. You are requested to join on as early as possible.
4. Your appointment is subject to your being medically fit. You are requested to get your medical check-up from any physician and submit the fitness certificate for our record,
5. Please sign the duplicate copy of the offer letter and send to us, as a token of acceptance.
6. You will be on probation for six months from the date of your appointment. Your appointment will be **ONLY** be confirmed if you are found suitable at the end of the probation period.
7. The appointment letter will be issued upon your joining the organization.



Plot No. 24, Gat No. 613/1, Kuruli, Tal. Khed, Dist. Pune - 410501. Ph. : +91 22 28500008 Email : sales@bectorrml.com

<u>CTC</u>		
Description	Monthly CTC	Yearly CTC
Basic Salary	7,000	84,000
House Rent Allowance	1,750	21,000
Conveyance	1,600	19,200
Child Education Allowance	200	2,400
Medical Allowance	1,250	15,000
Uniform Allowance	0	0
Performance Pay	4,323	51,876
GROSS	16,123	193,476
EPF	1,590	19,080
ESI	524	6,288
GRATUITY	346	4,156
Bonus	584	7,008
Worker Compensation	0	0
GPA	72	864
TOTAL	3,116	37,396
CTC	19,239	230,872
EPF	1,590	19,080
ESI	117	1,404
PT	200	2,500
Income Tax	0	0
Lwf	0	24
DEDUCTION	1,907	23,008
NET TAKE HOME	14,800	177,600




Plot No. 24, Gat No. 613/1, Kuruli, Tal. Khed, Dist. Pune - 410501. Ph. : +91 22 28500008 Email : sales@bectorrml.com

9. Please keep us informed of your date of joining at least one week in advance. In case you need any clarifications regarding your job, or any policy, or joining date etc, please contact: -

Col SB Bishnoi
Cell: 9402061604
E-mail : cgu5@bectorrml.com

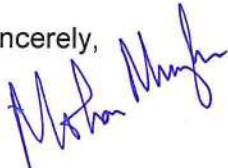
10. As a part of joining process, you are requested to bring the following documents on the day of joining:-

- SSLC (X Std) Marks Card / Birth Certificate.
- Degree / Diploma / Highest qualification certificate along with marks cards (all semesters).
- Relieving letter from the previous organization or Accepted Resignation letter.
- Experience Letter.
- Passport copies.
- Form 16 (Income Tax) from previous employer (if applicable).
- 3 Passport size photographs.
- Last three months' salary slip of previous employer.
- PAN Card.
- Medical Certificate of fitness.
- Blood Gp details.

Note: Please bring the Education Certificates in original for verification.

We look forward to you having a long and fruitful relationship with Bector Automation RML India Pvt Ltd.

Yours Sincerely,



(Authorized Signatory)
Bector Automation RML India Pvt. Ltd

I accept the above Offer on all the above Terms & Conditions

Sig

Name of Candidate

Mr Rohit Rajendra Katale





rajkumar devkar <rajkumardevkar@viva-technology.org>

Jublient Food Works- requirement

Jeel Sarvaiya <jeel.sarvaiya@jublfood.com>

Thu, Mar 4, 2021 at 11:28 AM

To: rajkumar devkar <rajkumardevkar@viva-technology.org>

[Rohan More is selected from previous lot.](#)

[Quoted text hidden]

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OFFER LETTER

To,

Mr. Rohan Sitaram Anabhavane.

Your Ref: Bio Data & Interview held at STMPL, Vasai Plant on 21.04.2021.

Our Ref: No. 001/STMPL/21-22, Dtd. 10.05.2021.

Dear Sir,

With reference to your Bio-data and the subsequent Interview you had with us, we are pleased to appoint, you as **"Trainee Engineer"**. During this period your salary will be as discussed during Final Interview 21.04.2021.

We would like you to join our Organization 10.05.2021 as discussed.

You will be governed by rules and regulations of the company during the period of service.

You may please note that company reserves the right to transfer you to any other department or in any of its (Sister Concern) plants in or out of Mumbai. Your refusal to accept such a transfer would be considered as voluntary resignation on part of your employment in the company.

We look forward to your association with us and make a rewarding career with long term association.

Kindly return the duplicate copy of this letter duly signed by you as token of acceptance of this appointment. Please confirm the date of joining.

You will be given an appointment letter on the date of your joining along with your responsibilities.

You will be required to serve a notice period of one month in case of separation from the company.

Thanking you,

Yours faithfully,

For SAMS TECHNO MECH PVT. LTD.

Authorized Signatory



APPOINTMENT LETTER

To,

Mr. Rohan Sitaram Anabhavane.

Your Ref: Bio Data & Interview held at STMPL, Vasai Plant on 21.04.2021.

Our Ref: No. 001/STMPL/21-22, Dtd.10.05.2021.

Dear Sir,

With reference to your Bio-data and the subsequent Interview you had with us, we are pleased to appoint, you as a **"Trainee Engineer"** in Our Organization with Effect From 10.05.2021. During this period, your salary will be Rs. 1,44,000/- per annum.

You will be governed by rules and regulations of the company during the period of service.

You will be reporting to Production Manager Mr. Pramod Shetty.

You may please note that company reserves the right to transfer you to any other department or in any of its (Sister Concern) plants in or out of Mumbai. Your refusal to accept such a transfer would be considered as voluntary resignation on part of your employment in the company.

We wish you good luck and a good performance with long term association with us.

Kindly return the duplicate copy of this letter duly signed by you as token of acceptance of appointment.

Your Job Responsibilities Shall be given after Your Joining the Organization.

You will be required to serve a notice period of one month in case of separation from the company.

Thanking you,

Yours faithfully,

For SAMS TECHNO MECH PVT. LTD.

Authorized Signatory



Altop Industries

Manufacturers & Exporters :

Altop Writing Boards, Display boards, Display stands, Projector WALL/CEILING Mounts,
Projection Screens, Smart Class Cabinets, School Furniture & Mathematical Drawing Instruments.

Mr. Vikas Ravaji Kumbhar
217 Ishanvihar, Moregaon
Nallasopara East
Palghar- 401209
Mob: 9834967712

Dear Mr. Vikas

We are pleased to appoint you as "Assistance Engineer" from 11th March 2021 on the following terms and conditions:

1. You will be paid consolidated stipend of Rs 15100/- per month. ESIC and profession Tax will be applicable as per Government's Rule.
2. The factory timing is from 9.00 am to 5.30 pm.
3. You will be on a probation period of 6 months and your service may be confirmed there after provided your work, attendance and conduct are found satisfactory.
4. You may be given confirmation letter after satisfactory completion of probation period with new terms and conditions as per company's rules.
5. During probation period your service can be terminated at any time giving 48 hours notice without assigning any reason.

If above terms and conditions are acceptable to you, please return us duplicate copy of the letter duly signed by you.

For Altop Industries

Amarnath
11/03/21
(Amarnath Bharati)
General Manager
7021638839



JAS-ANZ



M4570910IN



rajkumar devkar <rajkumardevkar@viva-technology.org>

RE: Student data from Viva Institute of technology

Prakash <prakash@memco.in>

Thu, Feb 18, 2021 at 11:19 AM

To: Mayur Jagtap <mayurjagtap@viva-technology.org>, "rajkumardevkar@viva-technology.org" <rajkumardevkar@viva-technology.org>

Cc: Aniruddha Balkrishna Raut <aniruddha.raut@memco.in>, Sai <sai@memco.in>, Memco Mumbai <memcomum@memco.in>

Dear Sir,

We very much thanks for your support and we wish to inform you that we had selected for the following students from your college and they are under training at Hyderabad Metro Depot.

1. VAIBHAV KISHOR PIMPLE
2. SUMIT SUNIL GULEKAR
3. PANCHAL VAISHNAVI
4. Shahnawaz Idrees Khan

Once again we thanks to you and your collage, Also we look forward to conduct the Campus Placement for your Diploma / Degree candidates in next schedule

Thanking you,

Best Regards,

M Prakash

Mob: +91 9818253406

MEMCO ASSOCIATES (I) PVT Ltd.
No. 616, 6th Floor, Vashi Infotech Park,
Behind Raghuleela Mall, Sector 30A,
Plot No. 16, Vashi, Navi Mumbai – 400703

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7/19/2021

VIVA INSTITUTE OF TECHNOLOGY Mail - RE: Student data from Viva Institute of technology

[Quoted text hidden]



Date: March 17, 2022

Ref: LTI/HR/Campus/EN1/2020

Name: Krishna Patwa

College: Viva Institute of Technology

OFFER OF EMPLOYMENT

Dear Krishna Patwa,

Welcome to LTI (hereinafter referred as the "Company"). Congratulations on successfully completing our initial selection process and being selected as **Graduate Engineer Trainee**

During the initial training period of 12 months, your CTC including all benefits will be **Rs.3,53,780/-** as per the details mentioned in '**Annexure-1**'.

You will also be issued a detailed 'Letter of Appointment' at the time of your joining LTI subject to you meeting the eligibility criteria as mentioned in '**Annexure-2**'.

In the event that the compensation package requires restructuring in order to comply with the proposed Code on Social Security, 2020, your compensation will be restructured in a manner that will be cost neutral for the Company.

The date of commencement of training and venue for reporting will be intimated to you in advance.

During the training period, you will be continuously appraised and your confirmation is subjected to your performance during this period.

As a part of your transition from campus to corporate world, you may be engaged in various learning and development programs prior to your joining LTI. You are therefore requested to complete the LTI training which will be communicated to you separately. LTI has made significant investments into these learning and development programs for your professional development and therefore would urge you to actively participate in the trainings and complete them with at least the minimum score required. The evaluations of your performance in these trainings will be used to allocate you on various projects and the results would also impact your date of joining. If you do not get the minimum score required, you will be asked to reappear for the training assessments prior to your date of joining.

TERMS AND CONDITIONS

1. Increments and Promotions

Your performance and contribution to LTI will be an important consideration for your salary increments, promotions and your career progressions which is subject to Company's policy and guidelines in force.

2. Overseas Deputation/International Assignment

It would be to your advantage to possess a valid passport and driving license. In case you do not already have one, you are required to apply for the same at your own expense.

Based on the business requirements and your performance, you may be given an International Assignment subjected to the guidelines defined by the Company.

3. Documents

Your offer is subject to you submitting all the mandatory documents at the time of joining, the details of which will be intimated to you prior to your joining LTI. You may also need to submit other such documents as Company deems fit from time to time.



4. Background Verification

As a part of background verification, we need your acknowledgement and authorization to undertake necessary background verification through internal or external agencies. These are including but not limited to your current / previous employment history (if applicable), educational / professional credentials/medical background and other background checks. If any discrepancy is discovered after you have joined the Company or during background verification, you are liable to be terminated, apart from other legal action being initiated against you.

5. Service Agreement

You will be required to execute a service agreement at the time of joining to serve LTI for a minimum period of 2 years, failing which, you (and your surety) jointly or severally will be liable to pay LTI an amount of Rs.2,00,000.

6. Letter Acceptance

If the above stated terms and conditions are acceptable to you, kindly upload an acknowledged scanned soft copy of this 'Offer of Employment' on the **CampBuzz Portal** (<https://campbuzz.ltininfotech.com>) and register your credentials therein within seven(7) days from the date of this letter. If you do not register your credentials within the above period, the aforesaid offer automatically stands cancelled.

Post registration on the CampBuzz portal, if you do not join on the date intimated to you, the aforesaid offer will be cancelled at the discretion of LTI.

Your employment will be governed by the rules, regulations and policies of the Company in effect.

The terms and conditions mentioned above are subject to changes at any time at sole discretion of the Company and as per business demands without prior notice.

According to the standard practice of our Company, you will treat the above terms of this letter as strictly confidential.

We welcome you to the LTI family and look forward to a long and fruitful association with you.

Yours faithfully,

For Larsen & Toubro Infotech Ltd.



Ashish Naik
Associate Director -
Talent Acquisition

I have read the letter and accept the same.

Signature and Date



ANNEXURE-1

Name : Krishna Patwa			Date : March 17, 2022		
Salary Grade : GE2					
Components		Rs. p.a.		Rs. p.m.	
Basic				15,000	
Bouquet of Benefits				9,330	
Bonus				1750	
A. Base Salary (PA)		312,960		26,080	
Annual Incentive		0			
B. Total Variable (PA)		0			
C. Total Target Cash (A+B)		312,960			
Provident Fund (PF)		21,600		1,800	
Gratuity		8,664		722	
Mediclaime Premium		10,556			
D. Retirals & Other Benefits		40,820			
Cost to Company (CTC) C+D		353,780			



Medical Insurance Premium

The Group Mediclaim Policy of Company covers Employee, Spouse & upto 2 dependent children (below 25 yrs of age) for maximum amount of Rs. 3,00,000/- p.a.
Employees will not be eligible for any other assistance towards domiciliary treatment other than the medical allowances.

Notes:

- 1.Basic will be reckoned for PF, Gratuity (If applicable) and Leave Encashment as per rules.
- 2.H.R.A. will be deducted for accommodation (if any) provided by the Company.
- 3.You are covered under the ESIC Act and there will be statutory deductions as per the ESI Policy.
- 4.The Company can set off or make appropriate adjustment from Adhoc Allowance towards bonus payable, if any, subsequent to the amendments of payment of Bonus Act.
- 5.The PF amount shown is the Employer's contribution. An equal amount will be deducted as Employee's contribution
- 6.The eligibility for payment of Gratuity is a minimum of five years of service in the Company.
- 7.Any or all of the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time. For all salary components refer to the respective policy documents.

- Following are the components applicable to you under **Bouquet of Benefits (BOB)**.

Components	Limits	Remarks
House Rent Allowance (PM)	10% - 50% of basic	Mandatory
Medical Allowance (PM)	Rs. 1,250/-	Optional
Conveyance Allowance (PM)	Rs. 1,600/-	Optional
Meal Allowance (PM)	Rs. 1,100/- OR Rs. 2,200/-	Optional

*Balance amount under BoB will be paid as Adhoc Allowance per month and will be fully taxable.
-You are required to declare your options under BoB in the SSC Portal.The guidelines relating to BoB are available under HR Policies.
- Income Tax will be deducted at source wherever applicable as per Income Tax Rules.
- Any or all of the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time.



ANNEXURE-2

Off-Campus Eligibility Criteria for Engineering - Year 2020 Batch	
Qualification	B.E./B.Tech.
Branches:	All Branches
Age Criteria: As on 1st July of Passing year (2020)	Less than 24 years
Academic Gap:	Academic gap allowed <u>only after the completion</u> of the entire course i.e after SSC/after HSC or Diploma. No Year drop allowed.
Course must complete in:	4 years
SSC, HSC/Diploma (if applicable) Percentages / CGPA:	60% & Above OR Equivalent CGPA NOTE: <ul style="list-style-type: none"> • SSC /HSC should have cleared in <u>FIRST ATTEMPT</u> only. • Re-exam (Supplementary or Improvement exams) given soon after the Main exam will NOT be considered. • For Diploma Holders, <u>final semester</u> should have cleared in <u>FIRST ATTEMPT</u> only. • For candidates pursuing HSC and Diploma(both),marks scored in the Diploma course will be taken into consideration.
Graduation,Post-Graduation Percentages/CGPA:	Aggregate of 60% & Above <u>OR</u> Equivalent CGPA
	Aggregate of all semesters AND all appeared subjects (irrespective of the University rule)
	Provisional/Passing Certificate (of all courses) must state First Class
Re-attempts/ATKTs /Backlogs/Arrears: (Diploma, Graduation,Post Graduation)	<ul style="list-style-type: none"> • No active/live backlogs allowed at the time of the interview process. • Backlogs include Reattempts/ATKTs/Arrears in all appeared subjects irrespective of the exemption rules implemented by the College/University. • This also includes Internal, External, Oral/Verbal/Practical Re-attempt/ATKTs/Backlogs/Arrears and re-attempts due to Absenteeism. • Re-exam (Supplementary or Additional exams) given soon after the main exam is also considered as a Re-attempt/ATKT/Backlog/Arrear • No Re-attempts/ATKTs/Backlogs/Arrears allowed in the <u>final semester</u> of any course
Nature of Course:	All Full Time courses Only
Year of Passing:	2020 SUMMER Pass outs Only
Citizenship:	Resident Indian Citizens Only
Your College/Institution MUST be:	UGC / AICTE Approved ONLY
Background Verification:	Not been involved in any court proceedings and/or convicted for any offence
Service Agreement:	Signing a Service Agreement for a period of 2 years starting from the date of joining
Medical Certificate:	Submitting a Medical Certificate of Fitness (in the format prescribed by LTI) at the time of joining, which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS
Training phase:	The period of training (classroom/virtual) and the subsequent technology tracks assigned for training are purely subjected to the business requirements. Non-performance during training/on the job phase is subjected to separation from the organization
Eligibility for Maternity Leave:	As per the Maternity Benefit Act, 1961, employee would be entitled for maternity leave if she has worked for a minimum of 80 days in the organization in the twelve months immediately preceding the date of her expected date of delivery



Self Declaration :

1. I hereby declare that I meet ALL the eligibility criteria exactly as stated above for the hiring process.
2. I am aware that this selection process is completely free of cost.
3. I am aware that I may be subjected to immediate action by the company at any time during or after the Interview/Selection/Joining if found hiding any information/producing incorrect information or not meeting all the criteria mentioned above.
4. I am flexible to work at any LTI Development Center/ Customer Site/ Partner premise as per business requirement.
5. I am flexible to work in any technology/domain/workshift assigned to me based on the business requirement.
6. I confirm that I have NOT appeared for any LTI interview process anywhere in the past 6 months from the date of my interview process.
(If found so, LTI may take immediate action and cancel the candidature at ANY stage)

Candidate Signature: _____

Name: _____

Institute Name : _____

Mobile No : _____



Ref: 830441/1934594/ELTP

18-AUG-2021

Mr. Ratnesh Kumar Shivnarayan Pandey
Mumbai (Mah) - 400069
Mobile: 7977136270

Subject: Offer of Appointment

Dear **Mr. Ratnesh Kumar Shivnarayan Pandey**


It is our pleasure to welcome you to **Tech Mahindra Limited**.

1. With reference to our discussions, we are pleased to offer you an appointment in our organization as **Associate Software Engineer** at **Band 'U' and Sub Band 'U1'** under **ELTP Scheme**.
2. You will be on probation for a period of **3 months** from the date of joining the Company during which you will be on training. The training program called "**Entry Level Integrated Training and Enablement (ELITE)**" will include classroom training as well as on-the-job training. In case your performance is not found satisfactory during the period of probation, the Company may choose to terminate your services with immediate effect without serving written notice or pay in lieu of notice.
3. Unless informed in writing of the extension of your probation period, for whatsoever reason/s, your employment with the Company will stand automatically confirmed upon successful completion of probation period including successful completion of the ELITE program and satisfactory performance on the job.
4. Your remuneration while on probation has been detailed in **Annexure A**. Upon confirmation, your "Annual Total Cash Compensation" will be **Indian Rupees 3,25,000 (Rupees Three Lac Twenty Five Thousand Only)**. Please refer **Annexure B** for details on the compensation and statutory deductions.
5. Your remuneration package is strictly confidential between you and the Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever.
6. This offer is valid subject to your fulfilling the following:-
 - The academic criteria of minimum aggregate of 60% or as communicated to you at the time of interview;
 - Meeting the set eligibility criteria at the end of your academic course
 - Meeting eligibility criteria for any Company organized training imparted prior to your date of joining and
 - Submission of all necessary legal documentation pertaining to your employment.



7. You are required to sign a **service bond (Draft at Annexure J)** with our organization for a sum of **Indian Rupees 1,00,000/- (Rupees One Lakh Only)**. As per the bond you will be required to serve the Company for a minimum period of **2 years** from the date of your joining. In case you fail to submit the service bond on the date of joining or such other extended timeline informed to you, the Company reserves the right to terminate your employment by giving a seven days' written notice to you. In case you are not posted at your home town, you are entitled to a one-time settlement allowance not exceeding **INR15,000/- (Rupees Fifteen Thousand Only)** towards travel & movement of baggage, initial hotel accommodation and deposit for residential accommodation at the place of initial training and subsequent posting on production of relevant receipts / lease agreement. The Company shall recover the resettlement allowance in case of cessation of service within 2 year from date of joining. Subsequent to your initial training if you are posted outside your training location you are eligible to claim the travel expenses only as per the travel policy of the Company.
8. Your employment with us will be governed by terms and conditions as specified in **Annexure C**.
9. You are required to join on **20-AUG-2021** at the address mentioned in the below Paragraph for training. This Offer stands withdrawn thereafter, unless the date is extended and communicated to you in writing. The location of posting would be communicated to you upon successful completion of training.
10. You are requested to report to **Ashlesha Ramteke** at **9:00 AM** to complete the joining formalities at **TECH MAHINDRA LIMITED, WING - 1, OBEROI GARDENS, CHANDIVALI, ANDHERI (E), MUMBAI - 400072., MAHARASHTRA**. At the time of joining, you are expected to carry originals of the documents as per **Annexure D** and to submit the copies of the same to the HR Team.
11. Please note that this Offer is subject to your background check report being found without any discrepancy either at the time of reporting/joining or thereafter depending upon our receipt of the background check report from the agency.
12. Kindly confirm your acceptance of this offer of appointment to **campusjoining@techmahindra.com** by **20-AUG-2021**.

For Tech Mahindra Limited



Krishna Ramaswami
Head - Resource Management Group

Encl: Annexure-A & B(Salary Structure, Annexure-C Important / Indicative Terms & Conditions of Employment, Annexure-D Check List of Documents, Annexure-E Confidentiality Agreement, Annexure-F Medical Self Declaration, Annexure G Intellectual property Assignment, Annexure-H ? General Covenant, Annexure - I Acknowledgement, Annexure J Indemnity bond

Date:

Signature:
Ratnesh Kumar Shivnarayan Pandey

ANNEXURE - A

NAME	Mr Ratnesh Kumar Shivnarayan Pandey	
TITLE	Associate Software Engineer	
BAND	U1	
LOCATION	MUMBAI	
COMPONENTS		Per Annum (All figures in INR)
BASIC (@30% OF TOTAL FIXED PAY)		67541
HRA (@50% OF BASIC)		33771
BONUS / STATUTORY BONUS		24000
EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND (@12% OF BASIC PAY)		8105
FLEXIBLE COMPONENTS OF TFP		91718
TOTAL FIXED PAY..... (A)		225135
TOTAL VARIABLE PAY (TVP)..... (B)		25015
ADDITIONAL BENEFITS..... (C)		9850
GRATUITY		3249
INSURANCE PREMIUMS (towards GTLI, GMIP AND GPAI)		6601
TOTAL COST TO COMPANY..... (D) = (A) + (B) + (C)		260000

- Salary:** Your salary will be paid monthly through bank transfer on the last day of the month, for which you would be required to open a Bank A/c with any of the Company specified Bank/s. Disbursement of Salary is subject to your regular attendance, submission and updation of Permanent Account Number (PAN) details in the Company's records.
- Flexible Benefit Plan (as applicable):** , You are eligible to choose a combination of the Components as mentioned below, subject to the individual maximum limits as mentioned against each of them, balance if any shall be paid as taxable amount under Additional Personal Pay.

Component	Max Limit
Leave Travel Assistance	12000
Meal Card	26400

(Contd...)

ANNEXURE A (Contd...)

3. **Additional Benefits:** Associates shall be eligible for below mentioned benefits:

- a) **Group Term Life Insurance (GTLI) Coverage:** You would be eligible to be covered under the Group Term Life Insurance Cover, providing Life Insurance Coverage to the associates by paying a lump sum benefit of **INR 20 lakh** to the beneficiary on the unfortunate death of the associate
- b) **Group Medical Coverage Plan (GMIP):** You would also be enrolled under the existing Medical Insurance scheme of the Company with a cover of **INR 3 lakh** (floating cover) applicable to Self, Spouse, 2 children & 2 parents. Cost of coverage of parents (if opted for) will be borne by you. If enrolments of parents is not opted for, the applicable cover (for self only OR self +spouse+up to 2 children) will be **INR 2 lakh**.
- c) **Group Personal Accident Insurance (GPAI) Coverage:** You would be enrolled under the Company's GPAI scheme with a cover of up to **INR 5 lakh** payable in case of permanent disablement arising out of any unfortunate event of an accident.

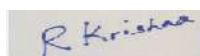
4. **Deductions:**

- a) The Company shall make any deductions from the salary, as it may be stated in the respective policies from time to time. For example, deductions towards Company provided transport, non-adherence as per disciplinary policies etc.
- b) **Statutory Deductions:** Tech Mahindra Limited shall make necessary statutory deductions from your gross salary and directly pay on your behalf to the concerned authorities. In the instances where the Company is not under an obligation to make these deductions, you will agree to make such payments to the concerned authorities. And also, you shall, upon request by Tech Mahindra, provide documents/proofs of such payments.

Notes:

1. Bonus / Statutory Bonus, if applicable as per The Payment of Bonus Act, 1965, shall be paid in 12 equal monthly instalments in advance
2. For purpose of contribution to PF, Gratuity, Superannuation, if any, and encashment of leave, notice period etc., computations will be on Basic Pay.
3. Total Variable Pay (TVP) amount mentioned is maximum amount based on 100% performance; Final payout of TVP will be as per Variable Pay Policy applicable for the Financial Year and actual performance. In addition to above, Associates carrying Individual Revenue Targets (Sales, Relationship Management etc.) will be covered by the 'Performance Bonus Policy' or 'Sales Incentive Policy', as applicable.
4. Please note that the salary structure of The Company may be altered/modified at any time without any prior notice and your remuneration and other terms may accordingly be altered/ modified from time to time. 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.
5. Gratuity shall apply as per the 'Payment of Gratuity Act 1972'

For Tech Mahindra Limited,



Krishna Ramaswami
Head - Resource Management Group

ANNEXURE - B

NAME	Mr Ratnesh Kumar Shivnarayan Pandey	
TITLE	Associate Software Engineer	
BAND	U1	
LOCATION	MUMBAI	
COMPONENTS		Per Annum (All figures in INR)
BASIC (@30% OF TOTAL FIXED PAY)		84865
HRA (@50% OF BASIC)		42433
BONUS / STATUTORY BONUS		24000
EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND (@12% OF BASIC PAY)		10184
FLEXIBLE COMPONENTS OF TFP		121402
TOTAL FIXED PAY.....(A)		282884
TOTAL VARIABLE PAY (TVP)..... (B)		31432
ADDITIONAL BENEFITS..... (C)		10684
GRATUITY		4083
INSURANCE PREMIUMS (towards GTLI, GMIP AND GPAI)		6601
TOTAL COST TO COMPANY..... (D) = (A) + (B) + (C)		325000

- Salary:** Your salary will be paid monthly through bank transfer on the last day of the month, for which you would be required to open a Bank A/c with any of the Company specified Bank/s. Disbursement of Salary is subject to your regular attendance, submission and updation of Permanent Account Number (PAN) details in the Company's records.
- Flexible Benefit Plan (as applicable):** You are eligible to choose a combination of the Components as mentioned below, subject to the individual maximum limits as mentioned against each of them, balance if any shall be paid as taxable amount under Additional Personal Pay

Component	Max Limit
Leave Travel Assistance	12000
Meal Card	26400

(Contd...)

ANNEXURE B(Contd...)

3. Additional Benefits: Associates shall be eligible for below mentioned benefits:

- a) **Group Term Life Insurance (GTLI) Coverage:** You would be eligible to be covered under the Group Term Life Insurance Cover, providing Life Insurance Coverage to the associates by paying a lump sum benefit of **INR 20 lakh** to the beneficiary on the unfortunate death of the associate
- b) **Group Medical Coverage Plan (GMIP):** You would also be enrolled under the existing Medical Insurance scheme of the Company with a cover of **INR 3 lakh** (floating cover) applicable to Self, Spouse, 2 children & 2 parents. Cost of coverage of parents (if opted for) will be borne by you. If enrolments of parents is not opted for, the applicable cover (for self only OR self + spouse + up to 2 children) will be **INR 2 lakh**.
- c) **Group Personal Accident Insurance (GPAI) Coverage:** You would be enrolled under the Company's GPAI scheme with a cover of up to **INR 5 lakh** payable in case of permanent disablement arising out of any unfortunate event of an accident.

4. Deductions:

- a) The Company shall make any deductions from the salary, as it may be stated in the respective policies from time to time. For example, deductions towards Company provided transport, non-adherence as per disciplinary policies etc.
- b) **Statutory Deductions:** Tech Mahindra Limited shall make necessary statutory deductions from your gross salary and directly pay on your behalf to the concerned authorities. In the instances where the Company is not under an obligation to make these deductions, you will agree to make such payments to the concerned authorities. And also, you shall, upon request by Tech Mahindra, provide documents/proofs of such payments.

Notes:

1. Bonus / Statutory Bonus, if applicable as per The Payment of Bonus Act, 1965, shall be paid in 12 equal monthly instalments in advance
2. For purpose of contribution to PF, Gratuity, Superannuation, if any, and encashment of leave, notice period etc., computations will be on Basic Pay.
3. Total Variable Pay (TVP) amount mentioned is maximum amount based on 100% performance; Final payout of TVP will be as per Variable Pay Policy applicable for the Financial Year and actual performance. In addition to above, Associates carrying Individual Revenue Targets (Sales, Relationship Management etc.) will be covered by the 'Performance Bonus Policy' or 'Sales Incentive Policy', as applicable.
4. Please note that the salary structure of The Company may be altered/modified at any time without any prior notice and your remuneration and other terms may accordingly be altered/ modified from time to time. 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.
5. Gratuity shall apply as per the 'Payment of Gratuity Act 1972'

For Tech Mahindra Limited

R Krishna

Krishna Ramaswami
Head - Resource Management Group

ANNEXURE ? C

1. Terms and Conditions

(a) Code of Conduct.

During the period of your employment, you will work honestly, faithfully, diligently and efficiently for the growth of The Company.

(b) Secrecy

You are expected to maintain utmost secrecy with regard to the affairs of The Company and shall keep confidential any information, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions, security procedures, trade secrets, know-how, or inventions of Tech Mahindra Limited or its Affiliate, or any client, agent, contractor or vendor. You shall not disclose the identities and other related information of any of its clients.

Breach of this provision shall be treated as a gross violation of the terms herein and your services are liable to be terminated.

(c) Conflict of Interest

Your position with The Company calls for whole time employment and you will 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 on advisory capacity or be interested directly or indirectly (except as shareholder or debenture holder) in any other trade or business, during your employment with The Company, without written permission from The Company. Contravention of this will lead to termination of your services from The Company without any notice, with or without any liability on the part of The Company for payment of any compensation in lieu of such notice as per the procedure mentioned in Section 3.

(d) Non-Solicitation / Non-Compete

You acknowledge that you have signed Covenant against Disclosure and Covenant Not to Compete/Non-Solicitation ("Covenant"), which is incorporated into this Agreement by reference and is made a part of this Agreement and that it constitutes an integral part of the terms of your employment. In the Covenant, you have agreed that for a period of twelve months following termination of your employment for any reason whatsoever you also confirm and agree that these restrictions are reasonable and are legitimately required to protect the business interest of the Tech Mahindra Ltd.

- i) You will not solicit business and/or sell services/products or build business relationship with customers, you were directly or indirectly involved with, during your tenure in Tech Mahindra Ltd
- ii) You will not interfere with its business relations, including but not limited to soliciting or providing services to any of Tech Mahindra's clients (except as directed by Tech Mahindra Ltd), directly or indirectly.
- iii) You will not be employed by a client of Tech Mahindra Ltd for which you performed services while employed by Tech Mahindra.
- iv) You will not solicit or induce Tech Mahindra Ltd associates to join a client or to compete with Tech Mahindra Ltd.
- v) You undertake not to solicit or induce or endeavor to solicit or induce any consultant, supplier or service provider to cease to deal with the Company and shall not interfere in any way with any relationship between a consultant, a supplier or a service provider and the Company

(e) **Exclusivity of Services, Publications, Gifts/Anti-bribery**

You shall devote all work efforts exclusively to The Company and the furtherance of its interests. Any engagement in additional activities for remuneration or any direct or indirect participation in other enterprises of any kind requires the prior written consent of The Company. The Company's consent shall not be required for ordinary acquisitions of shares or other participation for investment purposes. Membership in the board of directors or supervisory board of other enterprises shall be subject to The Company's prior written consent. Any publications and lectures by you on topics relating to The Company's business or interests shall be subject to The Company's prior written consent.

You agree, to not accept or demand loans, rewards or other benefits, or promises thereof, from The Company's clients or other persons with whom the Associate has official or business contacts in the context of the Associate's activities for The Company, without The Company's prior written consent.

You hereby covenant and undertake that you will:

- not engage in any actions that are, or could be seen to be, bribery of foreign public officials as described in the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the Foreign Corrupt Practices Act of the United States of America (the "FCPA"), the Anti-Terrorism, Crime and Security Act 2001 and Bribery Act, 2010 of the United Kingdom of Great Britain and Northern Ireland; and
- comply with all United Kingdom, United States, German and other Applicable Law prohibiting bribery and in doing so will provide nothing of value to any government official.
- not directly or indirectly offer or have offered or give or given or agree or agreed to give or given to any person any gift, success fee, rebate or consideration of any kind whatsoever including speed or facilitation money or indulge in any activity as an inducement or reward for influencing or carrying out any act and specifically in relation to any business opportunity or a customer including for the purposes of collection or for showing any favour or disfavour to any person or persons in relation to such performance.

(f) **Confidentiality / Non-Disclosure**

You must return to The Company, upon request, and in any event, upon termination of your employment, all documents and tangible items which belong to The Company or which refer to any confidential information and which are in your possession or under your control.

- i) You must, if requested by The Company, delete all confidential information from any reusable material and destroy all other documents and tangible items which contain or refer to any confidential information and which are in your possession or under your control.
- ii) All software, systems, ideas, concepts, designs, documentation or any other material produced by you, during the period of your assignment to the Tech Mahindra will either be Intellectual Property of the Tech Mahindra or that of its customers. You will not have any rights to such material as described above.

You shall execute / sign the Confidentiality Agreement as and when required by Tech Mahindra Limited or the Client.

(g) **Mandatory Period of Service**

In consideration of impartation of training, you shall work in the Company at least for the mandatory period as mentioned below.

During such period of training (including on the job training) and Mandatory Period of Service of **24 (Twenty Four)** months from the date of your joining, you shall not leave, abandon or resign from the services of the Company.

In the event of:

- i) Yourself leaving, abandoning or resigning from the services of the Company
Or
- ii) Your services being terminated by the Company for nonperformance, breach of any of the terms & conditions of your service or for any other reason whatsoever,

During the above-mentioned period of training of 24 (twenty four) months of mandatory period of service from the date of your joining, you shall be liable to follow the terms and conditions mentioned in the Indemnity Bond. You are required to execute the Indemnity Bond on **INR 500 (Rupees Five Hundred)** Stamp Paper and submit the same at the time of joining.

2. Assignments/Transfer/Deputation

On completion of your training period, The Company reserves the right to send you on training/deputation/secondment/transfer/assignments to sister companies, associate companies, clients' locations or third parties whether in India or abroad. In such case, the terms and conditions of service applicable to the new assignment will govern you.

You shall, only at the request of The Company, enter into a direct agreement or undertaking with any customer to whom you may be assigned/seconded/deputed accepting restrictions as such customer may reasonably require for the protection of its legitimate interests

3. Termination of Employment

- i) **Training Period:** During the initial training period as mentioned in Offer letter, your performance would be closely monitored and if your performance is not as per the prescribed criteria, the Company reserves the right to terminate your services without notice.
- ii) Either party can terminate this employment by serving a notice of **90 days** on the other. The Company may at its absolute discretion make a payment representing salary (basic) in lieu of notice of termination. However, for cause like misconduct, gross negligence, willful insubordination or disobedience, misbehavior or non-performance, Tech Mahindra Limited may terminate your services with immediate notice. The Company shall have the right to place you under suspension on subsistence allowance and benefits as applicable pending any investigation into potential dishonesty, gross misconduct, misappropriation, gross negligence, fraud or other circumstances, which expressly provides for termination of your employment which if proved, would entitle The Company to dismiss your services summarily.
- iii) In the event of your serving on The Company a notice of termination of employment by submitting a resignation letter, your release will be governed by the relevant policies in force at that point in time, subject to satisfactory handing over of your duties, responsibilities, Company documents, Company assets, etc. to the relevant parties.
- iv) In case of Associates who are governed by any other service agreement(s) for serving a minimum stipulated period, the associate will need to mandatorily fulfill requirements of **Clause 3** along with applicable exit policy clauses under stipulated service period agreed to and provided therein.

- v) Unauthorized absence or absence without permission from duty for a continuous period of 7 working 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.
- vi) You will be governed by The Company's laid down Code of Conduct and if there is any breach of the same or non-performance of contractual obligation or the terms and conditions laid down in this agreement, your service could be terminated as per the procedure mentioned in **Clause 3** herein above. The Company further reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interests.
- vii) Reference check will be made from your previous employers and other references as may be deemed appropriate. In case there is any adverse report against you which may be detrimental to the interests of The Company or if the information furnished by you is not true, The Company reserves the right to terminate your services as per the procedure mentioned in **Clause 3** herein above on the grounds of misrepresentation of facts.
- viii) In addition to The Company's right to carry the above verifications, you shall fill in and sign the Criminal Disclosure Declaration Form. In the event you have been accused, charged and/or convicted for any criminal offence, at any time whether prior or subsequent to your joining The Company, you shall make full disclosure of the same and furnish all necessary documents in support thereof. In the event you have been accused, charged and/or convicted for any criminal offence, your joining shall be subject to specific written confirmation from The Company. The Company at its sole discretion reserves the right to terminate your employment as mentioned in **Clause 3** or take appropriate disciplinary action against you or revoke this Offer Letter. In the event of suppression of any facts, The Company shall be entitled to take such other action at any time as it may deem fit.
- ix) The Company reserves the right to carry out banned/ illegal drugs/narcotic substance screening tests on you at any point of time during your tenure. You understand and acknowledge that this is a requirement and you have no objections whatsoever if such checks, banned/ illegal drugs/narcotic substance screening tests and verifications are carried out by The Company or a third party agency engaged by The Company. Arising out of such verification or check or otherwise, if it is detected that the information furnished by you in your application is misstated or is unstated or document submitted by you are not correct or banned/ illegal drugs/narcotic substance screening tests, results are positive, The Company shall, at its sole discretion be entitled to forthwith terminate your employment as per the procedure mentioned in **Clause 3** herein above and/or revoke your appointment with The Company, without further reference in the matter.

4. **Statement of Facts**

- (a) 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 the application, and on the ability to handle any assignment/job independently anywhere in India or overseas. 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 standards 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 herein.

- (b) You confirm and represent that there exists no personal circumstances which are likely to affect your liability to discharge your obligations in the course of your employment. You further undertake to notify, your line manager and HR Manager immediately of any material change in personal circumstances that may have impact on the status of your employment including, but not limited to, criminal convictions and/or cases pending, health issues, right to work in the country where work is to be performed etc.

5. **Company Policies**

You are required to comply with all the policies of the Company including but not limited to the Code of Ethical Business Conduct, the Prevention of Sexual Harassment (POSH) and such other policies, as communicated to the associates of Tech Mahindra from time to time. In case of any violation or failure to comply with such Company Policy/policies, the Employee shall be subjected to the disciplinary action as per company policy. These policies are available on Tech Mahindra's intranet. You are requested to visit the site at frequent intervals to get all updates / changes. By signing a copy of this letter, you are consenting that you will visit the intranet site and get familiar with Tech Mahindra's policies. Tech Mahindra reserves the right to interpret, change, suspend or terminate any of its benefits, policy plans or programs in accordance with its needs from time to time.

6. **Personal Indebtedness**

Tech Mahindra Limited shall not be responsible for personal indebtedness or other liabilities incurred by you, during/prior to your employment with Tech Mahindra Limited. You understand and accept that you shall have no authority to pledge the credit of Tech Mahindra Limited to any person or entity without Tech Mahindra Limited's prior written authorization.

7. **Restraints**

Access to Information

Information is available on need to know basis for specified groups. The network file server is segregated to allow individual sectors for projects and units. Access to these are authorized through access privileges approved by unit Mentors or Project Mentors.

Authorization

Only those authorized by a specific power of attorney may sign legal documents, representing The Company.

Smoking

We owe and assure a smoke free environment for our Associates. Barring some areas, the entire office premises including conference rooms, lobbies, is declared as "No-Smoking Zone".

Passwords

Access to our network, development environment and MS-Exchange is through individual's password. For security reasons it is essential to maintain confidentiality of the same.

Unauthorized Software

You shall not install, download, copy and duplicate any unauthorized or unlicensed software, programs, games, attachments on to your computer systems.

Security

Security is an important aspect of our communication and office infrastructure. We have security personnel deployed on all the floors who take care of the security. Those of you who wish to work late or early hours are requested to produce their identity cards to the Security personnel on demand. If there is a need to take some of the equipment's/infrastructure out of the office premises for any reason the associate shall obtain the gate pass

from the security staff after the authorization from your mentor.

The communication security is maintained by controlling physical access to computer systems, disabling all workstation floppy disk drives, and a Company-wide awareness about the need for protection of intellectual property and sensitive customer information. For some projects, The Company uses sophisticated data encryption devices. Your work table and storage space is lockable. Please ensure they are locked when unattended. Duplicate keys are maintained with Security. One can take a duplicate key after signing for it for one's own or team member's table or storage.

(a) **Destroying Papers & Material**

Any official communication, which is confidential in nature, shall be destroyed through paper shredder after the purpose is served.

(b) **Use of Company Resources**

- (i) You shall use The Company's resources only for official purposes as per the applicable Company policy.
- (ii) The Company shall have the right to access the files, folders and data stored in the official laptop provided to you by the Company and to keep track on individual user's activity and logs stored in the official laptop. Further the Company may also monitor the emails and email traffic in your official mail id provided by the Company as measure to ensure compliance with Company's policies and network security. You also authorize the Company representative to access all the data and information stored under your mail id during and after employment with the Company and this access is provided under the applicable data privacy laws. You also expressly waive any other rights as may be available under the applicable Data Privacy laws against the Company for providing such access.

8. **Overseas Service Agreement**

As The Company will be spending substantial amount of time and money for your deputation / secondment abroad, you may be required to sign a deputation agreement with The Company and may also be required to execute a Surety Bond on such terms, as The Company may deem appropriate. (This agreement will consist, inter alia, of issues like (i) your commitment to complete the project (ii) your returning to India after completion of the project and serving The Company for a stipulated period).

9. **Intellectual Property Rights**

You agree to disclose any invention, development, process, plan, design, formula, specification, program or other matter of work whatsoever (collectively "the Inventions") created, developed or discovered by you, either alone or in concert, in the course of your employment and the same shall be the absolute property of The Company. Any Intellectual Property Rights and rights to inventions arise out of your activities hereunder, or if ownership rights cannot be transferred under applicable law, any exploitation rights relating thereto, shall be transferred to The Company in accordance with applicable law. You shall, as and when requested by The Company (at Company's cost and expense), assist The Company in perfecting the Intellectual Property Rights in any manner The Company deems fit.

You shall execute/sign the Intellectual Property Rights Assignment document as and when required by Tech Mahindra Limited or the Client.

10. **Jurisdiction**

Even though The Company may depute you overseas for on-site work or to any other location in India, the jurisdiction concerning any dispute arising out of your employment will be in the courts in **Mumbai** only.

11. Retirement

Your services with the Company will come to an end immediately upon your attaining the age of retirement as per the then prevailing policy of the Company. For the purpose of determining this, the age recorded with The Company shall be considered as final and conclusive.

Termination of employment may also be initiated earlier by either party by serving prior written notice on the other, as per the notice period stipulated in this letter.

12. General

The above terms and conditions including those in **Annexure - A & B** (Salary break up) are based on Company policies, procedures and other rules currently applicable in India as well as Overseas and are subject to amendments and adjustments from time to time. In all services matters, including those not specifically covered here such as Traveling, Leave, Working Hours, Retirement, Code of Conduct, etc. you will be governed by the rules of The Company as shall be in force from time to time.

13. You shall be present in the office during normal working hours as specified in the policies or during hours expressly designated for you in writing. Depending on organizational requirement or project contingencies, you may be required to work on 24*7 project on shift basis if required and your working hours / work days may be modified/ altered from time to time. The Company does not encourage overtime work and accordingly does not have a policy for payment of overtime.

14. You shall provide details regarding the utilization of your time by entering the same into Tech Mahindra Limited's electronic timesheet system on a daily basis. In case you are attached to any project where the client may have requirement of recording specific time-efforts, you shall comply with such requirement also, in addition to Tech Mahindra Limited's timesheet system.

15. This offer is purely based on the information / documents provided by you and by accepting the offer, you specifically authorize The Company or any external agency through Tech Mahindra Limited to verify your educational, employment antecedents, your conduct and any other background checks prior to your joining The Company or thereafter. You shall extend your co-operation (if asked for) during such verification without any protest or demur.

This is to certify that I have gone through and understood all the terms and conditions mentioned in **Annexure ? C** and I hereby accept and agree to abide by them.

Name in full :

Signature :

Address :

Date :

Place :

ANNEXURE - D - Checklist of Documents

At the time of joining, you are requested to bring the following documents in **original (For Verification only)**.

(a) Certificates' supporting your educational qualifications along with marks sheets - **Three** copies each

- Xth Certificate & mark sheets
- XIIth Certificate & mark sheets
- Degree Certificate & Semester/year-wise mark sheets
- Master's Certificate & Semester/year-wise mark sheets
- Diploma/PG Diploma Certificate & Transcripts
- Any other Certificate with supporting documents ?if any

(b) Acceptance copy of Tech Mahindra Limited's offer of appointment duly signed

(c) **Five** passport-sized color photographs with white background

(d) **Valid Passport**

Please submit copy of the valid Passport (front and back pages). In case you have applied for it, please submit the proof of Passport Office submission ticket. Upon receipt of Passport from Passport Office, please submit the documents to HR.

(e) **PAN Card and Proof of PAN Number**

You MUST carry and provide your PAN Card copy. Please note that it is mandatory to provide the PAN number for processing of your payroll and no payments on account of salaries can be made without a PAN Number. If applied for please submit a copy of the acknowledgement as issued by the Income Tax authorities.

(f) **Aadhaar Card**

You MUST carry and provide your Aadhaar Card copy. Please note that it is mandatory to provide your Aadhaar card number for processing KYC in EPFO portal. If applied for, please submit a copy of the acknowledgment as issued by the authorities.

(g) **Indemnity Bond**

*Print only the first page of **Annexure J** on a Stamp Paper of **INR 500/-** and rest of the pages on plain white paper. Have one Surety (Blood relations i.e. father/mother/elder brother/sister with independent income only) sign at the designated space on the last page of the Bond. Tech Mahindra will have a Notary available on the day of joining at joining location to facilitate notarization of Bond. These services will be chargeable and payable directly to the Notary by you. Should you desire to get the Bond notarized on your own, you may do so. In case of non-availability of Notary at joining location, you will be guided by the Joining Team on further action.*

Note: -The Bond has to be notarized as on the date of joining. Please **DO NOT** get a pre-notarized bond.

Your offer has been made based on the information furnished by you. However, if there is a discrepancy in the copies of the documents/certificates given by you as a proof in support of the above, the Company reserves the right to revoke the offer.

Please bring all the certificates supporting your educational qualifications along with mark sheets in original for verification only.

ANNEXURE - E - Confidentiality Agreement

I understand that during my employment with Tech Mahindra Limited., I will have access to information for its customers, suppliers, vendors and licensors, any or all of which are referred to in this agreement "Tech Mahindra Limited. I also understand that this information, whether technical or non-technical is commercially valuable. It is referred to in this agreement as "confidential information".

A few examples of confidential information are given below. However these examples do not list all of the types of confidential information which I may develop or to which I may have access:

- 1) Information of a business nature such as marketing, underwriting, associate customer and claimant data, sales, and list of customers, including future developments and planning concerning them.
- 2) Computers /software programs and associated documentation and material which are propriety to Tech Mahindra Limited or which Tech Mahindra Limited. is under an obligation to prevent this disclosure.
- 3) Information from Tech Mahindra Limited's vendor and supplier which is confidential, propriety or copyrighted.
- 4) I hereby agree that :
 - The confidential information shall remain the sole and exclusive propriety of Tech Mahindra Limited and I shall regard it as confidential and secret information.
 - The confidential information is the property considered to be the trade secrets of Tech Mahindra Limited because it involves processes and compilation of information which are secret, confidential, and not generally known to the public and which are the products of expenditure of time, effort, money, and /or creative skills of Tech Mahindra Limited.
 - The use of confidential information is furnished to me during my employment on a confidential and secret basis for a sole and exclusive use and pursuing my employment duties at Tech Mahindra Limited.
 - I will not, during and after my employment at Tech Mahindra Limited., publish, disclosed, or otherwise divulge the confidential information to any person not specifically authorized by Tech Mahindra Limited. to receive such information.
 - I will not copy and confidential information for any purpose except with the express consent of the Tech Mahindra Limited officials or the expressed written authorization of the third party owner.
 - Upon termination of my employment with Tech Mahindra Limited., or at any other time at Tech Mahindra Limited. request, I agree to return promptly to Tech Mahindra Limited., all confidential information, including but not limited to all manuals, letters, notes, notebooks, reports, formulae, computer programs and associated documentation and material, memoranda, customer list and all other materials and all copies of them relating in any way to Tech Mahindra Limited which in any way were obtained by me during my employment at Tech Mahindra Limited which are in my possession or under my control. I further agree that I will not make or retain any copies of the above mentioned information and will so represent to Tech Mahindra Limited upon termination of my employment.
 - This confidentiality agreement will continue to be in effect after the termination of my employment with Tech Mahindra Limited.

If any provision of this agreement is declared invalid or unenforceable with respect to a particular occurrence or circumstance or otherwise, that will not affect the validity, enforceability, or applicability of any other provision of this agreement.

Name :
Signature :
Date :

ANNEXURE - F - Medical Self-Declaration

MEDICAL DECLARATION FORM			
Applicant ID (To be filled by HR)		Associate ID (To be filled by HR)	
First Name: <input type="text"/>		Last Name: <input type="text"/>	
Gender: Male / Female <input type="text"/>	Date of birth (DD/MM/YYYY) <input type="text"/>	<input type="text"/>	Blood Group <input type="text"/>

Candidate's Medical History:

Candidate's Medical Details	Yes	No	Please provide the details
Do you have any defect or problem of vision?			
Can you readily distinguish between the pigmentary colors?			
Do you suffer from a degree of deafness which would prevent your hearing of normal conversation?			
Do you have any physical deformity / handicap?			
Do you have any congenital disorder / abnormality?			
Have you ever been diagnosed to have any Psychiatric ailment including Depression, Anxiety Neurosis, Phobic Disorders, Schizophrenia, Manic Depressive Psychosis or any other Psychiatric illness?			
Have you ever been diagnosed with an alcohol or drug abuse problem? If yes, are you on treatment for the same?			

Have you ever been disqualified on medical grounds from any previous employment opportunity?			
Have you ever been suffering from any Medical condition that may require you to take Medical Leave over the next 12 months?			
Have you had any form of critical illness or operation in the last two years?			
Have you ever been diagnosed to have Cancer, Tumor, Cyst or any similar type of growth?			

Have you ever suffered/are you suffering from any of the following? (Please tick whichever applicable)

	Heart Attack		Diabetes
	High Blood Pressure		Stroke
	Night Blindness		Valve Disorders
	Asthma		Slipped disc
Any other major disease/illness that you may be willing to disclose			

Candidate's Declaration:

I declare that, to the best of my knowledge, the answers to the questions in this form are correct and that I am not suffering from any disease/illness that I have not revealed.

Signature: _____

Name: _____

Date: _____

(DD/MMM/YYYY)

ANNEXURE - G - Intellectual Property Assignment

Associate Name:

Associate ID:

Date:

In consideration of my employment with Tech Mahindra Limited and in view of the confidential nature of employment by reason of which I will obtain and have obtained special knowledge of Tech Mahindra Limited and business, its necessities and plans and the information of its customer, I hereby agree as follows:

(a) Intellectual Property Assignment

I hereby assign, to Tech Mahindra Limited or its successor, designees or assigns, any and all rights in any design, invention, discovery, or other intellectual property (including without limitation, right to apply for and obtain a patent) which I may create, develop or assist in creating or developing during my employment which design, inventions, discovery and other intellectual property relate to services provided/ to be provided or products or systems manufactured or developed or licensed or sold by Tech Mahindra Limited whenever made by me and for any work made and/or created or cause to made and/or created in the course of my employment whether on the customer project or otherwise.

Tech Mahindra Limited shall be the first owner of the copyrights therein and for work made and/or created or cause to made and/or created in the course of my employment. If by virtue of any law or any judgment, Tech Mahindra Limited is not the first owner, then I hereby assign, exclusively and irrevocably, the same, wholly and generally, forever throughout the world, without any obligation of payment of royalty or any other sum of money or benefit(s), the whole of the copyright(s) in all such work(s) and further waive all my moral rights wholly in favour of Tech Mahindra Limited I also agree to sign on demand, whether during the employment or any time thereafter, any papers and do any acts which may be deemed necessary or desirable by Tech Mahindra Limited to secure to Tech Mahindra Limited, its successors, designees, or assign, any right relating to such design, invention, discovery, copyright or intellectual property and improvement including patents in India or any other foreign country.

(b) Restrictions after Termination

I further agree upon termination of my employment to surrender to Tech Mahindra Limited all software programs, data (whether in hard copy form or in electronic form), notebooks, designs, drawings, blueprints, writings, manuals, price books, any business or market information, business and technical brochures, service models and techniques and other documents and materials (including all copies) then in my possession or control, which relate in any way to the business, research, development, sales, sales promotions, marketing or customer's information or other activities of Tech Mahindra Limited The obligations stated under this Agreement shall survive the termination or discontinuation of my employment with Tech Mahindra Limited.

WITNESSED

ACCEPTED

ANNEXURE - H - Agreement ? General Covenant Against Disclosure and Covenant Not to Compete / Non- Solicitation

In consideration of my employment "Tech Mahindra Limited", and in consideration of the wages or salary to be paid to me, and regardless of the duration of my employment, I enter into the following agreements:

1. I agree to perform competently, diligently, reliably, and to the best of my ability all duties required of me from time to time by Tech Mahindra Limited I shall not directly or indirectly, either as an associate, employer, consultant, agent, principal, partner, stockholder, corporate officer, director or in any other individual or representative capacity, engage or participate in any business that is in competition in any manner whatsoever with the business of Tech Mahindra Limited during the term of my employment with Tech Mahindra Limited either within or outside of business hours.
2. I acknowledge and agree that I am bound by all of the terms and conditions of my Service Agreement in addition to the terms and conditions of this agreement.
3. **Actions Required on Termination:** Upon termination of my employment at Tech Mahindra Limited whether voluntary or involuntary (or at any other time upon the request of Tech Mahindra Limited.), I shall return to Tech Mahindra Limited all of its property of which I have had custody, including all handbooks, manuals, notebooks, supplies, credit cards, keys, disks, tapes, records, statistics, data and Confidential Information (defined herein) for which I have acquired by virtue of my employment, regardless of form or media.
4. **Covenant Against Disclosure:** I understand that it may be desirable and necessary for Tech Mahindra Limited or any of its suppliers, licensors, licensees or customers to disclose to me information which may include, by way of illustration and not by way of limitation, technical information, designs, drawings, processes, systems, procedures, formulae, test data, improvements, price lists, financial data, code books, invoices, financial statements and other financial information, computer programs, disks, printouts, sketches, customer and prospect contacts, customer and prospect lists, names, addresses or any other compilation of information written or unwritten (both individually and collectively referred to herein as "Confidential Information") during the course of my employment.

Because I will have access to and become familiar with such Confidential Information, I hereby agree to accept and retain such Confidential Information in confidence and agree, at all times during or after the termination of my employment, not to, directly or indirectly, disclose, reveal, use, copyright or patent such Confidential Information, without the prior written consent of an authorized officer Tech Mahindra Limited I also agree to keep the contractual relationships of Tech Mahindra Limited with its suppliers, licensors, licensees, customers, contractors, and subcontractors confidential, including the names, addresses, or special requirements of Tech Mahindra Limited's customers. This Section 4 is intended to apply to all materials, which I may compile, as well as to all materials furnished to me by anyone else in connection with my employment.

- a. Because it may not be clear to Associate which information is Confidential Information, in order to minimize the possibility of inadvertent disclosure, Associate agrees to consult with Tech Mahindra Limited before making any disclosure of information covered by this Agreement.

- b. Associate may disclose information if such disclosure is directly pursuant to a valid and existing order of a court, or a governmental body or agency, within India; provided, however, that prior to such disclosure, the Associate (i) notifies Tech Mahindra Limited in writing of the prospective order, or proceeding giving rise to such order, and (ii) Tech Mahindra Limited has had the opportunity to prevent or limit such disclosure.
- c. In the event of a breach or threatened breach of this Section 4 by Associate, Tech Mahindra Limited shall be entitled, in addition to all other remedies otherwise available to Tech Mahindra Limited to and Associate hereby consents to the issuance thereof forthwith in any court of competent jurisdiction without proof of specific damages. Associate waives any requirement for a bond in connection with any temporary or pendente lite injunctive relief.
- d. In the event that Tech Mahindra Limited shall enforce any part of this Agreement through legal proceedings and obtains any judgment or order in such proceedings, Associate agrees to pay to Tech Mahindra Limited any costs and attorneys' fees reasonably incurred by Tech Mahindra Limited in connection with obtaining such judgment or order.

If any court should hold any part of the covenants set forth herein to be unreasonable, or otherwise unenforceable, the parties expressly agree that the covenants set forth herein shall be enforced to the extent that would otherwise be deemed reasonable or enforceable. In the event of any breach by Associate, the Non-Compete Period shall be extended on a per diem basis for the period that Associate is in breach.

5. **Ownership of Work Product:** Tech Mahindra Limited shall be the sole owner of all of my work product. For this purpose, "work product" means all inventions, improvements, discoveries, documentation, programming and technology (including all associated intellectual property rights) that I may create (alone or with others, at work or elsewhere, during or after the normal workday) relating to the work I do, the business of Tech Mahindra Limited or any research or development conducted by Tech Mahindra Limited I agree to assign, disclose and deliver to Tech Mahindra Limited as Tech Mahindra Limited's property, all right and evidence I may have or acquire with respect to any and all work product, and I agree to take such further actions and sign such further instruments as Tech Mahindra Limited may request from time to time to protect and defend its ownership of any and all work product. I understand that disclosure of my suggestions and ideas is encouraged.
6. **Partial Restriction on Post-Termination Competition:** Background. Tech Mahindra Limited expects to invest considerable time, effort and capital in enhancing the value and desirability of my skills. Both this investment and my compensation reflect Tech Mahindra Limited's expectation of receiving a considerable return from the exclusive use of my services and know-how in the future, free from any danger that Tech Mahindra Limited's customers or competitors may attempt to cause me to leave Tech Mahindra Limited and wrongfully gain the benefit of Tech Mahindra Limited's investment. The partial restraint set forth in this Section 6 does not, and cannot, provide complete protection for Tech Mahindra Limited's investment, development efforts, product, strategy, proprietary and Confidential Information, but Tech Mahindra Limited believes that in combination with the other provisions of this Agreement, it is the most fair and reasonable measure to protect Tech Mahindra Limited's interest, giving due regard to both my interests and the interests of Tech Mahindra Limited .

7. **Covenant Not To Compete.** I hereby covenant and agree as a part of and ancillary to this Agreement

that for the period of 12 months following the termination of my employment with Tech Mahindra Limited (irrespective of the reason for or such termination),

- a) I will not solicit, or attempt to solicit, or cause any third party to solicit, directly or indirectly, any customer of Tech Mahindra Limited for the purpose of selling or licensing products or services that are then competitive with the products and services that are then available to that customer from Tech Mahindra Limited provided, however, that this restriction shall apply only to customers of Tech Mahindra Limited with whom I actually have material contact (meaning direct interaction, such as through sales calls, presentations or other business dealings) in the course of performing my employment duties for Tech Mahindra Limited within the 12 months period preceding the date my employment with Tech Mahindra Limited ends. It is understood that this restriction is necessary to avoid possible compromise of Confidential Information and business interest;
- b) I will not (1) seek or obtain employment of any kind by any means, directly or indirectly, as either associate, agent or consultant, with any customer of Tech Mahindra Limited's for which I am providing services on behalf of Tech Mahindra Limited that are competitive with the products and services available to the client from Tech Mahindra Limited provided however, that this restriction shall apply only to employment to perform the same or substantially similar services that I am performing for the client as a Tech Mahindra Limited associate; or (2) induce or solicit any associate of Tech Mahindra Limited to seek or obtain such employment with a customer of Tech Mahindra Limited This restriction applies to my acceptance of any employment by a customer through general advertising or third party recruitment;

I accept and agree that the above covenants (a) and (b) are reasonable restrictions imposed with an objective to protect Tech Mahindra Limited's legitimate business interests and proprietary and confidential information. Given the compensation and benefits provided to me, I agree that the restriction as to time and scope contained herein are reasonable and necessary to protect Tech Mahindra Limited's business interests and proprietary information. I have sufficient skills to find alternative, commensurate employment that would not violate the terms of this undertaking. I acknowledge that adherence to this undertaking shall not deprive me of the ability to earn a living or support my dependents.

8. **Compliance Not Contingent Upon Additional Consideration:** I understand and acknowledge that the wages, compensation,, benefits training and experience that Tech Mahindra Limited provides to me shall be full and sufficient consideration for the promises contained in this Agreement. I have not been promised, and shall not claim, any additional or special payment or compliance with the covenants and agreements herein.
9. **Damages and Remedies:** I acknowledge and agree that if violate this Agreement, Tech Mahindra Limited may take legal action against me as follows: (1) Tech Mahindra Limited may take legal action in the court specified below in **Section 13** for the liquidated damages specified in **Section 6** above and (2) a violation of this Agreement is likely to cause severe and irreparable Cause injury to the business, good will, client relations and proprietary information of Tech Mahindra Limited., an injury that is not adequately compensable by money damages alone. Accordingly, in the event of a breach (or threatened or attempted breach) of this Agreement, Tech Mahindra Limited. shall, in addition to any other rights and remedies, be entitled to immediate, appropriate injunctive relief, or a decree of specific performance of this Agreement, without the necessity of showing any irreparable injury or special damages, in any court of competent jurisdiction.

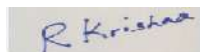
10. **Severability:** Each clause and provision of this Agreement is severable from the contract and if one provision is declared invalid, the remaining provisions shall nevertheless remain in full force and effect. Further, the invalid provision or part shall remain enforceable to the extent permitted by law.
11. **Entire Agreement:** This Agreement reflects the full and complete agreement between myself and Tech Mahindra Limited on the subjects covered herein and supersedes and replaces all prior negotiations or agreements, whether written or oral. This Agreement shall only be modified, altered or replaced by a subsequent writing, signed by myself and an authorized officer of Tech Mahindra Limited.
12. **Binding Effect:** This Agreement shall inure to the benefit of, and be binding upon, my heirs, executors, administrators and personal representatives as well as the subsidiaries and affiliates of Tech Mahindra Limited (together with their successors and assigns).
13. **Choice of Law:** This Agreement will be governed and controlled in all respects by the laws of India.
14. **Choice of Forum:** The parties submit to the jurisdiction and venue of India with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient.

In the event of any violation of the terms of this clause, I agree that I shall be liable to Tech Mahindra Limited for liquidated damages in the amount of the gross salary earned by me during the preceding one year from the date of such breach. I acknowledge and agree that said amount constitutes liquidated damages and not a penalty, and that the amount is a reasonable and fair estimate of the actual damages that Tech Mahindra Limited would incur upon such breach.

Following the expiration of the one year period described herein, I shall continue to be obligated under the Covenant Against Disclosure in Section 4 so long as such Confidential Information remains proprietary or protectable as confidential or trade secret information.

Executed this _____ day of _____, 20____

For and on Behalf Of
Tech Mahindra Limited



Krishna Ramaswami
Head - Resource Management Group

Signature

(Ratnesh Kumar Shivnarayan Pandey)

ANNEXURE - I - ACKNOWLEDGMENT

This acknowledgment shall be attached to and considered part of the employment agreement executed this date by and between Tech Mahindra Ltd "Company" and the **Mr. Ratnesh Kumar Shivnarayan Pandey** "Employee".

The Employee recognizes, understands and specifically agrees to the restrictive covenant contained in the foregoing agreement. The Employee further acknowledges that said restrictive covenant and the territorial limitations set forth therein is reasonable.

I understand that my employment with the Company is absolutely conditioned upon execution of this Acknowledgment and agreement. I have fully read, understood and agree to be bound by the attached agreement and this Acknowledgment. I, **Ratnesh Kumar Shivnarayan Pandey** hereby further acknowledge and confirm that I have read and understood the foregoing agreement. I understand that I have the right and the time to have this agreement reviewed by Advocate of my choice but has declined to do so.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Employee has set his or her hand on this ____day of _____ (month), _____ (year), and hereby acknowledges, understands and agrees to the above.

[Name & Signature]

Witness/ Notary Public: _____

Annexure - J - INDEMNITY BOND WITH SURETY

This Indemnity is made and executed at <<Joining Location>> on this << Joining Date>> day of << Joining Month>> << Joining Year>> by Mr. /Ms. /Mrs. << Name >> age <<Age>> S/o Mr. <<Father's Name>> a permanent resident of <<Address>> *hereinafter called "Employee" which expression shall, unless repugnant to the context or meaning thereof, mean and include his heirs, legal representatives, administrators, executors and assigns] the party of the first par

AND

Mr. <<Name of Surety>> age <<Age>> S/o Mr.<< Father's Name of Surety>> a permanent resident of << Surety Address>> [hereinafter called "Surety" which expression shall, unless repugnant to the context or meaning thereof, mean and include his heirs, legal representatives, administrators, executors and assigns] the party of the second part,

IN FAVOUR OF Tech Mahindra Limited, a company incorporated under the Companies Act, 1956 and having its Corporate Office at Info city, Hi-tech City Layout Madhapur, Hyderabad 500081, India [hereinafter called "**Tech Mahindra**" which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors-in-interest and permitted assigns].

WHEREAS the **Employee** has been selected for appointment as _____ in the Band _____ in the service of Tech Mahindra.

AND WHEREAS an Offer of Appointment containing the terms and conditions of the appointments has already been issued to the **Employee** vide letter No _____ dated _____ of **Tech Mahindra**.

AND WHEREAS the acceptance of the terms and conditions of the appointment has already been communicated to **Tech Mahindra** on _____ by the **employee**.

AND WHEREAS one of the terms and conditions of the appointment is that the Employee shall undergo an initial training programme called Entry Level Integrated Training and Enablement (hereinafter referred as ELITE) which may also include the project specific training/s and would be subsequently placed on assignments relating to various projects of Tech-Mahindra. The Employee shall serve Tech Mahindra for a minimum period of **twenty four (24)** months from the date of joining of the Employee and execute an indemnity with surety in favour of **Tech Mahindra**.

NOW THIS INDENTURE WITNESSETH as under:

1. In compliance of the aforesaid condition in Offer of Appointment subject to which **Tech Mahindra** has agreed to give appointment to the Employee, the Employee **hereby** undertakes to undergo the Initial Training Programme as provided by **Tech Mahindra** without any interruption whatsoever and serve **Tech Mahindra**, on its various projects at any location, in India or abroad, for a minimum period of **twenty four (24)** months from the date of joining.
2. The **Employee** hereby undertakes to devote his/her full time and attention to the business of **Tech Mahindra** with due care, skill and diligence. The **Employee** further undertakes to use his/her best efforts in the performance of his/her duties and responsibilities and abide by the rules and regulations of **Tech Mahindra**.
3. The **Employee** hereby undertakes to honor the commitment made by **Tech Mahindra** to its customer/s for completion of any project/s and further undertakes not to abandon any project before its completion.
4. The party of the Second Part i.e. _____ agrees to stand as Surety for the due performance of the obligation of the **Employee** under this agreement of indemnity. **In case of breach of the terms of this indemnity by the Employee and failure to indemnify Tech Mahindra**, the Surety shall be jointly and severally liable to pay the aforesaid amount of **INR 100,000/- (Rupees One lakh only)** to **Tech Mahindra** with an interest at the rate as specified herein below, immediately on demand.
5. The **Employee** further agrees and undertakes that in case, he/she commits breach of the above conditions and resigns from or leaves/abandons the service and/or neglects in performance of the duty assigned to him/her leading to termination of his/her service as per rules/regulations, by **Tech Mahindra**, he/she shall pay an amount of **INR 100,000 (Rupees One lakh only)** with the interest thereon @ **15% per annum** from the date of breach of the above till the payment thereof, as liquidated damages/cost of training including on the job training, the expenses which **Tech Mahindra** has incurred/may have to incur in recruiting another employee in his/her place, and also on account of business loss suffered/to be suffered by **Tech Mahindra** during intervening period. The employee and surety agree that assessment of liquidated damages as assessed as **INR 100,000 (Rupees One lakh only)** are reasonable, which they both agree to pay jointly and severally, on demand made by **Tech Mahindra**.
6. Notwithstanding anything contained herein above, furnishing of this indemnity will not create any right in favour of the **Employee** to continue in the service of **Tech Mahindra** for the aforesaid term of **twenty four (24)** months, and **Tech Mahindra** shall always have the right to take appropriate action against the **Employee** as per terms of the appointment letter and/or the rules and regulations of **Tech Mahindra** as applicable, in case of commission of any misconduct by the **Employee**.
7. The amount specified above shall constitute a debt owing to **Tech Mahindra** and shall be recoverable from the **Employee** and the Surety jointly and severally with interest thereon at the rate specified above till the payment thereof.

IN WITNESS whereof, the **EMPLOYEE & the SURETY** have put their signatures in the presence of the witnesses.

Signed and delivered by the Party of the first part i.e. the Employee having read and understood the contents/terms of this Indemnity Bond

Name of First Part:

Sig:

Signed and delivered by the Party of the second part i.e. the Surety having read and understood the contents/terms of this Indemnity Bond

Name of Surety:

Sig:

S/d by:-

1. WITNESS: _____
(Name)

NAME & ADDRESS:

2. WITNESS: _____
(Name)

NAME & ADDRESS

BOARD OF APPRENTICESHIP TRAINING (WESTERN REGION)

(An Autonomous Body Under Ministry of Human Resource Development, Department of Higher Education, Government of India)

2nd Floor, Administrative Building, ATI Campus, V.N. Purav Marg, Sion, Mumbai - 400022

Phone No: 022 - 24055635 / 24053682 Fax No: 022-2405 5923 Email: placement.boatwr@gmail.com

Website: <http://www.mhrdnats.gov.in/>



APPRENTICESHIP CONTRACT REGISTRATION FORM

APPRENTICE INFORMATION

Name	Gender	Date of Birth	Age	
YADAV SHRIRAM RAMDULAR ISHA	Male	30-Mar-1999	23	
Father / Mother Name	Enrollment Number	Caste	PWD	
ISHA	WMHG012201003430	OTHERS	NO	
Address for Communication		Mobile Number	Email Address	
1/A-402, Siddhi building CHS, Gen.A.K.Vaidya Marg, Malad East Borivali East, MUMBAI MAHARASHTRA - 400097		7715871420	yadavshriram002@gmail.com	

EDUCATIONAL QUALIFICATION

Name of the Institution / College / University	Univ. Regn. Number / DOTE / DTE Regn. Number / +2 Regn	Month & Year of passing	Educational Qualification
LATE SHRI. VISHNU WAMAN THAKUR CHARITABLE TRUST, VIVA INSTITUTE OF TECHNOLOGY, SHIRGAON	16013115373	Oct-2020	Graduate in ELECTRONICS & TELE-COMMUNICATION ENGINEERING

TRAINING DETAILS

Training start date	Period of Training	Stipend Rs. per month	The apprentice would be undergoing training under section 22 (1)
06-Jan-2022	12 Months	9000.0	
Contract Regn. No.	Approved On	Approved By	
WMHGP21012000924	31-Jan-2022	mhgofficer7	

NAME AND ADDRESS OF THE EMPLOYER

ELECTRONICS REGIONAL TEST LABORATORY - WMHMCS000055 Central Road, MIDC AREA, SEEPZ MUMBAI, MAHARASHTRA - 400093

We, the Employer, Apprentice hereby declare that we have read the contents of the Apprenticeship Contracts as per the Apprenticeship Rules, 1962, as amended from time to time and agree to abide by all the provisions made thereunder. We also declare that all the provisions of the Apprentices Act, 1961, as amended from time to time including those relating to Registration and Termination of Contract are binding on us. However, we declare that the 50% stipendiary reimbursement for this contract shall not be claimed from the Government of India. According to the apprentice, it is inferred, that the apprentice has not undergone apprenticeship training elsewhere or had work. We will impart Apprenticeship training according to the approved training module/programme.

It is requested that the Registration Number may kindly be noted in your records and the claims for the reimbursement of Government share of stipend if any, may please be sent to this office once in a quarter along with Progress Report of the apprentices in the prescribed Form Apprenticeship -3.

NOTE

This is system generated ACRF document. Agreeing to the terms and conditions in the workflow is as good as signing of physical contract form on mutual agreement between Student and Establishment. It has all legal binding as per the law if mutual trust is breached.	
IP address of Establishment submitting this request: 172.31.3.254	IP address of student accepting this request: NA



TERMS AND CONDITIONS OF THE CONTRACT OF APPRENTICESHIP FOR GRADUATE AND TECHNICIAN APPRENTICES

1. The period of training shall be one year (In the case of Sandwich students the period of the training shall be as stipulated in curriculum)
2. It shall not be obligatory on part of the employer to offer any employment to the apprentice on successfully completing the apprenticeship training in their establishment nor shall it be obligatory on part of the apprentice to accept an employment under the employer

NOTE: If, however, there is a condition in the contract of apprenticeship that the apprentice shall after the successful completion of training serve the employer, the employer shall, on such completion be bound to offer suitable employment to the apprentice and the apprentice shall be bound to serve the employer in that capacity for such period and for such remuneration as may be specified in the contract subject to the approval of the Central Apprenticeship Adviser.
3. Every apprentice undergoing apprenticeship training in an establishment shall be a trainee and not a worker and as such the provisions of any law with respect to labor shall not apply to or in relation to such apprentice
4. (i) The apprentice shall abide by the rules and regulations of the establishment in all matters of conduct and discipline and safety and carry all lawful order of the employer and superiors in the establishment
ii) The apprentice shall learn his subject field conscientiously and diligently and attend to practical and instructional classes regularly
iii) The apprentice shall maintain a record of his work during the period of apprenticeship training in a proforma approved by the apprenticeship advisor
iv) Where the contract of apprenticeship is terminated for failure on the part of the apprentice of carry out terms of contract, the apprentice shall refund to the employer as cost of training such as amount as may be determined by the apprenticeship adviser. In such event, the apprentice shall not be entitled to enter into another contract of apprenticeship under the act with any other employer
(v) The contract of apprentice can be terminated without compensation payable by the apprentice (a) If he/she secures gainful employment (on production of copy of the appointment order) and (b) If he/she is unable to continue training on medical grounds (on production of a certificate to this effect from a medical officer not below the rank of civil surgeon)
(vi) For breach of contract by the employer, the employer shall pay compensation to the apprentice an amount equivalent to his three months last drawn stipend
(vii) Continuance of payment of stipend shall depend on the satisfactory performance of the apprentice during the period
5. (i) The employer shall make a suitable arrangement in his establishment for imparting a course of apprenticeship training to the apprentice in accordance with the provisions for the Act and Rules made there under and with the approval of the respective Regional Central Apprentice Adviser
(ii) Every employer is required to formulate a "Training Programme" for the training of Graduate/Technician apprentices and get it approved by the respective Regional Central Apprentice Adviser
(iii) The employer will arrange for suitable person to be placed in charge of training of apprentices as laid down
6. (i) A Graduate/Technician Apprentice shall work according to the normal hours of work of the department in the establishment to which they are attached for training. Leaves for apprentices will be guided by the training establishments leave policy.
(ii) The stipend of a particular month shall be paid on or before the 10th of the following month
7. Please preserve copy of the ACRF and Certificate submitted by the candidate for future reference



HRD/CR/2021/12/1139100

December 16, 2021

Srishti Shetty
Emp. No. 1139100
STG

Dear Srishti,

As we find ways to keep up with these changing times, let's take a moment to reflect upon and appreciate some of the great work we have delivered as an organization. Our wins would not have been possible without you. We thank you for your unparalleled support and efforts to overcome the current challenges and ensure success in all aspects. At Infosys, we strive towards ensuring that you find meaning and purpose, both professionally and personally, while building this transforming enterprise, learning continuously, and moving onwards and upwards. You play a pivotal role in the long-standing relationships we've built over the years with our clients and are a key pillar of this organization.

We are pleased to revise your compensation in acknowledgment of your commitment and performance with effect from **December 01, 2021**.

The revised compensation is:

Total Gross Salary: INR 52,084/- per month

All other terms and conditions of your employment remain unchanged.

As we continue to grapple with these unprecedented times and consistently reimagine the way we work and live, we look forward to your support and commitment to deliver impact outcomes to our clients and the world around us!

Best regards,



Shankar Krishnamurthy
EVP and Group Head – Human Resources



Emp. No. 1139100
Role Designation: Digital Specialist Engineer
PL: 3
Unit: STG

ANNEXURE I

SALARY COMPONENTS	CURRENT SALARY Amount (in INR per month)	REVISED SALARY Amount (in INR per month)
Fixed Salary		
Basic Salary	20,840 /-	26,050 /-
Basket of Allowances	13,157 /-	16,445 /-
Bonus / Ex-Gratia	4,168 /-	5,210 /-
Retirement Benefits		
Provident Fund	2,501 /-	3,126 /-
Gratuity	1,002 /-	1,253 /-
Total Fixed Salary	41,668 /-	52,084 /-
TOTAL GROSS SALARY	41,668 /-	52,084 /-
TOTAL GROSS SALARY (per annum)	500,016 /-	625,008 /-

Basket of allowance includes HRA, LTA, Medical, Children's Education, and Transport Allowance.

Please note that your acceptance of the above mentioned compensation will be considered as an acceptance of the other terms laid out in the letter in addition to your existing terms of employment.



CONFIRMATION LETTER

Ref No: AE0484 / 4661

Date: 08-Oct-2021

To,

Mr. Omkar Prakash Kajrolkar,

Room No.6,Parab Chawl, Near Times Of India, Bandongari,
Tanaji Nagar, Kunar Village malad, Mumbai-400097.

Dear **Omkar,**

This has reference to your appointment letter dated **31-Mar-2021**; we have pleasure in confirming your appointment with us as **Engineer** with effect from **01-Oct-2021**.

You shall be entitled to receive all the benefits of a confirmed employee hereafter. All other terms and conditions of your employment remain the same.

We look forward to your continued efforts in the direction of mutual growth.

Thanking you,

For **AutomationEdge Technologies Pvt.Ltd..**

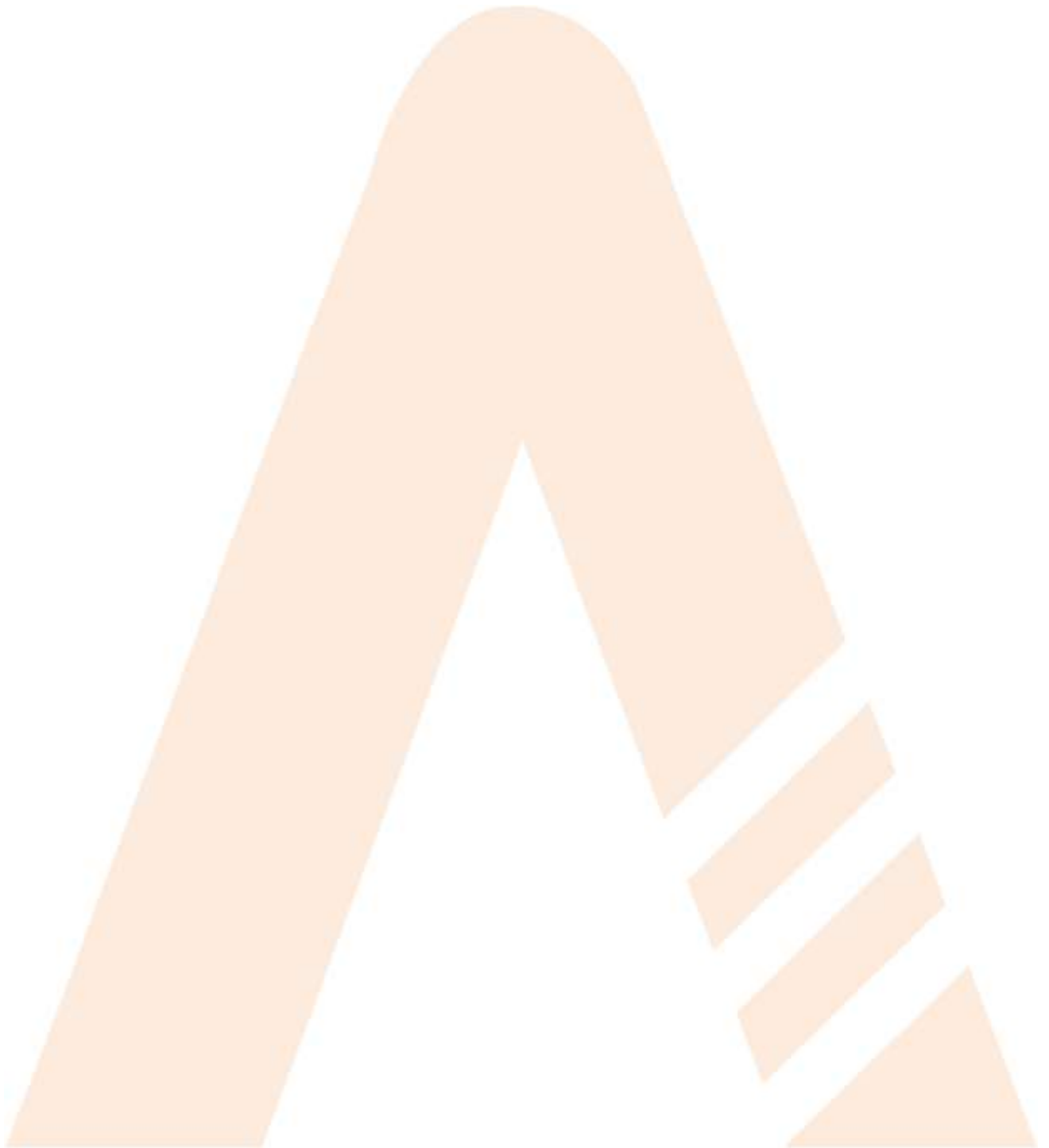
HR Department

**This is system generated letter and does not require signatures.*

AutomationEdge Technologies Pvt. Ltd

S.No. 23/5/1+23/5/5, Sunrise Business Park, Near Cummins Campus, Balewadi City, Pune 411 045, Maharashtra, India.
Tel.: +91-20-67285000 E-mail : accounts@automationedge.com | www.automationedge.com CIN: U72200PN2017PTC169086





AutomationEdge Technologies Pvt. Ltd

S.No. 23/5/1+23/5/5, Sunrise Business Park, Near Cummins Campus, Balewadi City, Pune 411 045, Maharashtra, India.
Tel.: +91-20-67285000 E-mail : accounts@automationedge.com | www.automationedge.com CIN: U72200PN2017PTC169086





SEAMAN'S EMPLOYMENT CONTRACT

Date and Place 28/02/2022, Mumbai and agreed to be effective from 03/03/2022 to 02/10/2022 COE # 1223030

This Employment Contract is entered into between the Seaman and The Shipowner / The Employer on behalf of The Shipowner.

THE SEAMAN

Surname:	Parkar	Given name:	Sufyan Abdulrehman
Full home address:	A Wing Flag No. 301, Shivshakti Complex, S V Road Dahisar Ea, India	Medical certificate issued on:	21/01/2022
Position:	RSQ Commercial Trainee Electrical Officer	Nearest airport:	Mumbai
Estimated date of taking up position:	03/03/2022	Port where position is taken up:	Brussels, Belgium
Nationality:	Indian	Passport no:	Z5365479
		Seaman's book no:	MUM445582
Date of birth:	28/07/1998	Place of birth:	Thane, Maharashtra
		Crew ID:	28274

THE SHIPOWNER

Name:	SFL RICARDA INC.	Name:	MSC SHIPMANAGEMENT LIMITED
Address:	80 Broad Street, Monrovia, Liberia	Address:	MSC HOUSE, 8, SPYROU KYPRIANOU AVENUE, LIMASSOL CY-3070, CYPRUS, Tel: +357 25 844 800, Fax: +357 25 844 703

THE EMPLOYER (if different from Shipowner)

THE VESSEL

Name:	MSC Zlata R.	IMO No:	9227314
Flag:	Liberia	Port of registry:	Monrovia

TERMS OF CONTRACT

TOTAL: USD 615.00

IR - 1

Period of employment: 7 months +/- 1 month as per owner's option	Wages from and including: Day of departure to join the vessel to be calculated on basic wages only.	Hours of work: 40 hours
Basic Monthly Wage USD 158.00	MSC Incentive USD 245.00	
Fixed Overtime (for officers only) USD 150.00	Vessel Age Bonus USD 0.00	
Leave USD 42.00	Uniform Allowance USD 20.00	
Re-joining Bonus USD 0.00		
Loyalty Bonus USD 0.00		

- The current "MUI-NUSI" ITF Collective Agreement as applicable shall be considered to be incorporated into and form part of this contract.
- The Ship's Articles shall be deemed for all purposes to include the terms of this Contract (including the ITF Collective Agreement) and it shall be the duty of the Employer to ensure that the Ship's Articles reflect these terms. These terms shall take precedence over all other terms.
- The ITF may vary the terms and conditions of the ITF Collective Agreement from time to time. CBA as so varied shall form part of this Contract with effect from the date of the Variation in place of current CBA and immediately preceding the Variation.
- Health and social security benefits will be provided to you by the company as per applicable CBA.
- The Company is liable to arrange embarkation/disembarkation from/to Mumbai / Mumbai
- All seafarers shall be members of an appropriate national trade union affiliated to the ITF.
- Loyalty Bonus will be suspended immediately on Non-Compliance with Company Policies/Notices/Circulars.
- Expiry date is maximum possible contract duration which could be used as per owner's option for operational convenience.
- The Terms & Conditions of this Employment are governed by National Law of the Country of Seafarer's official residence and in case of any claims or dispute the competent court shall be the Seafarers Country of official residence.

We are requesting Master to credit the following to your account in this month:

a. Medical Examination	USD 53.02
b. Excess Baggage claim for sign on	USD 41.61
c. Schengen Visa Expenses	USD 130.47
d. Joining / Repatriation Expenses (as a lumpsum amount)	USD 75.00

CONFIRMATION OF CONTRACT

I have read, agreed, accepted and received original of this contract.

Signature of The Shipowner / The Employer on behalf of The Shipowner:	Signature of Seaman:
	Date and Place: 28/02/2022, Mumbai

1) Original - Seafarer

2) One Copy - Ship's file

3) Original - Company file





Offer: Computer Consultancy

Ref: TCSL/DT20195430441/Chennai

Date: 15/11/2021

Mr. Karan Rajesh Prajapat
Krushna KunjDahanu Road,
Gopipura,
Mumbai-401602,
Maharashtra.
Tel# -

Dear Karan Rajesh Prajapat,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade Y. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹3,36,877/-** per annum, as per the terms and conditions set out herein.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore/ TCS Xperience (detailed under Terms & Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

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TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

415/21-24, Kumaran Nagar, Sholinganagar, Chennai 600 119 Tamil Nadu India

Tel: 91 44 6616 2223 Fax: 91 44 6616 2555 Website: www.tcs.com

Registered Office Nirmal Building, 10th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of ₹14,784/- per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. House Rent Allowance (HRA)

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. Food Card

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore / Xperience Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. Basic Cover

- i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

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TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

415/21-24, Kumaran Nagar, Sholinganagar, Chennai 600 119 Tamil Nadu India

Tel: 91 44 6616 2223 Fax: 91 44 6616 2224 Website: www.tcs.com

Registered Office Nirmal Building, 10th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



RETIRALS

Provident Fund

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. Pre requisites for Joining

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are recommended to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance.

3. Training Period

You will be required to undergo class room and on the job training in the first twelve

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TATA CONSULTANCY SERVICES

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Registered Office Nirmal Building, 10th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior



written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to

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TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

415/21-24, Kumaran Nagar, Sholinganagar, Chennai 600 119 Tamil Nadu India

Tel: 91 44 6616 2223 Fax: 91 44 6616 2224 Website: www.tcs.com

Registered Office Nirmal Building, 10th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

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18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)
- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

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TATA CONSULTANCY SERVICES

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415/21-24, Kumaran Nagar, Sholinganagar, Chennai 600 119 Tamil Nadu India

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- *There is no criminal offence registered/pending against you
- *There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

- *PAN Card (Permanent Account Number)
- *Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
- *Passport
- *NSR E-Card

21. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

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24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

Girish V. Nandimath
Global Head Talent Acquisition & AIP



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms



GROSS SALARY SHEET

Annexure 1

Name	Karan Rajesh Prajapat
Designation	Assistant System Engineer-Trainee
Institute Name	Others

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	3,36,877

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore / Xperience Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore / Xperience Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752



Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park, IT/ITES SEZ, Plot # 41, Gandhinagar - 382007	Bangalore TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100, Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue: Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ), PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	Chennai TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgaon TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	DELHI – Noida TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309, UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati - 781006, Assam	Hyderabad TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	KOLKATA TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12, New Town, Rajarhat, Kolkata - 700160, West Bengal OR Auditorium, 2nd Floor, Wanderers Building, Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark, Kakkanad, Kerala 682042	MUMBAI TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	PUNE TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057, Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Services, Peepul Park, Technopark Campus, Kariyavattom P.O. Trivandrum - 695581, India	



Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.



(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



Offer: Computer Consultancy
Ref: TCSL/DT20195445015/Mumbai
Date: 02/04/2021

Mr. Sushant Shivaji Pawar
A/48Dr. D.B Marg Police Camp,
Lamington Road,
Mumbai-400007,
Maharashtra.
Tel# 91-9987289718

Dear Sushant Shivaji Pawar,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade Y. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹3,36,877/-** per annum, as per the terms and conditions set out herein.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore/ TCS Xperience (detailed under Terms & Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

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TCSL/DT20195445015

1



COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of ₹14,784/- per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. House Rent Allowance (HRA)

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. Food Card

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore / Xperience Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. Basic Cover

- i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

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ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



RETIRALS

Provident Fund

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. Pre requisites for Joining

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are recommended to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance.

3. Training Period

You will be required to undergo class room and on the job training in the first twelve

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months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior



written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

12. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

13. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your

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day-to-day conduct as an associate of TCSL.

14. Notice Period

During your tenure with TCSL, either you or TCSL may terminate your traineeship / employment under this Agreement by providing 90 days written notice. The company reserves the right, to ask you to complete the notice period or adjust the earned vacation in lieu of entire or partial notice period. If your services, behaviour and/ or performance are not found satisfactory, TCSL may terminate your services by giving notice as mentioned herein above. No notice or payment in lieu thereof shall be applicable if your services are discontinued/terminated on account of any misconduct either during your traineeship period or upon completion of the traineeship period.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

15. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

16. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

17. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

18. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.



19. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)
- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
 - *There is no criminal offence registered/pending against you
 - *There is no disciplinary case pending against you in the university
- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

- *PAN Card (Permanent Account Number)
- *Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

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- *Passport
- *NSR E-Card

20. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

21. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

22. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

23. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.



24. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.



Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

Girish V. Nandimath
Global Head Talent Acquisition & AIP



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET

Annexure 1

Name	Sushant Shivaji Pawar
Designation	Assistant System Engineer-Trainee
Institute Name	Others

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	3,36,877

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore / Xperience Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore / Xperience Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752



Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park, IT/ITES SEZ, Plot # 41, Gandhinagar - 382007	Bangalore TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100, Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue: Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ), PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	Chennai TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgaon TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	DELHI – Noida TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309, UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati - 781006, Assam	Hyderabad TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	KOLKATA TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12, New Town, Rajarhat, Kolkata - 700160, West Bengal OR Auditorium, 2nd Floor, Wanderers Building, Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	MUMBAI TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	PUNE TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057, Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Services, Peepul Park, Technopark Campus , Kariyavattom P.O. Trivandrum - 695581, India	



Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



9. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



Offer: Computer Consultancy

Ref: TCSL/DT20218520950/Lucknow

Date: 11/12/2021

Ms. Anuja Ramesh Pawar
At/Post-VahagaonVahagaon ,Tal-Karad, Dist -Satara,
Vahagaon, Tal -Karad,Dist-Satara,
Karad-415110,
Maharashtra.
Tel# -7972894240

Dear Anuja Ramesh Pawar,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade Y. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹3,36,877/-** per annum, as per the terms and conditions set out herein.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore/ TCS Xperience (detailed under Terms & Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

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COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of ₹14,784/- per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. House Rent Allowance (HRA)

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. Food Card

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore / Xperience Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. Basic Cover

- i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

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ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



RETIRALS

Provident Fund

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. Pre requisites for Joining

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are recommended to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance.

3. Training Period

You will be required to undergo class room and on the job training in the first twelve

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months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior



written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to

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serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

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18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)
- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

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- *There is no criminal offence registered/pending against you
- *There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

- *PAN Card (Permanent Account Number)
- *Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
- *Passport
- *NSR E-Card

21. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.



24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

Girish V. Nandimath
Global Head Talent Acquisition & AIP



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms



GROSS SALARY SHEET

Annexure 1

Name	Anuja Ramesh Pawar
Designation	Assistant System Engineer-Trainee
Institute Name	Others

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	3,36,877

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore / Xperience Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore / Xperience Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752



Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park, IT/ITES SEZ, Plot # 41, Gandhinagar - 382007	Bangalore TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100, Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue: Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ), PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	Chennai TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgaon TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	DELHI – Noida TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309, UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati - 781006, Assam	Hyderabad TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	KOLKATA TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12, New Town, Rajarhat, Kolkata - 700160, West Bengal OR Auditorium, 2nd Floor, Wanderers Building, Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark, Kakkanad, Kerala 682042	MUMBAI TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	PUNE TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057, Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Services, Peepul Park, Technopark Campus, Kariyavattom P.O. Trivandrum - 695581, India	



Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.



(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



Offer: Computer Consultancy
Ref: TCSL/DT20218523797/Kolkata
Date: 14/12/2021

Mr. Chaitanya Sandeep Dandekar
703/Manav Residency/Plot No 230 Arya Samaj Road,
Jawahar Nagar,
Mumbai-400104,
Maharashtra.
Tel# 91-9833814351

Dear Chaitanya Sandeep Dandekar,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade Y. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹3,36,877/-** per annum, as per the terms and conditions set out herein.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore/ TCS Xperience (detailed under Terms & Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

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TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

Building 1A, EcoSpace, Plot - IIF/1A, 2nd Floor, Rajghat, Kolkata-700156, West Bengal, India

Tel: 91 33 6688 1000 Fax: 91 33 6688 1001 Website: www.tcs.com

Registered Office Nirmal Building, 4th Floor, Nariman Point, Mumbai-400 021

TCS Careers Serviceline: 1800 200 3111 Email: careers@tcs.com



COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of ₹14,784/- per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. House Rent Allowance (HRA)

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. Food Card

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore / Xperience Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. Basic Cover

- i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

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TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

Building 1A, EcoSpace, Plot - IIF/1A, 2nd Floor, Rajghat, Kolkata-700156, West Bengal, India

Tel: 91 33 6688 1000 Fax: 91 33 6688 1001 Website: www.tcs.com

Registered Office Nirmal Building, 4th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 5111 Email: careers@tcs.com



ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



RETIRALS

Provident Fund

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. Pre requisites for Joining

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are recommended to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance.

3. Training Period

You will be required to undergo class room and on the job training in the first twelve

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months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior



written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to



serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

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18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)
- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

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TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

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Registered Office Nirmal Building, 4th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 5111 Email: careers@tcs.com



- *There is no criminal offence registered/pending against you
- *There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

- *PAN Card (Permanent Account Number)
- *Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
- *Passport
- *NSR E-Card

21. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.



24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

Girish V. Nandimath
Global Head Talent Acquisition & AIP



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms



GROSS SALARY SHEET

Annexure 1

Name	Chaitanya Sandeep Dandekar
Designation	Assistant System Engineer-Trainee
Institute Name	Others

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	3,36,877

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore / Xperience Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore / Xperience Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752



Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	Bangalore TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	Chennai TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgaon TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	DELHI – Noida TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	Hyderabad TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	KOLKATA TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	MUMBAI TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	PUNE TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Services, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	



Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.



(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



Offer: Computer Consultancy
Ref: TCSL/DT20218523797/Kolkata
Date: 14/12/2021

Mr. Chaitanya Sandeep Dandekar
703/Manav Residency/Plot No 230 Arya Samaj Road,
Jawahar Nagar,
Mumbai-400104,
Maharashtra.
Tel# 91-9833814351

Dear Chaitanya Sandeep Dandekar,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade Y. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹3,36,877/-** per annum, as per the terms and conditions set out herein.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore/ TCS Xperience (detailed under Terms & Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

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TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

Building 1A, EcoSpace, Plot - IIF/1A, 2nd Floor, Rajghat, Kolkata-700156, West Bengal, India

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COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of ₹14,784/- per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. House Rent Allowance (HRA)

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. Food Card

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore / Xperience Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. Basic Cover

- i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

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TCS Careers Serviceline: 1800 209 5111 Email: careers@tcs.com



ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



RETIRALS

Provident Fund

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. Pre requisites for Joining

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are recommended to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance.

3. Training Period

You will be required to undergo class room and on the job training in the first twelve

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TCS Careers Serviceline: 1800 209 5111 Email: careers@tcs.com



months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior



written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to

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serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

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TATA CONSULTANCY SERVICES

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18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)
- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

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- *There is no criminal offence registered/pending against you
- *There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

- *PAN Card (Permanent Account Number)
- *Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
- *Passport
- *NSR E-Card

21. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.



24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

Girish V. Nandimath
Global Head Talent Acquisition & AIP



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms



GROSS SALARY SHEET

Annexure 1

Name	Chaitanya Sandeep Dandekar
Designation	Assistant System Engineer-Trainee
Institute Name	Others

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	3,36,877

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore / Xperience Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore / Xperience Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752



Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park, IT/ITES SEZ, Plot # 41, Gandhinagar - 382007	Bangalore TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100, Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue: Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ), PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	Chennai TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgaon TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	DELHI – Noida TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309, UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati - 781006, Assam	Hyderabad TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	KOLKATA TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12, New Town, Rajarhat, Kolkata - 700160, West Bengal OR Auditorium, 2nd Floor, Wanderers Building, Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark, Kakkanad, Kerala 682042	MUMBAI TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	PUNE TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057, Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Services, Peepul Park, Technopark Campus, Kariyavattom P.O. Trivandrum - 695581, India	



Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.



(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



Deloitte Offer between Deloitte (Offices of US) and Krishna Ramlaut Patwa-25052103 is Signed and Filed!

1 message

Deloitte (Offices of US) via DocuSign <dse_NA3@docusign.net>
Reply to: Deloitte (Offices of US) <deloitteindiaoffers@deloitte.com>
To: Krishna Ramlaut Patwa <patwakrishnaram@gmail.com>

Sat, 13 Mar, 2021 at 1

Deloitte.



Deloitte (Offices of US)



Deloitte Offer between Deloitte (Offices of US) and Krishna Ramlaut Patwa-25052103 is signed and filed.

[View Completed Document](#)

This email contains a secure link. Please do not share this email, link, or access code with anyone.

If you have any questions, please contact your recruiter.

Regards

Deloitte (Offices of US)

About Deloitte

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Navi Mumbai 400708, Maharashtra, India.
Tel: +91 22 7144 4283 | Fax: +91 22 7141 2121
www.capgemini.com/in-en

Superset ID: 2212979

Letter of Intent ("LOI")

Dear Abhijit Biswas,

With reference to your interview conducted by us, we are pleased to inform that you have been shortlisted for the position of **Analyst** and **A4** with **Capgemini Technology Services India Limited.**, (hereinafter referred to as "Capgemini").

In this regard, we are proposing compensation package and benefits, the details of which are set forth in **Annexure 1** to this letter.

The final Employment Offer Letter shall be subject to your successful completion of all curricular requirements as laid down by the University/ Institute for award of the degree/ diploma and the minimum passing percentage/ grade/ rank/ class as determined by Capgemini.

The date of joining and the location of posting will be purely based on business requirements of Capgemini. Capgemini solely reserves the right to make any changes to the date of joining and the location of posting during the course of your training and employment with Capgemini.

Upon joining Capgemini,

1. You are expected to enter into an employment agreement with Capgemini which shall contain details including the scope, terms and conditions of your employment and the contractual obligation with Capgemini.
2. You will be on probation for a period of six months from your date of joining and subject to satisfactory performance your employment will be confirmed (vide written confirmation) at the end of six months.
3. During your probation you may be required to undergo classroom trainings for such duration as deemed necessary by Capgemini and your performance will be evaluated periodically during such training period



Capgemini reserves the right to decide the continuance of your further training and your employment depending on your performance in its opinion.

The terms of this Letter of Intent shall remain confidential and are not to be disclosed to any third party.

You may note that this letter should neither be construed as an offer of employment from Capgemini nor should it in any manner confirm our intent to make you an offer of employment. We may, at any time, at our discretion, revoke this Letter of Intent.

We would request you to go through the above terms, and let us know if they are acceptable to you, within seven days of the issuance of this letter.

We look forward to hearing from you. Should you have any query, please do not hesitate to contact fresherhiring.in@capgemini.com

Thanking you,
Yours Sincerely,

For & On Behalf of Capgemini

Tejinder Sethi
Head - Fresher Hiring

This is a system generated document and does not need a signature

ANNEXURE 1

Abhijit Biswas
Analyst and A4

You will be under probation for six (6) months from your date of joining Capgemini. Your all-inclusive annual target compensation (on a cost to company basis) will be **INR 3,00,000/- (Rupees Three Lakh only)** which would comprise your salary, applicable statutory benefits, bonus, if any, and/or any incentives as applicable to you. Effective 1st July 2022 your all-inclusive compensation will be revised to **INR 4,00,000/- (Rupees Four Lakh only)**. Your compensation shall be paid on a monthly basis, in arrears. The Company shall deduct tax at source at the time of making payment.

For & On Behalf of Capgemini



Regd Office: Pune Hinjewadi Regd. Office No. 14, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, MIDC SEZ, Village Man,
Taluka Mulshi, Pune - 411057, Maharashtra, India. Tel: +91 20 6699 1000 | Fax: +91 20 6699 5050 | CIN:
U85110PN1993PLC145950 Page 3 of 3

Tejinder Sethi
Head - Fresher Hiring



Mr. Suraj Shivpoojan Mourya
Viva Institute of Technology
Virar
Maharashtra
India

Dear Suraj Shivpoojan Mourya,

Thank you for your keen interest in Virtusa Consulting Services Pvt Ltd, India. Subsequent to our discussions with you, we are delighted to extend you an offer to join Virtusa. We believe you can play an important role in our rapid growth and success, and look forward to welcoming you to the Virtusa family.

At the time of Joining, the following will be applicable.

1. Job : **Associate Engineer-Technology**
2. Tier : **Tier 4**

Your date of joining would be **October 29, 2021**.

You will be based at Virtusa's **Hyderabad** office. You will be on probation from your date of joining for a period of twelve months. You will continue to do so until the company confirms your services, in writing, based on your conduct and performance during this period meeting the standards of the Company. You would need to serve a notice period of two months during probation and three months on or after confirmation, in occasion of resignation from the services.

Your Total Remuneration will be **Rs.400,000.00/- per annum** as per **Annexure-I**.

A summary explanation of the List of Benefits and the Basket of Allowances that can be chosen by you is attached. The Basket of Allowances feature gives you flexibility in structuring your compensation in a manner best suited to you.

Kindly sign the duplicate copy of this letter as a token of your acceptance of the Offer, and return it to the undersigned or representative on or before **October 29, 2021**.

The Employee Service Agreement is also attached to this offer letter. You may read and sign the agreement and send it back to us along with your confirmation of the offer letter. Upon joining, you shall be signing 'Employee Non-Disclosure Agreement' and other compliance related agreements with us.

Please note that the offer is valid subject to successful completion of your Background Verification.

Sincerely
for Virtusa Consulting Services Pvt Ltd, India,

I hereby accept employment on the terms set forth
in this Letter as of this _____ day of _____

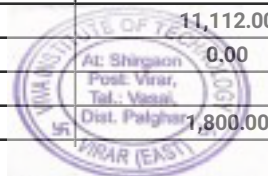
N. Sundararajan

Sundararajan Narayanan
Chief People Officer & Global Head of Human Resource

Suraj Shivpoojan Mourya

ANNEXURE-I

COMPENSATION & BENEFITS STRUCTURE		
NAME : Suraj Shivpoojan Mourya DESIGNATION : Associate Engineer-Technology TIER : Tier 4		
	Per Month (in ₹)	Per Annum (in ₹)
Base Components (A)		
Basic	10,500.00	126,000.00
HRA	5,250.00	63,000.00
Basket of Allowances (B)		
Leave Travel Assistance*	0.00	0.00
Phone & Internet Reimbursement	0.00	0.00
Advance Statutory Bonus**	1,500.00	18,000.00
Special Allowance	11,112.00	133,339.00
Food Reimbursement	0.00	0.00
Retirement Benefits (C)		
PF - Company's Contribution	1,800.00	21,600.00



Gratuity**	505.00	6,061.00
Fixed Compensation (A + B + C)	30,667.00	368,000.00
Variable Compensation (at 100%) Refer Annexure II for details	2,667.00	32,000.00
Cost to Company (Fixed Compensation + Variable Compensation at 100%)	33,334.00	400,000.00
<p>*LTA Can be opted for monthly or annual payment without the tax benefit or can be claimed once in two years to avail tax benefits as per the Income Tax regulations of Govt. of India.</p> <p>**Gratuity is contributed by the Company and is payable as per the Gratuity Act published by Govt. of India.</p>		

for Virtusa Consulting Services Pvt Ltd, India,

N. Sundararajan

Sundararajan Narayanan
Chief People Officer & Global Head of Human Resource

Suraj Shivpoojan Mourya

Annexure-II

PERFORMANCE BASED PAYOUT (Variable Compensation)

Dear Mr. Suraj Shivpoojan Mourya,

You will earn the Performance Incentive based on your Individual Performance, Company Performance and Personal Utilization as per the guidelines below:

1. The entire financial year is split to two halves which is H1 (1st Apr to 30th Sep) and H2 (1st Oct to 31st Mar).
2. Your Individual Performance will be measured through the Performance (MBO) Score card which you would set with your Reporting Manager on a half yearly basis.
3. On joining you are required to complete setting your MBO along with your Manager no later than two weeks from the date of your joining.
4. H1 payout will be based on the Mid- Year assessment results of the individual while H2 Payout will be on Yearly assessment.
5. Company' s performance of first half of the year will be applied for H1 payouts while company's performance of the second half of the year will be applied for H2 payouts.
6. Based on your tier, Individual & Company weightages will differ, as given in the table below:

	2D Approach	
	Individual	Company
2 in 1 box	70%	30%
Tier 0	60%	40%
Tier 1	70%	30%
Tier 2	80%	20%
Tier 3 & 4	100%	NA*

2 in 1 box are specific leaders playing roles such as account managers, client partner, segment heads, practice heads, etc. Please check with your manager if you would be playing 2 in 1 box role.

7. Personal Utilization will be the first criteria to determine your payout eligibility. Please refer to PU Policy & Guidelines on the internal policy portal for more details.
8. People rated as low performers will not be eligible for any payouts for that assessment period.
9. The payout would be made as per the timelines mentioned in Variable Payout guidelines for the respective H1 & H2 cycles, as applicable, based on the date of joining.
10. Mid-year rating will be used to arrive at the H1 variable pay (bonus) due amount and Year- end rating will be used to arrive at H2 variable pay (bonus) due amount.
11. Team member is expected to be actively employed as on the payout date to be eligible for annual payout.
12. You would be eligible to receive Performance Incentive for the period only if you are on the rolls of the company as on the date of disbursement.



13. If you are joining after 15th September in H1 or after 15th March in H2, then you will be eligible to receive the performance incentive in the succeeding variable pay cycle.

for Virtusa Consulting Services Pvt Ltd, India,



Sundararajan Narayanan
Chief People Officer and Global Head of Human Resource

Suraj Shivpoojan Mourya

ANNEXURE-III

SUMMARY OF BENEFITS

You would be entitled for the below given benefits

Health Insurance:

The Company will insure you and a maximum of five immediate dependents for Hospitalization as per the policy for an amount of **Rs.200,000/-**. Details would be made available on joining.

Dependents details: Self + Spouse + 2 Dependent Children + 2 Parents or 2 Parent in-laws

Group Term Life Insurance Policy (GTL) & Group Personnel Accident Coverage (GPA):

The Company will insure you for 1 time for GPA & 1.5 times for GTL of the CTC with a minimum Cover of INR 15 Lakhs. The Policy is applicable to associates posted in India or on Virtusa India rolls.

CTC for GTL & GPA coverage = Base Components (A) + Basket of Allowances (B)

Maternity Benefit:

The company is also committed to extending the appropriate benefits to the female employees as per the Maternity Benefit (Amendment) Act, 2017.

Marriage Gift:

All Employees getting married during their tenure at the Company are entitled to a gift voucher worth **₹ 10,000/-** as a gesture of goodwill. Details would be made available on joining.

For Virtusa Consulting Services Pvt Ltd, India,



Sundararajan Narayanan
Chief People Officer & Global Head of Human Resource

Suraj Shivpoojan Mourya

All Benefits are subject to revision at the discretion of Management from time to time.

EMPLOYMENT AGREEMENT

Mr. Suraj Shivpoojan Mourya,
Viva Institute of Technology

This Agreement is intended to formalize in writing certain understandings and procedures that will be in effect during your (Employee) employment with **Virtusa Consulting Services Pvt Ltd, India, No 34, IT Highway, Navalur, Chennai, Tamil Nadu, India, ("the Company")** and will remain in effect as a condition of your continued employment with the Company, its parent, subsidiaries, affiliates, successors or assigns.

In consideration of the appointment of the Employee with the Company and acceptance of the Offer Letter of the Company, the Employee has agreed and come forward to execute this Agreement and accept the terms and conditions of employment more fully laid out herein

Now it is hereby agreed between the parties as under:

The Terms and Conditions shall form the basis of a mutual relationship along with the Offer Letter and the Non-Disclosure Agreement, which the Company feels confident, will be mutually beneficial and long lasting

1. **Designation and Employment:** The designation of the Employee shall be **"Associate Engineer-Technology"** his / her date of joining (as specified in the Offer Letter being the Effective Date).

The Employee shall be required to submit certified true copy of the following documents, to the Human Resources Department at the time of reporting on the Effective Date prior to the commencement of the employment with the Company:

- (a) School leaving certificates;
- (b) Marks cards;
- (c) Degree certificates etc.,



(d) Latest payment/salary slip issued by the preceding employer (if any) along with relieving letter and a declaration (format to be furnished by the Company) to the effect that the same is true and correct;

(e) Such other documents as required by the Human Resources Department.

(f) The submission of the above documents shall be a pre-condition for the commencement and continuation of the Employment; provided however the Employee shall submit the Employee's final marks card and final degree certificate of the highest degree that the Employee is currently pursuing, within 90 days of joining the services of the Company ("Pre-Probation Period"). Notwithstanding anything to the contrary under this Agreement (including under Section 30), the Company may in its sole discretion and without any liability whatsoever, terminate this Agreement and the employment of the Employee immediately upon written notice to the Employee at any time during the aforementioned Pre-Probation Period. In the event the Employee has not submitted the final marks card and/or final degree certificate on or before the completion of the Pre-Probation Period, then the Employee's employment and this Agreement shall be deemed to be automatically terminated (without any liability to the Company) upon completion of the Pre-Probation Period, unless the Company in its sole discretion specifically provides an extension to the Employee in writing. For avoidance of doubt, in the event of any such early termination of employment or this Agreement, the Company will not be liable to the Employee for any claims, liabilities, salary, benefits, damages, losses, costs, payments or expenses etc. of any nature whatsoever.

2. **Commencement of Employment:** The commencement of the employment of the Employee with the Company shall be from **October 29, 2021** and shall continue unless terminated earlier in accordance with the terms of this Agreement. The initial appointment and location of employment shall be at the location notified in writing by the appropriate Human Resource Executive on the Effective Date and in the absence of any such notification, the Employee shall be deemed to be obligated to report at the registered office of the Company at **No 34, IT Highway, Navalur, Chennai, Tamil Nadu, India**. Although, the Employee's initial place of work is at **Hyderabad, INDIA**, during the course of the employment with the Company, the Employee can be considered for employment at other Technology centers of the Company within India / Abroad. Decisions for such transfers, which may be for short duration or of a permanent nature will depend on the Employee's suitability for the intended task and would be at the sole discretion of the Management.

3. **Probation Period:** The Employee's services will be on probation for an initial period of twelve (12) months from his / her date of reporting and joining the Company, which may be extended by another six (6) months at the sole discretion of the Management. At the conclusion of the initial probation period or the extended period as the case may be, the Company will have the absolute right and discretion to confirm the employment of the employee in the Company based upon his/her performance during the probation period. The Company may, in its discretion, in appropriate cases waive the probation period in part or in full depending on the performance of the Employee.

4. **Remuneration:** In lieu of the service rendered, the Employee shall be entitled to a monthly remuneration as described in the Offer Letter. The said remuneration is for the entire work that is done by the Employee as per the Duties laid down in **para 6** of this Agreement. It should be clear to the Employee that there are no other commitments made by the Company.

5. **Expense Reimbursement:** All expenses incurred by the Employee on behalf of the Company as authorized, in connection with the duties under this Agreement, shall be reimbursed to you at actuals / as per the eligibility indicated in the policy, and on upon presenting supporting vouchers/documents. Provided that the expenses to be incurred and to be eligible for reimbursement shall as per the accounting policies of the Company laid down by the Company from time to time.

6. **Service Rules and Regulations:** During the Employment with the Company, all the full time Employees' will be governed by the Service rules, regulations, policies and procedures of the Company in force or as introduced or amended from time to time. The Employees' will also be governed by the Company's policies and rules regarding Leave, Provident fund, Bonus and ESI/Medical Reimbursement, Leave Travel Assistance, Misconduct, Indiscipline or/and other matters. The company is also committed to extending the appropriate benefits to the female employees as per the Maternity Benefit (Amendment) Act, 2017. Further, the Employee during the Employment period shall perform his/her duties with honesty, diligence, orderliness, obedience and faithfulness towards the Company.

7. Duties:

a) Specific Duties:

In view of the appointment of the Employment with the Company in the designation mentioned here in above, the Employee is hereby expected to undertake and discharge the functions and duties as to be intimated to the Employee from time to time.

b) General Duties:

The Employee shall during the continuance of his/ her employment

i. During normal business hours, and at other times as may be necessary for the due performance of his/her duties, diligently and efficiently devote his/her entire time, skill and attention to the business of the Company;

ii. Perform the duties appropriate to his/her employment and expressly or implied given to him/her by the Board on such terms and subject to such restrictions as it may impose, and comply with its instructions;

iii. The Employee shall be required to maintain records and documentation, either in writing or electronic format, and submit such documentation/records to the designated authority of the Company, on a weekly basis or as and when necessary, all technical data, processes, formula, technology, designs, drawings, engineering, hardware configuration information, software programming information, improvements, etc., made, conceived or developed by the employee, either alone or jointly with others, in the course of employment with the Company, whether within the Company's premises or elsewhere, and whether within business hours or otherwise, regardless of whether such information constitutes invention.

iv. The omission in any of the duties hereinabove or breach of the above clause shall be construed to be a material breach of this Agreement.

8. **Other Employment:** The Employee shall not, during the term of employment with the Company, directly or indirectly, be concerned with, engaged with or commence, any other business, trade or profession, irrespective of whether or not the Employee's involvement is gratuitous or takes place outside his working hours. The expression "concerned with or engaged in" shall without limitation mean whether as an employee, advisor, partner, consultant, contractor, sub-contractor, proprietor, director, shareholder or otherwise. You shall not engage, whether directly or indirectly, in any other employment, occupation, consulting or other business activity directly or indirectly related to the business in which the Company is now involved or becomes involved during the term of your employment, nor will you engage in any other activities that conflict with your obligations to the Company and a breach under this clause shall be construed to be a material breach of this Agreement

PROVIDED THAT the Employee may own beneficially any units of any authorized unit trust or mutual funds and shares or securities listed on a recognized stock exchange which when aggregated with shares or securities beneficially owned by your parents, spouse, children and step children, total no more than five per cent of any single class of shares or securities in any company, which is engaged in a business similar to or conflicting with the Company. PROVIDED FURTHER THAT all such holdings shall be disclosed by you in writing to the Company on the first day of each calendar quarter.

Subject to any regulations from time to time issued by the Company which may apply to you, you shall not receive or obtain directly or indirectly any discount, rebate, commission or other inducement in respect of any sale or purchase of any goods or services effected or other business transacted (whether or not by you) by or on behalf of the Company or an associated company and if you (or any firm or company in which you are directly or



indirectly engaged, concerned or interested) shall obtain any such discount, rebate, commission or inducement, you shall immediately account to the Company for the amount received by you or the amount received by such firm or company.

9. Inventions and Intellectual Property:

a) Definitions

For the purposes of this Agreement, the Employee agrees that, all Intellectual Property includes information of a technical and business nature such as ideas, discoveries, inventions, improvements, trade secrets, know how, machines, Software Development processes, product designs, formulae, writings and other works of authorship, thesis, books, computer programs, lectures, illustrations, photographs, marketing plans, business methods and the like, which relate in any manner to the actual or anticipated business of the Company, its parent, affiliates or subsidiaries or clients or relate to its actual or anticipated areas of research and development.

Invention means any invention capable of being patented in India and / or any other jurisdiction.

b) Disclosure

The Employee shall disclose promptly to the Company all Intellectual Property, which during the term of employment you may conceive, make, develop or work on, in whole or in part, solely or jointly with others and make and maintain adequate and current records thereof.

c) Assignment of Inventions

In case of all Inventions which during the term of the employment the Employee may conceive, make, develop or work on, in whole or in part, solely or jointly with others, whether made within or out of the usual working hours or upon the premises of the Company or elsewhere, shall be works for hire and shall execute, acknowledge make and deliver to the Company any and all instruments at any time, either during the term of employment or subsequently, which in the judgement of the Company may be necessary or desirable to vest in or secure for or maintain for the benefit of the Company adequate patent and other property rights in all jurisdictions with respect to any Invention including (i) patent applications (ii) any other applications for securing, protecting or registering any property rights relating to such Inventions and (iii) powers of attorney, assignments, oaths or affirmations, supplemental oaths and sworn statements; and further agree to assist the Company as required to draft such instruments, to obtain and to enforce such rights.

d) Ownership and Assignment of other Intellectual Property Rights

In addition to the Agreement of Assignment of Proprietary Information, the employee does hereby assign, transfer and convey to the Company the entire right, title and interest in any and all Intellectual Property and Inventions which during the term of your employment may be conceived, made, developed or worked on, in whole or in part solely or jointly with others, whether made within or out of the usual working hours or upon the premises of the Company or elsewhere. The Employee shall execute, acknowledge, make and/or deliver to the Company any and all further instruments which in the judgement of the Company may be necessary or desirable to vest in or secure for or maintain for the benefit of the Company adequate rights in such Intellectual Property in India, and all foreign countries; and further agree to assist the Company as required to draft such instruments, to obtain and to enforce such rights.

e) Post – Employment Inventions

For the avoidance of doubt and uncertainty, any Intellectual Property made or developed by the Employee within one year following termination of your employment shall be presumed to have been conceived during your employment and to fall within the provisions of the Agreement, unless you demonstrate that it was conceived after such termination.

10. **Returning Company Property:** At the time of cessation of employment with the Company, you will deliver to the Company (and will not keep in your possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items developed by you pursuant to your employment with the Company or otherwise belonging to the Company, its successors or assigns. In the event of the Employee committing default of the above clause, the Employee shall be liable to indemnify the Company for any losses or charges or loss of profits or business that may arise on account of the breach of the above clause.

11. Notification:

i. Of New Employer

In the event that you leave the employment of the Company, you shall be required to notify the Company details of your new employer and address of appointment.

ii. To New Employer

In the event that you leave the employment of the Company, the Employee does hereby consent to the notification by the Company to your new employer about your rights and obligations under this Agreement.

12. **Conflict of Interest Guidelines:** The Employee shall diligently adhere to the following guidelines of the Company including to comply with the policy of the Company to conduct its affairs in strict compliance with the letter and spirit of the law and to adhere to the highest principles of business ethics. Accordingly, the Employee must avoid activities, which are in conflict, or give the appearance of being in conflict, with these principles and with the interests of the Company. The following are potentially compromising situations, which must be avoided. Any exceptions must be reported to the Company and written approval for continuation in this regard must be obtained.

- Revealing confidential information to outsiders or misusing confidential information. Unauthorized divulging of information is a violation of this policy whether or not for personal gain and whether or not harm to the Company is intended.
- Accepting or offering substantial gifts, excessive entertainment, favors or payments, which may be deemed to constitute undue, influence or otherwise be improper or embarrassing to the Company.
- Participating in civic or professional organizations that might involve divulging confidential information of the Company.
- Initiating or approving any form of personal or social harassment of employees.
- Investing or holding outside directorship in suppliers, customers, or competing companies, including financial speculations, where such investment or directorship might influence in any manner a decision or course of action of the Company.
- Improperly using or disclosing to the Company any proprietary information or trade secrets of any former or concurrent employer or other person or entity with whom obligations of confidentiality exist.
- Unlawfully discussing prices, costs, customers, sales or markets with competing companies or their employees.
- Improperly using or authorizing the use of any inventions, which are the subject of, patent claims of any other person or entity.
- Engaging in any conduct, which is not in the best interest of the Company.

The Employee shall take every necessary action to ensure compliance with these guidelines and to bring problem areas to the attention of higher management for review. Violations of this conflict of interest policy shall result in the termination of employment under this Agreement, as the breach under this clause shall be construed to be a material breach of this Agreement.

13. **Income Tax Liability:** The Income Tax Liability with regards to the Employee's salary and perks will be the Employee's liability, and will be governed by the tax laws of the country as applicable from time to time.

14. **Communication and Correspondence:** Any communication sent to the Employee to his permanent address or any other address as filled / amended in the records by the Employee, or on personal email ID used at time of offer of employment at the time of his joining will stand final and correspondence so sent on behalf of the Company by registered post, will be deemed to have been received by the Employee.
15. **Enhancement of professional skills:** During the course of the Employment, the Employee may at the instance of the Company pursue & enhance his/ her professional skills on software/tools developed by organizations like Microsoft, Oracle, Sun Microsystems, etc. at the discretion of the Company and at the cost of the Company. The Employee agrees that he/she shall complete the said courses within the prescribed time for the said courses or within the extended time as may be allowed by the management. In the event that the Employee is not in a position or is unable to obtain the certifications, the Company shall at its sole discretion may take necessary steps, which shall be in line with its overall business interests or take any action it deems fit in its interest.
16. **Professional Ethics:** The Employees' are required to deal with the Company's money, material and documents with utmost honesty and professional ethics. If the Employee is found guilty, at any point of time, of moral turpitude or dishonesty in dealing with the Company's money, material or documents or of theft or of misappropriation regardless of the value involved, the Employee's services would be terminated with immediate effect, notwithstanding other Terms and Conditions mentioned in this agreement.
17. **Internet and E-mail usage:** The Employees' are permitted access to the Internet and Company's e-mail service, which is restricted only for the purpose of business use as per the nature of the job. Misuse of the Internet and Company's e-mail service such as surfing pornographic sites, job seeking, gaming, hacking or attempting to gain access of other Employees' and Company information without authorized permission, being a member of any internet hacking community, using the Company's e-mail for receiving non-technical newsletters / junk mail, broadcasting personal messages to all mail service users, forwarding mail communication to external parties, initiating a direct contact with the Client through mail etc. is prohibited. The Company may at its sole discretion, terminate the said Employment of the Employee with the Company with immediate effect, in the event of it being found that the Employee violates the usage of Internet and e-mail as dictated by the Policies of the Company that exist currently, and may be supplemented and amended from time to time.
18. **Code of Conduct:** The Employee shall conduct himself / herself in conformity with the code of conduct from time to time. Further, the Employee shall carry out the instructions in letter & spirit, given by the superiors, shall not disobey the instructions given and shall not indulge in any unethical practices which results in loss of productivity or which affect the project deliverables.
19. **Information Security Management System (ISMS):** The Company has certain mandatory training programs to ensure that the employees and Company meets its audit, regulatory and Client requirements. You are required to successfully complete such mandatory trainings from time to time and these include Code of Conduct, Foreign Corrupt Practices Act ("FCPA"), SecurityFirst Certification and Anti-harassment, to name a few. Each new employee is required to read and understand the training material(s) of the Company and complete all mandatory certifications within the timeframe set forth by the company.
20. Your appointment with the Company is solely based upon the representations made by you, regarding your qualifications and/or experience. Please note that the company will be conducting background/reference/pre-employment checks on the basis of the information provided by you and the representations made by you to the Company. If it is found at any point of time that your representation are incorrect and/or false and/or fraudulent and/or forged, the Company shall, WITHOUT PREJUDICE TO ITS ANY OTHER RIGHTS, take all appropriate disciplinary action as per Company policies and as permitted by applicable law against the employee.
21. By accepting the offer made by the Company, you also irrevocably consent to the Company (or the Client, as the case may be) to initiate and perform all necessary background/reference/pre-employment checks as may be required in and during the course of your employment, either by Company, Client (as the case may be) or through any third party authorized by the Company or Client in this regard.
22. **Smoking & Drinking:** The Company owes and assures a smoke and alcohol free environment for its Employees. The entire office premises including conference rooms, lobbies/washrooms are declared as "Non-Smoking Zones" & "Alcohol Free Zones".
23. **Destroying Papers & Materials:** Any official communication, which includes electronic data in any form, and e-mails, which is confidential in nature, shall be destroyed appropriately after the purpose is served, with the knowledge and consent of the immediate superior of the employee to whom such employee is reporting. A record of such destroyed official communication shall be maintained in the register maintained for the purpose, the entry in which shall be signed by the employee and counter signed by his immediate superior.
24. **Safe Custody of Company Material:** The Employee will be responsible for the safe keeping and good condition and order of all the Companies property entrusted to his/ her care and charge. The Company reserves the right to deduct the cost of such articles from the Employees dues, or take such action as may be deemed proper, in the event of failure or damage to account for such property, to the Company's satisfaction.
25. **Performance:** The Employee shall at all times perform to the best of his/ her abilities and achieve the performance levels as laid down by the Company. The Company may at its sole discretion, interrupt or terminate the said Employment, without thereby incurring any liability to the Employee in the event of adverse reports regarding the progress of his/ her training or his / her work performance (based on the reports emanating from his/ her seniors at regular intervals) or his / her health.
26. **Employee Non-Disclosure Agreement:** The Employee shall have access to various proprietary and confidential information during the course of employment with the Company. Accordingly, the Employee shall be required to execute a Non-Disclosure Agreement in a format to be provided by the Company and it shall form part & parcel of these terms & Conditions and Offer Letter.
27. **Confidentiality of Salary Information:** The Employee's salary package is based on, besides his/her overall experience level in the IT Industry, educational qualifications and the experience and knowledge level assessed at the time of selection, particularly in the skill sets relevant. Therefore, the salary package offered to the Employee is specific and very personal to the Employee. Any comparison of the same with the salary packages of other Employees, based purely on the total experience level in the IT Industry or by any other benchmarks, may be unrealistic, and misleading. The Employee is required to strictly maintain the secrecy of and ensure that he / she does not divulge or communicate in any manner, any information regarding his/her remuneration, to any other Employee of the Company except to their Immediate Superior / Head of the HR Dept. of the Company. Similarly, when deputed to work / interact at the client's site, the Employee is expected to maintain full confidentiality regarding his/her salary package. The Employee is expected not to discuss or disclose the same to any member of the client staff, in the interest of maintaining and promoting good ethical functional business relations with our clients.
28. **Deputation:** While remaining permanently employed at **Hyderabad** the Employee may be deputed to work at any one of the other centers of the Company, varying for a period of six months or above in a year, as and when considered necessary, solely at the discretion of the Management. Depending upon the Employee's suitability, he/she may be deputed from time to time to work at the Company's foreign Collaborators site/ parent Company's site or any of their clients at the client sites, whether in USA or elsewhere. While being posted elsewhere as per the terms of this clause the Employee may be required to execute additional agreements as described by the respective Company at the time of posting. However the Employee shall be paid by the Company in accordance with the living standards of the place of transfer and the decision of the Company in this regard will be treated as final
29. The Company has certain committed and long-standing business clients who may, based on business and continuance require the services of the employee in their organization. In such circumstances, the Company has the absolute right to transfer the employment of the employee as a full time employee of such client at existing terms and conditions. That under no circumstances such terms and conditions of the employment shall be prejudicial to the employee as compared to the terms and conditions of employment with the Company. However, in the event the employee becomes eligible under a stock option plan of the Company during the period of his/her employment with the Company, all options vested with the employee under such plan but not exercised by the employee at the time of his/her transfer of the employment as full time employee to any client company shall lapse and the Company shall not be liable for any loss/ compensation on this account.
30. **Termination of Employment:**
- a. The Employment of the employee and the terms of this Agreement with the Company may be terminated by the Company by giving **90 (Ninety) days** written notice (notice period) or **three** months gross salary in lieu of such notice period to you.
- b. Provided that the employment of the Employee may be terminated without notice or payment in lieu of notice in the event of a breach by the Employee of the terms of this Agreement.
- c. The Employee shall have a right to terminate the employment with the Company or this Agreement by giving **three** months' notice or paying **three** months basic salary in lieu of such written notice once the employee is confirmed. However, the notice period will be two months during the probation period of the employee.
- d. For the purposes of this clause:



1. Date of Resignation would be taken as the date in the e-mail / formal resignation letter that is submitted by the Employee and should be signed off as accepted, by the Immediate Reporting Manager, BU Leader / HR Leader.
 2. In case the Employee intends to terminate his employment in the Company as stated to in clause 27(c), the Company will have the sole option / right to waive the notice period requirement. Waiver of Notice Period will be at the sole discretion of the Company to be given in writing by the Company.
 3. Waiver of Notice Period will not be granted for any Employee, as a rule. The Employer can refuse the Employee's offer of the payment of three months basic salary in lieu of the notice period / request of the accumulated leaves to be adjusted against the notice period. The employee will be entitled to receive complete salary, as per current compensation structure, for the notice period served.
 4. The Employer (BU Leader & HR Leader) has the discretion to release the Employee **earlier than the actual notice period** provided the Employee has completed the transition, pending tasks & deliverables as dictated by the Project assignment. Leaves that the Employee may have accumulated during the period of service may be adjusted against the notice period at the Reporting Manager / HR's discretion.
 5. Depending on the pendency / exigencies of work entrusted to the Employee, the Employer has the discretion to ask the Employee to stay compulsorily from the date of the Resignation limited to a period of **three** months, to effectively replace the services of the Employee or the completion of the duties entrusted to the Employee to the sole satisfaction of the company.
 - e. Notwithstanding the above and without prejudice to any other rights that the Company may have against the Employee under this agreement or under any other applicable law for the time being in force or otherwise, in the event that you leave the Company within a period of 12 months from the date of commencement of your employment, you shall reimburse to the Company the following:
 1. All amounts paid to you by the Company, other than your salary, including without limitation, any signing bonus, recruitment fee, relocation expenses, etc, and
 2. All expenses incurred by the Company in connection with any training rendered to you, whether in India or abroad;
 3. All expenses incurred by the Company in connection with your employment and termination including attorney's fees.
 4. All fees, charges and expenses incurred on account of your training or continuing education incurred by the Company during the period of your employment with the Company.
 5. A monetary compensation in terms of the damages suffered by the Company by virtue of loss of your services to the Company.
 31. **Absenteeism without Notice:** Associates are expected to follow the company's working hours and holiday and client's working hours and holidays while on deputation to client's site in India/onsite. In the event of the Employee's unreported absence for more than five days or unreported deviation from assigned and accepted schedule for more than five days from the services of the Company without written permission from the concerned Manager or without intimation to the concerned Manager, it would be assumed that the Employee has voluntarily abandoned services of the Company and the Company has the sole discretion to terminate / continue with the Employee's services.
 32. **Non - Solicitation & Competition:** The Employee shall not during the term of employment with the Company and for a period of 12 months thereafter immediately following the termination of employment with the Company for any reason, whether with or without cause, you shall not either:
 - a. Directly or indirectly solicit, induce, recruit or encourage any of the Company's employees to leave their employment, or join any other employment or undertake any other activity that is of similar nature so as to give any sort of competition to the business of the Company;
 - b. Take away any clients or customers of the Company or attempt to solicit, induce, recruit, encourage or take away clients or customers of the Company, either for yourself or for any other person or entity;
 - c. Join the services or be associated with any former employee of the Company who is undertaking or seeks to undertake any activity competing with the business of the Company or with any of the Company's Clients.
 - d. A breach under this clause shall be construed to be a material breach of this Agreement
- The Employees agree that any dispute in this regard, shall be determined by the Company and hereby agree that the decision of the Company in this regard shall be final and binding on you.
- I hereby represent that I am not a party to, or bound by the terms of, any agreement with any previous employer or other party which requires me to (a) refrain from using or disclosing any trade secret or confidential or proprietary information obtained in the course of my employment with the Company or to (b) refrain from competing, directly or indirectly, with the business of such previous employer or any other party. I further represent that my performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement (written or oral) with any third party, including without limitation any agreement to keep in confidence proprietary information, knowledge or data acquired by me in confidence or in trust prior to my employment with the Company, and I will not disclose to the Company or induce the Company to use any confidential or proprietary information or material belonging to any previous employer or others. I have not entered into, and I agree I will not enter into, any such agreement either written or oral in conflict herewith
33. **Representations:** The Employee warrants, undertakes and confirms to the Company that he/ she are not bound by the terms and conditions of any non-disclosure agreement, confidentiality agreement or any other similar document, deed or writing by whatever name called executed prior to the employment with the Company and the Intellectual Property rights assigned by the Company or any other knowledge or information imparted by the Company is not in breach or violation of any such agreement or contract or the like as aforesaid.
 34. **Veracity of Information Provided:** The Employee has been engaged based on the presumption that the particulars furnished by him/her in the resume or testimonials handed over to the Company are correct. In case the said particulars are found to be incorrect or that they have concealed or withheld some other relevant facts, the Employee's appointment with the Company shall stand terminated/cancelled without any notice. However the Company on its own discretion may reappoint the Employee on fresh terms agreed between them.
 35. **Legal Advice:** It is presumed that the Employee is accepting these Employment Terms and Conditions willingly & after understanding the full implications by seeking proper Legal Advice.
 36. **Reference:** Any reference to the masculine gender will also include the feminine gender and any reference to the singular will also include the plural, wherever applicable.
 37. **Liquidation:** If the Company shall entirely discontinue operation, liquidate and or dissolve no compensation shall be due to the Employee.
 38. **Dispute Resolution:** In case of any dispute arising with reference to these Employment Terms and Conditions, both the parties hereby agree that, it shall be adjudicated by referring the same to a Sole Arbitrator, appointed by the Company. The said Arbitrator shall be an Advocate of repute and standing with the relevant experience. The seat of Arbitration shall be at Chennai and The Arbitration & Conciliation Act, 1996, governs the proceedings for Arbitration
 39. **Governing Laws:** These Employment Terms and Conditions shall be governed and construed in accordance with the laws of India. The invalidity or non-enforceability of any part shall not affect the rest.
 40. **Severability:** If one or more of the provisions in this Agreement is declared void by law, then the remaining provisions of this Agreement in so far as they are enforceable or capable of being enforceable shall continue in full force and effect being applicable to the Agreement.
 41. **Survival:** Subject to clause (34), the provisions of this Agreement shall survive the termination of employment and the assignment of this Agreement by the Company to any successor in interest or other assignee.
 42. **Waiver:** No failure or delay by either of the parties in exercising any right, power or privilege under this Agreement will operate as a waiver thereof. The waiver by either of the parties of a breach of any provision of this Agreement will not operate or be construed as a waiver of any other or subsequent breach.

Authorized Official Signature



N. Sundarajan

Sundararajan Narayanan
Chief People Officer & Global Head of Human Resources

Offer electronically accepted by: Mourya, Suraj Shivpoojan
Offer electronically accepted on: Oct 27, 2021 6:08 PM
Offer electronically accepted from: 42.107.64.43





Offer: Computer Consultancy

Ref: TCSL/DT20218523797/Kolkata

Date: 14/12/2021

Mr. Chaitanya Sandeep Dandekar
703/Manav Residency/Plot No 230Arya Samaj Road,
Jawahar Nagar,
Mumbai-400104,
Maharashtra.
Tel# 91-9833814351

Dear Chaitanya Sandeep Dandekar,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade Y. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be ₹3,36,877/- per annum, as per the terms and conditions set out herein.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore/ TCS Xperience (detailed under Terms & Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

TCS Confidential

TCSL/DT20218523797

TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

Building 1A, EcoSpace, Plot - 11F/1, Salt Lake, Kolkata-700156, West Bengal, India

Tel: 91 33 6688 1000 Post: Virar, Dist: Palghar Website: www.tcs.com

Registered Office Nirmal Building, Nariman Point, Mumbai-400 021

TCS Careers Serviceline: 1800 200 5111 Email: careers@tcs.com

Offer Letter

Date: 7th October 2021

Ravi Chauhan

Trainee – Software Engineer (SQL)

Ahmedabad

Dear Ravi

- 1.0 With reference to our mutual discussions in respect of your interest in our organization, we are pleased to Offer you designation as Trainee – Software Engineer (SQL) at Cygnets Infotech Pvt Ltd.
- 2.0 You have agreed to join us on or before 11th October 2021 after which date the offer would automatically expire unless extended in writing by the Company.
- 3.0 Your primary place of posting will be at Ahmedabad. However, during the course of employment with the Company, you may be transferred / deputed to any operating office or location of the Company or its Subsidiaries, Affiliates or Associates or any Group company which may come into existence in future, in India or Abroad.
- 4.0 Your compensation on Total Cost to Company (TCTC) basis, as mutually agreed, is detailed in Annexure-1 to this letter.
- 5.0 You will be given detailed appointment letter with specific terms & conditions of employment at the time of joining and conditions of appointment & job description will be explained by our HR representative. You will also need to sign a Non – Disclosure Agreement with Cygnets at the time of Joining.
- 6.0 You will be on probation for a period of 6 months effective from the date of your joining wherein Company reserves its right to extend or shorten the probation period after pursuing your performance.
- 7.0 The appointment is based on the inputs provided by you at the time of offer, e.g. CV, Last drawn Salary, Qualifications, Experience Details, Background Verification, etc. In case, of any irregularities found in any of the information provided by you the above Appointment may at the sole discretion of Company become null and void and may be revoked.
- 8.0 You are hereby advised to submit the following documents at the earliest:
 - 8.1 Relieving and Service Certificate from all the past and present employer, if any.
 - 8.2 Last Salary Slip of Present Employer
 - 8.3 All Educational Certificates and Testimonials
 - 8.4 Photo Copy of Pan Card/Photocopy of Passport / Driving License / Residence Proof

Cygnets Infotech Pvt. Ltd.


CYGNETS
AMEE SURANI, 07-OCT-2021
CYGNETS
RAVI CHAUHAN, 07-OCT-2021

Registered Office: 16, Swastik Co-operative Society Ltd., Nr. AMCO Bank, Stadium Circle, Navrangpura, Ahmedabad – 380 009, Gujarat, India.

Tel: +91-79-6712-4000 | **Fax:** +91-79-30487422 | **CIN:** U72200GJ2000PTC038563 | **Email:** info@cygnets-infotech.com | **Website:** www.cygnets-infotech.com

ISO 9001
ISO 27001



Microsoft Partner
Gold Application Development
Gold Collaboration and Content
Silver Midmarket Solution Provider

ORACLE Gold Partner



sitecore Certified Solution Partner



- 9.0 You have agreed to treat this Provisional Letter of Engagement as confidential and shall not use the same for bargain purpose with present employer or any other purpose. Violation of this condition by you shall empower Cygnnet to cancel this letter without any reference to you.

Acceptance letter and all future correspondence should be addressed to:

Human Resource Department
Cygnnet Infotech Private Limited
16 Swastik Society Near AMCO Bank
Stadium Cross Roads
Navrangpura
Ahmedabad – 380009

We look forward to your joining our Company for a long and rewarding career.

Yours Sincerely,

For Cygnnet Infotech Pvt. Ltd.


CYGNATURE
AMEE SURANI, 07-OCT-2021

Amee Surani
Manager - HR

ACKNOWLEDGEMENT & ACCEPTANCE

I have read and understood the above terms and conditions and hereby accept the same. I will join the services on or before 11th October 2021. If I fail to join the service of the company on the date mentioned above, or do not get permission in writing from the company to join on such other extended date, my offer may be cancelled. This Offer is based on the information (Educational/Professional Qualifications, Work Experience details, Date of birth, References etc.) provided by me. In case of any irregularities found in any of the information provided by me the above Offer would become null and void and would be revoked by the Company.

SIGNATURE: 
CYGNATURE
RAVI CHAUHAN, 07-OCT-2021

NAME: Ravi Chauhan

DATE: 7th October 2021

Cygnnet Infotech Pvt. Ltd.

Registered Office: 16, Swastik Co-operative Society Ltd., Nr. AMCO Bank, Stadium Circle, Navrangpura, Ahmedabad – 380 009, Gujarat, India.

Tel: +91-79-6712-4000 | **Fax:** +91-79-30487422 | **CIN:** U72200GJ2000PTC038563 | **Email:** info@cygnnet-infotech.com | **Website:** www.cygnnet-infotech.com

ISO 9001
ISO 27001



Microsoft Partner
Sole Application Development
Gold Collaboration and Content
Silver Midmarket Solution Provider



ANNEXURE 1 - COMPENSATION AND BENEFIT STRUCTURE


Name: Ravi Chauhan
Designation: Trainee – Software Engineer (SQL)
Location: Ahmedabad

SALARY BREAKUP

Pay Elements			Monthly	Annual
A	Basic	40% of D	10840	130080
	House Rent Allowance	50% of Basic	5420	65040
	LTA	50% of Basic	5420	65040
B	Project Allowance	Lump sum	4020	48240
C	Advance Bonus		1400	16800
D	TOTAL GROSS AMOUNT		27100	325200
E	Paid Leave		592	7108
	Co's Provident Fund contribution		1800	21600
	Gratuity	4.8% of Basic	520	6240
F	Employer compliance		2320	27840
	Cost to Company	D + E + F	30012	360148

Note: -

1. You and your immediate family (spouse and 2 children) will be covered under company's Group Mediciam Insurance Policy.
2. You will also be covered under the Group Accidental Insurance Policy.
3. Your salary and the perquisites, if any, will be subject to income tax as per Indian Tax Laws and all personal taxation will have to be deducted at source as per the laws applicable from time to time.
4. Joining is subject to clearance of positive background check.
5. Retention bonus if 1 Lakh will be given to you after completion of 2 years at Cygnnet Infotech.


CYGNATURE
AMEE SURANI . 07-OCT-2021


CYGNATURE
RAVI CHAUHAN . 07-OCT-2021

Cygnnet Infotech Pvt. Ltd.

Registered Office: 16, Swastik Co-operative Society Ltd., Nr. AMCO Bank, Stadium Circle, Navrangpura, Ahmedabad – 380 009, Gujarat, India.

Tel: +91-79-6712-4000 | **Fax:** +91-79-30487422 | **CIN:** U72200GJ2000PTC038563 | **Email:** info@cygnnet-infotech.com | **Website:** www.cygnnet-infotech.com

ISO 9001
ISO 27001



Microsoft Partner
Gold Application Development
Gold Collaboration and Content
Silver Midmarket Solution Provider

ORACLE Gold Partner



sitecore Certified Solution Partner



Rakuten Symphony

Date 8th April 2022

Dear **Sunil Gangaram Sahani**

Huge Congratulations!

We are delighted to confirm your offer of employment at Rakuten Symphony India:

Designation: Associate Software Engineer

Joining Date: 13 April 2022

Annual Total Compensation: 6,00,000 (Six Lakhs Rupees Only) (please see annexure A for details)

Location: Bangalore

The word Rakuten stands for “Optimism”, believing in the future. We have a rich culture of innovation where we promote sharing, discussing, and executing ideas at all levels that enhance the value outcome of our products. Rakuten Symphony is one of those innovative initiatives whose vision is to change the world by connecting people in the most efficient way. It’s a great time to be part our exciting journey in creating amazing products that help everyone connect better.

We look forward to you joining us soon and be part of a team to create better products and better future for the society.

Welcome Aboard, Sunil Gangaram Sahani

Divya Kiran
Head of Human Resources
Rakuten Symphony India

(this is a computer-generated document and does not require signature)

**Rakuten Symphony India
Private Limited**

Address : No.20, 1st Cross, Raja Ram Mohan
Roy Road, Sampangi Rama Nagara,
Bengaluru, Karnataka 560027



Rakuten Symphony India Pvt. Ltd.
3rd Floor, C21 Business Park, C21 Square
Opp. Radisson Blu Hotel, MR-10, Indore,
Madhya Pradesh 452010

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Annexure A

A. Your Annual Total Compensation

Salary Components	
Annual Fixed Compensation	₹ 5,70,000
Performance Linked Bonus**	₹ 30,000
Annual Total Compensation	₹ 6,00,000

***Please refer to Annexure B for detailed breakup of your Total Rewards.**

All other terms and conditions of your employment agreement will remain unchanged. Your salary details are strictly private and confidential and should not be disclosed or discussed with others.

****Performance Linked Bonus of INR 30,000/- (Thirty Thousand Only) subject to the below conditions:**

- The Performance Linked Bonus Pay-out can be amended by Rakuten Symphony India at any time during the fiscal year.
- Rakuten Symphony India has full discretion to Increase or decrease the individual and/or aggregate sum of Performance Linked Bonus.

In addition to the above, you will be eligible for:

Relocation Assistance of INR 40,000/- (INR Forty Thousand Only) payable after submitting all relevant

receipts to Finance subject to the below conditions-

- Relocation Assistance claims will have to be submitted within three months of service.
- The Relocation Assistance will be credited the following month after your submission of the relevant original bills.
- The Relocation Assistance will stand nullified in case of your exit within 1 year. You shall be liable to pay back the entire amount to the company.
- Any Income tax applicable against the Relocation amount paid shall be on to your account.

Candidate Acceptance Sign and Date

**Rakuten Symphony India
Private Limited**

Address : No.20, 1st Cross, Raja Ram Mohan
Roy Road, Sampangi Rama Nagara,
Bengaluru, Karnataka 560027



Rakuten Symphony India Pvt. Ltd.
3rd Floor, C21 Business Park, C21 Square
Opp. Radisson Blu Hotel, MR-10, Indore,
Madhya Pradesh 452010

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Annexure B

Your Total Rewards at Rakuten Symphony India	
Salary Components	Annual
Annual Total Compensation	6,00,000
Annual Fixed Compensation	5,70,000
Performance Linked Bonus	30,000
Compensation Breakup	
Basic	2,85,000
HRA	1,14,000
PF	21,600
Special Allowance	1,49,400
Annual Fixed Compensation (A)	5,70,000
Performance Linked Bonus (B)	30,000
Annual Total Compensation (C = A + B)	6,00,000
Insurance Benefit*	30,000
Gratuity Benefit	13,709
Benefits Cost (D)	43,709
Cost to the Company (E = C + D)	6,43,709

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Joining Bonus	NA
Total Potential Compensation	6,43,709
Total Rewards	6,43,709

Key Points

Total Potential Compensation = Cost to the Company + Joining Bonus

Total Rewards = Cost to The Company + Joining Bonus

*Insurance benefits is approximate value incurred by company for each employee. This is depiction of insurance benefit provided to an employee and cannot be reimbursed or claimed by the employee.

**Joining Bonus, is subject to terms and conditions mentioned in the offer letter and employment contract.

Provident Fund is a retirement plan where the employee can choose to contribute Option (i) INR 1,800 OR Option (ii) 12% of basic salary during the time of joining only. Employee and Employer PF contribution will be borne out of CTC itself.

Gratuity is at 4.81% of your Basic Salary and its payable on separation, subject to completion of 4 years eight months of service in the company with the prevailing acts.

The Performance Linked Bonus amount has been computed in accordance with the appropriate provision as prescribed under Payment of Bonus Act.

Any tax liability arising out of these allowances, perquisites and reimbursements will be borne by the employees.

Annexure C Terms and Conditions of Employment

You shall be governed by the following terms and Conditions of Service during your employment with Rakuten Symphony India Enterprise Private Limited (hereafter referred to as the "Company"), and those that may be amended from time to time.

1. Statement of facts

The company has made the offer of employment on the basis of the bonafide statements and facts provided by you. A background verification will be conducted which is a mandatory requirement for all employees of Rakuten Symphony India to continue with this engagement.

2. Duties

- During working hours, you shall use your best energies and abilities to serve the Company faithfully and shall comply with the rules, regulations and procedures as notified by the Company in letter and spirit. You are expected at all times assiduously and to the best of your ability, experience and talent, perform all of the duties that may be assigned, from time to time by the Company.

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- During the employment, you shall not directly or indirectly engage in any conduct averse to the best interests of the Company. Also, you shall not divulge any confidential information or violate any agreement with any third party including your prior employers or their clients.
- You may also at any time, be seconded/ transferred to or re-appointed by any of the Company's Affiliates, as the case may be. In such an event, you will be required to observe and comply with policies and regulations of the Company, seconded/ transferred/ re-appointed to.
- You shall adhere to all applicable Company policies which may be subject to change from time to time.

3. Conduct

You shall at all times, maintain exemplary conduct and decorum and shall uphold honesty and integrity in all your actions. You shall honor and comply with all rules and regulations of the Company and statutory requirements, in letter and spirit.

4. Confidentiality

- You must maintain utmost secrecy with regard to confidential and proprietary information relating to the company. This information includes and is not limited to trade secrets, technical processes, finances, dealings with information relating to suppliers, employees, agents, distributors and customers.
- You shall not take copies of confidential documents or information for your own purposes and forthwith upon termination, you shall return to the Company all documents, records and accounts in any form (including but not limited to, electronic, mechanical, photographic, & optic recording) relating to matters concerning the business or dealings or affairs of the Company.
- You shall not during the employment and at all times thereafter do or say anything that may injure directly or indirectly damage the business of the Company.
- You shall maintain utmost confidentiality with regard to your compensation and benefits. You shall not discuss your compensation and benefits with anyone, but with the Manager you report to or the local HR head
- You shall follow all Company confidentiality policies including IT security policies and Code of Ethics

5. Place of work

- You will be in employment at Company premises or as directed by the Company or Company officials, but, as and when necessary you may work at other Rakuten group Company's offices.
- The Company reserves the right to transfer on a temporary or permanent basis to the other job functions or departments within the Company and assign such other duties as may be deemed fit in the interest of the Company.

6. Hours of work

**Rakuten Symphony India
Private Limited**

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- Specific working hours will be determined by your respective local Manager
- Depending on the needs of the department, you may be required to work outside the official hours for the proper performance and discharge of your duties.
- Depending on Business needs, you may be required to work on shift basis (applicable for certain teams). The shift timings will be notified by the Manager and may change from time to time with prior notice.

7. Probationary Period

You will be on 90 days of assessment from the date of joining before the employment is made permanent. Company reserves the right to terminate the employment in case your performance, behaviour and / or conduct during the probation period is found unsatisfactory, with immediate effect. Probation will be deemed confirmed/permanent if there is no communication from your Manager/HR regarding extension during the probation period. In case you wish to resign during the probation period, you are required to pay 60 days' fixed salary in lieu of notice period shortfall. The Company reserves the right to either continue your employment during your notice period or relieve you with immediate effect at its discretion without payment or any entitlements.

8. Alternate Employment

As a full-time employee of Company, you are not allowed to undertake any other job, honorary or remunerative, employment, contract, freelance work, business, or assume any public office, without written permission from Company.

9. Background Verification

This offer and employment is subject to successful verification of your history of employment, educational qualifications, and other details deemed appropriate by the company. Any discrepancy in the verification of the declared information will result in termination of employment without notice or revocation of the offer.

10. Termination of Employment & Notice Period

The employment may be terminated at any time, either by you or Company without any reason by giving 60 calendar days' written notice or two months' fixed salary in lieu of the notice to the other party. If the termination is initiated by Company, the company will give 60 days' notice period or two months' fixed salary in lieu of the notice to the employee. The Company reserves the right to waive off the notice period.

If the termination is initiated by the employee, the employee must give 60 days' written notice period to the Company. It is important to complete all activities related to knowledge transfer and training other employees, as necessary. In some situations, Company can agree two months' basic salary payout in lieu of the notice to the company. The Company reserves the right to waive off the notice period and also allow your existing earned vacation to be adjusted against the entire or partial notice period.

The Company reserves the right to terminate your service / employment at any time without notice period should you be guilty of misdemeanour, misconduct, negligence, or any breach of terms and conditions of your employment. The Company has the right to recover any training, conferences, summits, events, classroom courses, web courses costs incurred for you during the preceding 12 months from the date of employment termination.



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11. User and Non-Disclosure Agreement

You must not during the employment (other than in the proper performance of your duties) or at any time thereafter use for your own purposes or disclose to any third party any Confidential Material that You will be making use of/ acquiring or adding to and/ or which will be disclosed to You as a result of your relationship with the Company and You must use your best endeavors to prevent such disclosure.

All Confidential Material and all other Property which may have been made or prepared by You, or at your request or have come into your possession or under your control in the course of your employment or which relate in any way to the business (including prospective business) or the affairs of any member of the Company or any Affiliate of the Company or those of any customer, supplier, agent, distributor or sub-contractor of the Company or any Affiliate of the Company are, as between us deemed to be the Company's property. You must handover all such Property, to the Company immediately upon the termination of your employment (or at any earlier time on demand).

You must immediately inform the Company if you become aware of the possession, use or knowledge of any of the Confidential Material by any person not authorized to possess, use or have knowledge of the Confidential Material, whether during your employment or thereafter and you must at the Company's request provide such reasonable assistance as is, to deal with such event.

Nothing in this Clause will prevent you from disclosing Confidential Material where it is required to be disclosed by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceeding or claim or otherwise by applicable law, provided you promptly inform the Company of such requirement.

12. Ownership of Intellectual Property/ Inventions

**Rakuten Symphony India
Private Limited**

Address : No.20, 1st Cross, Raja Ram Mohan
Roy Road, Sampangi Rama Nagara,
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For the purposes of this Clause, "Intellectual Property" includes copyrights, patents, trademarks and design rights (whether registered or unregistered), and any applications for such rights, discoveries, inventions, confidential information, know-how and all other equivalent or related rights worldwide. If at any time during the course of the employment, an employee may create or discover or participate in the creation or discovery of any Intellectual Property relating to or capable of being used in the Company's business or the business of any Affiliate from time to time, employee must immediately communicate full details of the Intellectual Property to the Company and such Intellectual Property shall be the Company's or any Affiliate's absolute property worldwide. At the Company's request and expense, an employee will give and supply all information and assistance as may be required to enable the Company to exploit the Intellectual Property and in this connection will assign, make, execute and deliver all and any documents requested by the Company and in relation to such Intellectual Property, do all things that may be necessary or desirable for obtaining, maintaining, extending and if necessary, enforcing and defending, protection for and/ or assigning to the Company or any Affiliate.

An employee will assign to the Company by way of future assignment all copyrights arising in any works or material produced by you during your employment and will do nothing during or after the employment to affect or imperil the validity of any Intellectual Property rights obtained, applied for or to be applied for by the Company or any Affiliate and in particular. Employee will not publish or disclose any information or materials relating to any such Intellectual Property without the Company's prior written consent.

Employee hereby waive absolutely the moral rights (if any) in respect of any such Intellectual Property.

13. Non-Compete and Non-Solicitation Clause

During the term of this employment and for a period of 12 months after the termination of your employment with the Company.

- (a) You will not directly or indirectly be associated with, manage, operate, control, invest in, or participate in the ownership, management and operation of, undertake, carry on or be employed, engaged or interested in any capacity, or advise, a company or firm that is in business which is competitive with a certain business of the company, unless with the specific approval of the company, in writing.
- (a) You shall not interfere with or endeavor to entice away from employment or engagement with the Company or any other Affiliate of the Company (or procure or assist the solicitation, interference with or enticement of) any employee, independent contractor and/ or consultant or do any act whereby such employee, independent contractor and or consultant as the case may be is encouraged to terminate their employment or engagement, with the Company or any other Affiliate of the Company.
- (b) You shall not directly or indirectly, induce or attempt to induce any customer, supplier, dealers, licensee, agents or business relations to cease doing business with the Company, or in any way interfere with the relationship between any customer, supplier, licensee or business entity and the Company or any Affiliate of the Company.

14. Retirement Age

The retirement age in the company will be Sixty (60) years.

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15. Miscellaneous

This letter represents the entire agreement between the parties with respect to your employment by the Company and supersedes any previous written or verbal agreement between the parties in relation to this matter.

I have read and understood the terms of the Offer Letter and accept the above-mentioned terms and conditions of employment with the Rakuten Symphony India Enterprise Private Limited.

Candidate Acceptance Sign and Date

**Rakuten Symphony India
Private Limited**

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26th April 2022**To:****Sandhya Devdatta Shirke****C-34/Plot no-64 Amey C.H.S LTD, Gorai-1, RSC-14,
Borivali West, Mumbai-400091.****Dear Sandhya,**

With reference to your application and subsequent interviews you had with us, we are pleased to appoint you as **Associate** in our organization with effect from **April 26,2022** on the following terms and conditions:

Initially, you will be reporting to the Resource Planning Head. After being staffed on a project, you will be reporting to the Project Manager who is in-charge of the project. Based on the project's requirements your role will be decided and communicated to you. This may change from project to project. Staffing on projects is done at the discretion of the Management.

You will be an Associate for 2years after which, NEC Software Solutions (India) Private Limited reserves the right to confirm the appointment or to decide not to confirm based on your performance.

You will be paid a stipend of Rs.4.00 Lacs pa for the first year.

The terms and conditions of the appointment are mentioned in detail on Page 2.

Your original education certificates with mark sheets have been submitted to us and the same will be returned to you after completion of two years.

We hope you will find your career with us challenging and rewarding, both professionally and personally.

Yours Sincerely,



Chanchal Chandiok
HR Director



Encl: Annexure A

Terms & Conditions

1. You will be required to abide by the Company's rules and regulations mentioned in the HR policies that are in force at the time of joining and those that may be framed from time to time thereafter. This is available on our company's intranet.

a) In case there is a breach of Service agreement the employee is liable to pay to the company compensation and damages of Rs.1,00,000.00 (One lakh only) calculated considering the remuneration paid to him/her during his training and extended training and employment period, cost of the computer time used by the person during the training and extended training and employment period, cost of advertising, recruitment, travel etc. incurred to recruit a person like him/her, cost of any free travel and food provided, cost of the trainer who imparted the training, cost of Management time spent for the training activity and the opportunity cost suffered by the company all of which are capable of being determined and arrived at. The employee will also serve a notice period of seventy working days. After completion of the service agreement the contract maybe terminated by either side by giving a three months' notice period. However, this is at the discretion of the management and as per rules laid down in our company's intranet.

b) You understand and agree that the employee agreement once terminated either by you or by NEC Software Solutions, you will not be eligible for claims or compensation of any nature from NEC Software Solutions (India) Private Limited.

2. Since NEC Software Solutions (India) Private Limited is in the software development business and there is constant innovation and development in the software, you shall not disclose or divulge any information of our Company or our clients to any party including your own kith and kin or relatives without prior permission of the Management. By the virtue of being an employee of the Company, the information obtained by you or collected by you shall be solely used for the purpose and in the interests of the Company. Breach of this condition shall entitle the Management to terminate your services forthwith and further initiate legal actions against you for recovery of damages.



NEC Software Solutions (India) Private Limited

(Formerly known as Rave Technologies (India) Private Limited)

Registered & Corporate Office Mumbai: 3rd Floor, Madhu Corporate Park Ltd., Pandurang Budhkar Marg, Worli, Mumbai-400013. India

Tel: +91 22 66606600 / 67405100 Fax: +91 22 24968803 Website: necsws.com/india



3. You will not interact independently in any way with any of NEC Software Solutions (India) Private Limited past or present clients, save and except in the ordinary course of business of system development/implementation. If you leave the services, you will not interact with any of NEC Software Solutions (India) Private Limited past or present clients for a period of 2 years in any manner whatsoever. You will also not accept any offers of employment from any of NEC Software Solutions (India) Private Limited past or present clients, clients end customers (their customers) for a period of 2 years after you leave the services.
4. All software developed by you and / or by the team of which you are a part, shall belong exclusively to the Company. And the Company has the exclusive right over the intellectual property.
5. At present you will be posted in Mumbai. However, the services are liable to be transferred to NEC Software Solutions (India) Private Limited other departments or branches in Mumbai or elsewhere existing at present or which may be hereafter opened, at the discretion of the Management.
6. The leave entitlement will be as per the leave policy of the Company. The list of holidays will be displayed on the notice board. The Company reserves the right to terminate the employment with immediate effect in case of unauthorized leave, which extends beyond eight days.
7. Dress code is strictly formal except on Friday when the dress code is Business Casual. Our official work timings are 9.30a.m. to 6.00p.m. with half hour lunch break.
8. NEC Software Solutions (India) Private Limited Human Resources policy shall be applicable to you with respect to the grade structures, rules and other service conditions. For further details, please contact the HR team.

I accept the above terms and conditions:

Signature

Dated

Place



NEC Software Solutions (India) Private Limited

(Formerly known as Rave Technologies (India) Private Limited)

Registered & Corporate Office Mumbai: 3rd Floor, Madhu Corporate Park Ltd., Pandurang Budhkar Marg, Worli, Mumbai-400013. India

Tel: +91 22 66606600 / 67405100 **Fax:** +91 22 24968803 **Website:** necsws.com/india



Band 1	Name	Sandhya Devdatta Shirke		
	Designation	Associate		
	Effective From	26th April'22		
	Salary Components	Characteristic	Annual Amount	Monthly Amount
1	Stipend	Fully taxable	368,950	30,746
2	Statutory Bonus		21,000	1,750
	Total Salary Components/compensation	(A)	389,950	32,496
3	Other Benefits			
3.1	Hospitalization (Self)	This amount will be directly paid to the insurance company	5,760	
3.2	Accident Insurance		1,250	
3.3	Term Life Insurance		3,040	
	Total Benefits	(B)	10,050	
4	Final CTC	(A+B)	400,000	

This payment is made to you as dictated by the Indian Act Authorities and is subject to change if the Indian Tax law changes.

Chanchal Chandiok

Chanchal Chandiok
HR Director

Accepted:
Date :



April 30, 2021

Aniket Jadhav
B/403, Pandurang Van
Unitech Road
Virar (W) - 401303
Mobile: 9867917234
Email: aniketjadhav1515@gmail.com
Location: Mumbai
Department: Global Delivery

Dear Aniket,

In response to your application and subsequent interviews, we are pleased to offer you the post of **Trainee Procurement Analyst (Grade: 4a)** in our organization. Remuneration details are given in Annexure - 1 to this letter. You shall join the company on or before **May 3, 2021**.

Zycus would be pleased to have you as a member of the team. We look forward to your fruitful association and a successful career with the company.

This offer letter stands valid subject to: (a) successful completion of your background verification and Reference Check. (b) You joining the company on the above mentioned joining date and successfully completing the joining formalities which also includes your acceptance to Zycus' employment terms and conditions.

Please return one copy of this letter duly signed by you to signify your acceptance to this Offer Letter.

For Zycus Infotech Pvt. Ltd



Signed on 04/30/2021 | 15:25:17 (GMT +5:30)

Sanju Laitonjam
Director – Talent Acquisition

I agree and accept this job offer indicated in this offer letter and the annexures to this offer letter.

I shall report for duty on the above mentioned joining date.

Date: 04/30/2021 | 15:58:32 (GMT +5:30)

Name: Aniket Jadhav

Signature: *AniketJadhav*

Signed on 04/30/2021 | 15:58:32 (GMT +5:30)

Encl: Annexure - 1 – Remuneration Details



ANNEXURE - 1

REMUNERATION DETAILS

Salary Components	Value per month (INR)	Value per Annum (INR)
Basic	15,833	190,000
HRA	7,917	95,000
Special Allowance	5,617	67,400
Children Education Allowance	0	0
LTA	0	0
Meal Coupon	0	0
Communication & Connectivity Allowance	500	6,000
Employer's Contribution to PF	1,800	21,600
Fixed CTC	31,667	380,000
Performance Linked Incentive		0
Total CTC		380,000

In addition to the above salary, employees working in shifts are eligible for a Shift Allowance depending upon the shifts assigned to them in accordance with the Shift Allowance Policy. The Shift Allowance policy is subject to changes at the discretion of the Company.

Apart from the above, employees are entitled to following benefits as per the policy of the company:

1. Employer's Contribution to ESIC (Wherever Applicable)
2. Gratuity as per the Payment of Gratuity Act, 1972.

Other benefits which are provided at the discretion of the management are:

3. Medical Insurance Policy of INR 400,000/- (Rupees Four Lakh Only)
4. Personal Accident Insurance Policy of INR 100,000/- (Rupees One Lakh only)

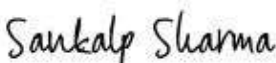
For Zycus Infotech Pvt. Ltd



Signed on 04/30/2021 | 15:25:17 (GMT +5:30)

Sanju Laitonjam
Director – Talent Acquisition

Prepared By



Signed on 04/30/2021 | 15:22:05 (GMT +5:30)

Sankalp Sharma

Agreed & Accepted By



Signed on 04/30/2021 | 15:58:32 (GMT +5:30)

Aniket Jadhav



EMPLOYMENT AGREEMENT

Employee's Name: Aniket Jadhav

For the clauses mentioned herein below the meaning of the words "inventions", "works" and "confidential information" shall mean and include the following definition respectively

"Inventions" means any new or useful art, discovery, new contribution, finding or improvement (including without limitation any technology, computer programs, test, concept, idea, apparatus, device, mechanism, equipment, machinery, process, method, composition of matter, formula or technique), whether or not patentable, and all know-how related thereto, that has been made, created, developed, written or conceived by me (i) in the course of my employment, (ii) relating to the actual or anticipated business of the Company, or (iii) with the use of the Company's time, material, proprietary information or facilities.

"Works" means any materials for which copyright protection may be obtained, including without limitation computer programs (including designs, pseudo-code, prototypes, blueprints, internet software and applets) that has been made, created, developed, written or conceived by me (i) in the course of my employment, (ii) relating to the actual or anticipated business of the Company, or (iii) with the use of the Company's time, material, proprietary information or facilities.

"Confidential Information" means information (i) disclosed to or known by you as a consequence of your employment with the Company, (ii) not generally known to others outside the Company, and (iii) which relates to the trade secrets or otherwise to the research, development efforts and methodologies, testing, engineering, manufacturing, marketing, sales, finances or operations (including without limitation any processes, formulae, methods, techniques, devices, know-how, manufacturing processes, customer lists, sales statistics, tactics and projections, marketing strategies and plans, and personnel information or data) of the Company or of any other party including but not limited to customer's existing or old, prospects, partners, vendors, distributors, licensors which has entrusted such information to the Company in confidence.

"Indirectly" means by observing any work around of joining any other organization or not working for any organization for certain time period and then joining Company's Active Partner or any Competitors within a period of one year from the date of leaving Zycus' employment.

"Company's Active Partner" means those entities which have done business with Zycus in the past Three (3) years before termination (resignation) of employee's employment with the Company and have earlier executed agreement with the Company to work as partner on Company's customers and potential prospects related projects/deals. It shall also include affiliates and subsidiaries of such entities.

"Competitors" mean all those entities which are currently mentioned in the Gartner's magic quadrant report for Strategic Sourcing Application suites and P2P Suites and shall also be construed to include all those entities which would be present in the Gartner's magic Quadrant at the time of termination of the employee. This shall also mean to include any other legal names of those entities and their respective parents, sister concerns subsidiaries, affiliates, related entities, joint ventures and each of its and their predecessors, successors, and also include any change of name if taken place in future and shall apply to any such geographical location wherein those entity as mentioned in the said list has its place of business or produces, sells or markets its goods and services by any other name whether known or not known.

"Notice Period" - This will be applicable to you once you have been confirmed as a permanent employee of the Company. At the time of your termination or resignation from the employment, if your grade is 5b or below, then you will serve the Notice Period of 2 months. Similarly, if at the time of your termination or resignation, your grade is 6a or above, you will serve the Notice Period of 3 months. You shall be responsible to perform such jobs within the company as may be directed by the management during the Notice Period.

Aniket Jadhav

Signed on 04/30/2021 | 15:58:32 (GMT +5:30)



The words “you”, “me”, “I” mentioned here in this agreement refer to the employee.

1. You will be on training for a period of 24 months and may be confirmed as permanent employee upon successful completion of your training period. The Company reserves the right to terminate your employment by giving a 15 days' written notice during this training period.
2. Our offer to you as trainee employee is subject to your executing the necessary documents, including the training agreement. You will be required to complete the formalities of the agreement at the time of joining. The agreements mention the scope, terms and conditions and necessary training and contractual obligations of your employment with the Company.
3. Depending on the business needs, resource allocation strategy and/or organizational restructuring of the Company, you may be transferred to any department or required to work in different shifts or any office/establishment (forming part of the Company or any sister concern), whether already in existence or which may come into existence in future, anywhere in India.
4. You will not, without our previous written permission, carry on any business, trade or profession, or enter for any part of your time, in any capacity, the services of or be employed by any other firm, company, or person. You will devote your full time and attention to your duties to promote the interests of our organization.
5. The company reserves the right to terminate your employment during the said training period (i) by providing fifteen days' notice to you or (ii) as per clause No. 6 mentioned in the Training Agreement signed by you. After completion of training period, the company reserves the right to terminate your employment by giving a written termination notice of the period applicable to you as per the Notice Period or payment of the said period i.e. salary, thereof. Further, if you choose to leave the company after the completion of your training period, you are required to serve the applicable 'Notice Period'. If you fail to serve the required Notice Period, it shall be construed as a material breach of this agreement on part of the employee.
6. Notwithstanding anything mentioned under the training agreement, if you chose to resign from the Company under the clause 6(b) of the Training Agreement, apart from your obligation for Default under the Training Agreement, you are also required to serve a Notice Period of two months from the date of your resignation. You shall be responsible to perform such jobs within the company as may be directed by the management during the Notice Period.
7. Notwithstanding anything mentioned under the training agreement, your absence for a continuous period of eight days or more (including absence when on leave though applied for and not granted) would make you lose your lien on the job and your services shall automatically come to an end without any notice or intimation to you by the management. The management will presume that you have abandoned the employment on your own accord and this shall be construed as material breach of the Agreement and you shall be liable to pay the agreed compensation amount as mentioned in the training agreement. If you abscond or leave the employment, after the training period without serving the required Notice Period, it shall be construed as material breach of this agreement and you shall be liable to indemnify the company for any loss caused to the company, which shall not be only limited to the applicable salary in lieu of Notice Period, and no other payment will be made by the company whatsoever.
8. Leave salary will be paid according to the rules of the company.
9. At the discretion of the Company, and as indicated in the offer letter you may be entitled to receive any joining bonus or relocation bonus or any notice pay amount for buying out notice period related to your previous organization. You hereby accept that the Company would be put to substantial financial loss, inconvenience, loss of resources in the event you leave the Company within a period of one year from your date of joining. Hence, notwithstanding any other rights of the Company under this Agreement, if your employment is terminated, within a period of one year of your joining (whether or not after serving the Notice Period), you shall refund to the Company any such amount paid to you. The Company also reserves the right to set-off any such refund due from your end to the Company from any salary which may be due to you from the Company.
10. You will not give to any person or persons, by word of mouth or otherwise, any particulars or details of our technical know-how (including computer data in any form), security arrangements, administrative and/or organizational matters, whether confidential, secret or otherwise, either during the employment with us or afterwards, which you acquire during the course of your employment.
11. You will abide by the rules and regulations and Company Policies and procedures, code of conduct applicable to you as employee of the Company, which are in force for the time being or may be framed from time to time. The Company reserves the right to update or amend the terms and condition of this Agreement for safeguarding the interest of the Company.



Aniket Jadhav

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12. If at any time during your employment you are found guilty of any act of misconduct or any breach or continuous negligence to the terms of this Agreement or any act involving moral turpitude committed by the employee, or deliberately made loss to the Company, or dereliction of duties, Violation of Company's code of conduct and disciplinary policy, disobedience of the instructions given to you from time to time, the management may, without notice, put an end to your service and terminate the employment with the Company. It is further clarified that in the event of such termination, the Company shall not be liable to any salary or compensation in lieu of the Notice Period.
13. You shall inform in writing to the Company any change of your address.
14. In order for Zycus Infotech Pvt. Ltd. and its direct and indirect affiliates, subsidiaries (herein collectively referred to as the "Company") to maintain a competitive edge, the Company must protect its inventions, discoveries, works of authorship and its proprietary technical and business information. Therefore, I, further agree as follows:
 - a. I will promptly disclose to the Company in writing, all Inventions and Works which are conceived, made, discovered, written or created by me alone or jointly with someone else on the Company's time or on my own time, while I am employed by the Company.
 - b. All Works created by me, alone or with others, shall be deemed "works made for hire" under the copyright laws and shall be owned by the Company.
 - c. I hereby assign to the Company all of my rights in all Inventions, and in all Works to the extent such Works may not, by operation of law, be works made for hire.
 - d. I will give the Company all assistance it reasonably requires to perfect, protect, and use its rights to Inventions and Works. In particular, I will sign all documents, do all things, and supply all information that the Company considers necessary or desirable to transfer or record the transfer of my entire right, title and interest in Inventions and Works; and to enable the Company to obtain patent, copyright, or other legal protection for Inventions and Works. Any out-of-pocket expenses will be paid by the Company.
 - e. An invention for which none of the Company's equipment, supplies, facilities, or Confidential Information was used and which was developed entirely on my own time is exempted from these terms and conditions so long as it: (a) does not relate in any way to the Company's business, or to the Company's actual or demonstrably anticipated research and development; and (b) does not result in any way from my work for the Company.
 - f. I will never disclose orally, electronically or in any other manner or use any of the Confidential Information for the benefit of myself or another, unless directed or authorized in writing by the Company to do so.
 - g. I understand that if I possess any proprietary information of another person or company as a result of prior employment or otherwise, the Company expects and requires that I will honor any and all legal obligations that I have to that person or company with respect to proprietary information, and I will refrain from any unauthorized use or disclosure of such information. I hereby declare that during the course of my employment with Zycus (I) I shall not directly or indirectly transmit, compile, decompile nor store as soft copy or hard copy within the computer system or network of Zycus any confidential information of my previous organization (II) I shall not bring or carry any confidential information of my previous organization in any other storage medium as soft copy or as hard copy. I further declare that there are no restrictive or conflicting covenants in my previous organization's employment terms and conditions which restrict me to join this Company or conflicts to perform the services for this company. "Previous organization" as referred in this clause shall mean to include all those organization (before joining Company/Zycus' employment) which the employee might have directly or indirectly served whether in the capacity as an employee, officer, director, partner, manager, consultant, agent or owner (other than a minority shareholder or other equity interest of not more than 1% of a company whose equity interests are publicly traded on a nationally recognized stock exchange or over-the-counter)
 - h. All documents and other tangible property relating in any way to the business of the Company are the exclusive property of the Company (even if I authored or created them). I agree to return all such documents and tangible property to the Company upon termination of employment or at such earlier time as the Company may request me to do so.
 - i. During my employment, neither I nor members of my immediate family will have financial investments or other interests or relationships with the Company's customers, suppliers or competitors which might impair my independence of judgment on behalf of the Company. I also agree not to engage in any competitive activity against the Company and will avoid



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any outside activity that could adversely affect the independence and objectivity of my judgment, interfere with the timely and effective performance of my duties and responsibilities to the Company, discredit the Company or otherwise conflict with the Company's best interests.



- j. During my employment, and for one year after termination of employment with the Company, I will not persuade, induce, or attempt to induce any past or current customer of the Company (other than government agencies and regional, national or international telephone carriers or national retailers) whose identities as such were first made known to me or with whom I first had direct contact in the course of my employment (a) to stop doing business with or through the Company, or (b) to do business with any other person, firm, partnership, corporation or other entity that provides products or services materially similar to or competitive with those provided by the Company, as I understand that the actual or potential customers of the company are confidential information, hence, I should keep the same secret and should not disclose the same to any third party nor use the same information to derive or provide to any third person any independent economic value in conflict with the interest of the company.
- k. During my employment at the Company and for one (1) year after termination of employment, I shall not, directly or indirectly, induce or attempt to induce any employee of the Company to accept employment or affiliation with another firm or entity of which I am an employee, owner, partner or consultant.
- l. The employee hereby acknowledges that by working here in the Company the employee gets acquainted with the Confidential Information and trade secrets of the Company related to its customers, partners and prospects and, further, the employee also gets an in-depth knowledge about Company's know how. The employee is aware that, as applicable according to the job profile, the employee will also be given an opportunity to work on live customer projects along with Company's partners and/or to develop/design/test/implement the products of the Company and its enhancements as per Company's requirement. The employee further accepts, agrees and admits that the nature, quality and number of productive hours spent on inducting the employee and providing on-job training and the handholding to impart Company's know how and Confidential Information on the employee, in order to groom the employee in performing its responsibilities and duties efficiently in the Company, is generally not found in or is available with or imparted by any other similar source as such knowledge and/or training is designed to satisfy the exclusive requirements of the Company and the opportunity to gain access to these knowledge and/or training is solely provided to the employees of this Company. The employee will be provided intensive training by the senior employees who will invest their productive hours in providing periodic feedback on the employee's performance. That upon providing such handholding the employee will be of significant value to the Company as a result of the cost and resources invested by the Company in the employee. The employee is further aware that the Company would earn considerable revenue by hiring out computer time instead of imparting such knowledge there on to the employee. The employee therefore agrees that in the event if he or she directly or Indirectly engages or joins any Company's Active Partner or Competitors in any capacity whether in the capacity as an employee, officer, director, partner, manager, consultant, agent or owner within a period of one year, post leaving (termination by Company or resignation) of Company's employment, then the employee shall pay its 6 months' salary as compensation to the Company. Salary here shall mean the last draw salary by the employee at the time of leaving employment. The employee acknowledges that the above compensation which is required to be paid by the employee is just and fair considering the substantial cost which the Company may incur as a result of loss caused to the Company, transfer of Company's knowledge and know-how to any of the Company's Active partners or Competitors, the replacement cost for hiring and grooming another employee resulting into increase in investment cost of Company, the business impact on the Company in relevance to its customer and potential projects/deals. The employee further acknowledges that the salary being paid to the employee is fair and sufficient consideration for employee's acceptance to this clause. It is hereby further clarified that if the employee after leaving Company observes a cooling period of one year and thereafter if the employee joins Company's Active Partner or any Competitors then the employee is not required to pay any such compensation to the Company. It is further clarified that if the Company terminates the employee during the first 45 days of the training

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- period and the Employee joins any Competitor after such termination then the employee will not be liable to pay the compensation mentioned under this clause.
15. If a provision of this Agreement is held invalid by a court of competent jurisdiction, the remaining provisions will nonetheless be enforceable according to their terms. Further, if any provision is held to be overbroad as written that provision should be considered to be amended to narrow its application to the extent necessary to make the provision enforceable according to applicable law and enforced as amended.
 16. The Company may assign its rights under this Agreement to any successor in interest, whether by merger, consolidation, sale of assets, or otherwise. This Agreement shall be binding whether it is between me and the Company or between me and any successor or assigns of the Company.
 17. Nothing in this Agreement prevents or limits the Company from terminating my employment at any time for any reason. I understand and agree that there exist no promises or guarantees of permanent employment or employment for any specified term by the Company.
 18. This Agreement shall be governed by and construed in accordance with the laws of India, without reference to conflict of laws and principles. Any disputes under this Agreement shall be subject to the exclusive jurisdiction and venue of the Courts of Mumbai, and the parties hereby consent to the personal and exclusive jurisdiction and venue of these Courts.
 19. I understand that this Agreement along with the training agreement contains the entire agreement and understanding between the Company and me with respect to the provisions contained in this Agreement, and that no representations, promises, agreements, or understandings, written or oral, related thereto which are not contained in this Agreement will be given any force or effect. No change or modification of this Agreement will be valid or binding unless it is in writing and signed by the party against whom the change or modification is sought to be enforced. I further understand that even if the Company waives or fails to enforce any provision of this Agreement in one instance, which will not constitute a waiver of any other provisions of this Agreement at this time, or a waiver of that provision at any other time.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement as of the date first set forth above.

Zycus Infotech Pvt. Ltd.	Employee, hereby, accepts this Agreement with free consent, without any undue influence, coercion or whatsoever.
Signature:  Signed on 04/30/2021 15:25:17 (GMT +5:30)	Signature:  Signed on 04/30/2021 15:58:32 (GMT +5:30)
Name: Sanju Laitonjam	Name: Aniket Jadhav
Title: Director – Talent Acquisition	Title: Trainee Procurement Analyst
Date: 04/30/2021 15:25:17 (GMT +5:30)	Date: 04/30/2021 15:58:32 (GMT +5:30)



Audit Summary for Zycus - Aniket Jadhav - Offer Letter

Report Time 30/04/2021 10:28:40 (GMT)	Agreement Name Zycus - Aniket Jadhav - Offer Letter	Document Created Time 30/04/2021 09:30:23 (GMT)
Document Created By Yohan Godrej (yohan.godrej@zycus.com)	Document Sent Time 30/04/2021 09:46:54 (GMT)	Transaction ID 350afbaf-4ff0-45ed-9f5c-ecae39d543ad
Documents Aniket Jadhav.pdf	Recipients Sankalp Sharma (sankalp.s@zycus.com) Sanju Laitonjam (sanju.laitonjam@zycus.com) Aniket Jadhav (aniketjadhav1515@gmail.com)	Document Status Completed
Document Status Action Time 30/04/2021 10:28:40 (GMT)	Number of Signatures 11	Number of Initials 0
Number of Stamps 0	Number of Pages in Document 7	CC Users -

Audit Events

- Document Created by Yohan Godrej (yohan.godrej@zycus.com)

Time	IP Address	Geolocation	Browser	OS
30/04/2021 09:30:23 (GMT)	123.108.35.234	-	Chrome 90	Windows 10

- Document emailed by Yohan Godrej (yohan.godrej@zycus.com)
Sent to - Sankalp Sharma (sankalp.s@zycus.com)

Time	IP Address	Geolocation	Browser	OS
30/04/2021 09:47:02 (GMT)	-	-	-	-

- Email link authenticated by Sankalp Sharma (sankalp.s@zycus.com)

Time	IP Address	Geolocation	Browser	OS
30/04/2021 09:50:28 (GMT)	123.108.35.234	-	Firefox 69	Windows 10

- Document viewed by Sankalp Sharma (sankalp.s@zycus.com)

Time	IP Address	Geolocation	Browser	OS
30/04/2021 09:50:29 (GMT)	123.108.35.234	-	Firefox 69	Windows 10

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Time	IP Address	Geolocation	Browser	OS
30/04/2021 09:52:05 (GMT)	123.108.35.234	-	Firefox 69	Windows 10

▪ Document eSigned by Sankalp Sharma (sankalp.s@zycus.com)
Signature method - Signature Uploaded

Time	IP Address	Geolocation	Browser	OS
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▪ Document emailed
Sent to - Sanju Laitonjam (sanju.laitonjam@zycus.com)

Time	IP Address	Geolocation	Browser	OS
30/04/2021 09:52:15 (GMT)	-	-	-	-

▪ Email link authenticated by Sanju Laitonjam (sanju.laitonjam@zycus.com)

Time	IP Address	Geolocation	Browser	OS
30/04/2021 09:54:11 (GMT)	123.108.35.234	-	Chrome 90	Windows 10

▪ Document viewed by Sanju Laitonjam (sanju.laitonjam@zycus.com)

Time	IP Address	Geolocation	Browser	OS
30/04/2021 09:54:12 (GMT)	123.108.35.234	-	Chrome 90	Windows 10

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Time	IP Address	Geolocation	Browser	OS
30/04/2021 09:55:17 (GMT)	123.108.35.234	-	Chrome 90	Windows 10

▪ Document eSigned by Sanju Laitonjam (sanju.laitonjam@zycus.com)
Signature method - Signature Uploaded

Time	IP Address	Geolocation	Browser	OS
30/04/2021 09:55:17 (GMT)	123.108.35.234	-	Chrome 90	Windows 10

▪ Document emailed
Sent to - Aniket Jadhav (aniketjadhav1515@gmail.com)



Time	IP Address	Geolocation	Browser	OS
30/04/2021 09:55:27 (GMT)	-	-	-	-

▪ Email link authenticated by Sankalp Sharma (sankalp.s@zycus.com)

Time	IP Address	Geolocation	Browser	OS
30/04/2021 09:55:37 (GMT)	123.108.35.234	-	Firefox 69	Windows 10

▪ Document viewed by Sankalp Sharma (sankalp.s@zycus.com)

Time	IP Address	Geolocation	Browser	OS
30/04/2021 09:55:37 (GMT)	123.108.35.234	-	Firefox 69	Windows 10

▪ Email link authenticated by Sankalp Sharma (sankalp.s@zycus.com)

Time	IP Address	Geolocation	Browser	OS
30/04/2021 09:59:04 (GMT)	123.108.35.234	-	Firefox 69	Windows 10

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Time	IP Address	Geolocation	Browser	OS
30/04/2021 09:59:04 (GMT)	123.108.35.234	-	Firefox 69	Windows 10

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Time	IP Address	Geolocation	Browser	OS
30/04/2021 10:21:27 (GMT)	103.226.84.86	-	Chrome 89	Windows 10

▪ Document viewed by Aniket Jadhav (aniketjadhav1515@gmail.com)

Time	IP Address	Geolocation	Browser	OS
30/04/2021 10:21:36 (GMT)	103.226.84.86	-	Chrome 89	Windows 10

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Time	IP Address	Geolocation	Browser	OS
30/04/2021 10:23:40 (GMT)	103.226.84.86	-	Chrome 89	Windows 10

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Time	IP Address	Geolocation	Browser	OS
30/04/2021 10:26:20 (GMT)	103.226.84.86	-	Chrome 89	Windows 10

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Time	IP Address	Geolocation	Browser	OS
30/04/2021 10:28:32 (GMT)	103.226.84.86	-	Chrome 89	Windows 10

▪ Document eSigned by Aniket Jadhav (aniketjadhav1515@gmail.com)
Signature method - Signature Typed

Time	IP Address	Geolocation	Browser	OS
30/04/2021 10:28:32 (GMT)	103.226.84.86	-	Chrome 89	Windows 10

▪ Final Signed Agreement Emailed
Sent to - Sanju Laitonjam (sanju.laitonjam@zycus.com)
Sankalp Sharma (sankalp.s@zycus.com)
Aniket Jadhav (aniketjadhav1515@gmail.com)
Yohan Godrej (yohan.godrej@zycus.com)

Time	IP Address	Geolocation	Browser	OS
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Sender Assigned Fields To Recipients					
Recipient	Field Type	Required	PDF Page No.	Value	Activity Time
Sankalp Sharma (sankalp.s@zycus.com)	Signature	Yes	Page No.: 2	<div>Sankalp Sharma</div> <div>Signed on 04/30/2021 15:22:05 (GMT +5:30)</div>	30/04/2021 09:52:06 (GMT)
Sanju Laitonjam (sanju.laitonjam@zycus.com)	Signature	Yes	Page No.: 1	<div>Sanju Laitonjam</div> <div>Signed on 04/30/2021 15:25:17 (GMT +5:30)</div>	30/04/2021 09:55:18 (GMT)
Sanju Laitonjam (sanju.laitonjam@zycus.com)	Signature	Yes	Page No.: 2	<div>Sanju Laitonjam</div> <div>Signed on 04/30/2021 15:25:17 (GMT +5:30)</div>	30/04/2021 09:55:18 (GMT)
Sanju Laitonjam (sanju.laitonjam@zycus.com)	Signature	Yes	Page No.: 7	<div>Sanju Laitonjam</div> <div>Signed on 04/30/2021 15:25:17 (GMT +5:30)</div>	30/04/2021 09:55:18 (GMT)
Sanju Laitonjam (sanju.laitonjam@zycus.com)	Signed Date	No	Page No.: 7	04/30/2021 15:25:18 (GMT +5:30)	30/04/2021 09:55:18 (GMT)
Aniket Jadhav (aniketjadhav1515@gmail.com)	Signed Date	No	Page No.: 1	04/30/2021 15:58:33 (GMT +5:30)	30/04/2021 10:28:33 (GMT)
Aniket Jadhav (aniketjadhav1515@gmail.com)	Signature	Yes	Page No.: 1	<div>AniketJadhav</div> <div>Signed on 04/30/2021 15:58:32 (GMT +5:30)</div>	30/04/2021 10:28:33 (GMT)
Aniket Jadhav (aniketjadhav1515@gmail.com)	Signature	Yes	Page No.: 2	<div>AniketJadhav</div> <div>Signed on 04/30/2021 15:58:32 (GMT +5:30)</div>	30/04/2021 10:28:33 (GMT)
Aniket Jadhav (aniketjadhav1515@gmail.com)	Signature	Yes	Page No.: 3	<div>AniketJadhav</div> <div>Signed on 04/30/2021 15:58:32 (GMT +5:30)</div>	30/04/2021 10:28:33 (GMT)
Aniket Jadhav (aniketjadhav1515@gmail.com)	Signature	Yes	Page No.: 4	<div>AniketJadhav</div> <div>Signed on 04/30/2021 15:58:32 (GMT +5:30)</div>	30/04/2021 10:28:33 (GMT)
Aniket Jadhav (aniketjadhav1515@gmail.com)	Signature	Yes	Page No.: 5	<div>AniketJadhav</div> <div>Signed on 04/30/2021 15:58:32 (GMT +5:30)</div>	30/04/2021 10:28:33 (GMT)
Aniket Jadhav (aniketjadhav1515@gmail.com)	Signature	Yes	Page No.: 6	<div>AniketJadhav</div> <div>Signed on 04/30/2021 15:58:32 (GMT +5:30)</div>	30/04/2021 10:28:33 (GMT)
Aniket Jadhav (aniketjadhav1515@gmail.com)	Signature	Yes	Page No.: 7	<div>AniketJadhav</div> <div>Signed on 04/30/2021 15:58:32 (GMT +5:30)</div>	30/04/2021 10:28:33 (GMT)
Aniket Jadhav (aniketjadhav1515@gmail.com)	Signed Date	No	Page No.: 7	04/30/2021 15:58:33 (GMT +5:30)	30/04/2021 10:28:33 (GMT)



Company and its Users' Disclosure Regarding Conducting Business Electronically, and Signing Documents Electronically

By using Certinal Application, you hereby specifically provide your consent to use Certinal Application for receiving notifications electronically and/or electronically signing e-documents rather than executing those documents through wet signatures. If you do not wish to receive notifications electronically and/or execute e-documents by applying electronic signatures, then you may withdraw your consent in following manner:

You may notify the sender by writing email to the sender of e-document that you do not wish to execute e-documents by applying electronic signatures.

You may write email to the sender of e-document and ask the sender to provide print of the document for executing the same by applying wet signatures.

You yourself may download the document from Certinal Application and print the same for executing it by applying wet signatures.

Any such action of yours by which you do not proceed to electronically sign e-documents shall be construed as withdrawal of your consent to electronically sign e-documents.

You may be required to pay to the sender for executing hard copy of the document through wet signatures needs to be settled between you and the sender. Certinal is not liable in any manner whatsoever related to any such cost if any incurred by you.

After withdrawal of such consent if at any time in future you again use the Certinal Application either to electronically sign the same document for which you had earlier withdrawn your consent or you use the Certinal Application to sign any other new document then by such act of yours you acknowledge that you are consenting to use Certinal Application for electronically signing e-documents.

Following are the system requirements for using Certinal Application.

System Requirements	
RAM Requirements	Minimum: 8GB Recommended: 16GB
Hard Disk Requirements	100GB
Supported Operating system	MAC OS X v11 or later and Windows 8, 10
Supported Browser	<i>*Edge Chromium based browser Recommended Edge Version 81.0.416.58 + Firefox Version 75.0 + Chrome 78.0.3904.97 +</i>
System Resolution	1920*1080, 1024*768, 1152*864, 1366*768,

	1440x900
Additional Hardware/Software Requirements	4 Cores (CPU)

Please note that Edge Chromium based browser, Firefox, and Chrome are evergreen browsers with automatic updates. Support is provided for two of their latest stable releases. The supported versions will change as and when they release a new version.

Following are the document formats supported for electronic signature.

PDF (.pdf)

Word (.doc and .docx)

Graphics (.tif, .jpg, .jpeg, .gif, .bmp, and .png)

You are required to have Acrobat® or similar software applications to view electronically signed document.



TERMS OF USE

Please Read the Following "Terms of Use (TOU)" Carefully.

BY ACCESSING, VIEWING, VISITING, USING, OR INTERACTING WITH THIS CERTINAL APPLICATION, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE ("TOU") AND THAT YOU ACCEPT AND WILL BE BOUND BY THIS TOU. IF YOU DO NOT AGREE TO THE TOU THEN YOU MUST IMMEDIATELY CEASE USING CERTINAL APPLICATION.

CERTINAL APPLICATION IS NOT MEANT FOR MINORS UNDER THE AGE OF 18 YEARS AND IS NOT SUBJECT TO ONLINE PRIVACY PROTECTION ACT (COPPA) OF 1998. IF YOU ARE A MINOR, PLEASE DO NOT USE CERTINAL APPLICATION.

This TOU govern the access and use of Certinal software, hereinafter referred to as “Certinal Application” by the Company and its Users. The entity named as customer in the Certinal Order document is hereinafter referred to as “Company”. The Company and its authorized employees, prospective employees, actual and potential partners, customers, suppliers, contractors, agents as visitors, viewers, users, subscribers, who are permitted by the Company to access and/or use Certinal Application are collectively referred herein as "Users," are parties to this TOU. The term “you”, or “yours” refers to Users of the Company. If you are accessing and/or using Certinal Application on behalf of your Company as employee or as consultant, contractor, partner or agent, you represent and warrant that you have the authority to act on behalf of and bind your company to the TOU and everywhere in this TOU that refers to “You” or “Your”, shall also include your Company.

Modification of TOU

Certinal reserves the right to update the TOU from time to time as may be necessary to address changes related to Certinal application and its use. The most current version of the TOU can be reviewed by clicking on the "Terms of Use" hypertext link located within Certinal Application. It is important that you check back often for updates to the TOU. You agree to be bound to any changes to this “TOU” if you continue to use this Certinal Application even after any such modification is posted on Certinal Application.

Privacy Policy

For information about Certinal’ practices related to personal data and its processing, please read Certinal’ Privacy Policy. This Privacy Policy explains how Certinal treats your personal data and protects your privacy when you visit and/or use Certinal Application. You hereby agree to provide your consent to the use and processing of your personal data in accordance with these Terms of use and Certinal’ privacy policy as available on following link [Privacy Policy](#)

Grant of License:

Certinal grants Company and its Users a non-exclusive, non-transferable, non-sublicensable, revocable, limited license in accordance with the paid Certinal Order document as executed between Certinal and Company.



Users shall have no right to sub-license Certinal Application. In addition, the license granted herein shall not constitute a sale, lease, rental or any other transfer of Certinal Application or part thereof. Company agrees it does not acquire any license to use Certinal Application in excess of the scope and/or duration of the services specified in the Certinal Order.

CONTENT

Through Certinal Application, Certinal provides you with access to a variety of resources, which may include upload and download areas, communication forums and information, and limited Certinal services. You are required to refrain from posting any illegal or unsuitable content. We reserve the right to remove any User provided content which comes to our attention and which, in our sole discretion, breaches this TOU. By way of illustration, and without limitation, you shall refrain from posting the following:

- Any content which may violate the privacy of other people. Our Service allows you to define specific privacy settings regarding your posts and details of your profile please make use of these abilities and respect the privacy of others.
- Any information relating to minors, which identifies them, their personal details or their address and other means of communication with them.
- Any content which does not belong to you or which you do not have a right to use.
- Any content that impairs and/or infringes the intellectual property rights of others, including copyrights and trademarks. We are extremely sensitive to the copyright and other intellectual property rights of others. Be aware that content, including photographs, even if submitted through your account, belongs to its creator or submitter and you should not reproduce it without permission of the owner.
- Any content which is obscene, indecent, defamatory, incites racial or ethnic hatred.

You further agree that you will not:

- use the Certinal Application, or any part thereof, to "stalk" or harm any other user or any other person in any way.
- impersonate any person or entity, including, but not limited to, Certinal officer, director, or representative, or falsely state or otherwise misrepresent your affiliation with a person or entity
- falsify headers or otherwise manipulate identifiers in order to disguise the origin of any User Content transmitted on or through the Certinal Application
- disrupt the normal flow of dialogue in a forum
- interfere with or disrupt the Certinal Application or servers or networks connected to the Certinal Application, or disobey any requirements, procedures, policies, or regulations of networks connected to the Certinal Application.
- "hack," infiltrate or otherwise seek to gain unauthorized access to, or compromise the integrity of, the Certinal Application.
- harvest collect or store information about the Users of this Certinal Application or the User Content posted by others on this Certinal Application or use such information for any purpose inconsistent with the purpose of this Certinal Application.
- use any automated procedure to gather information or data on or from the Certinal Application by means of what is commonly called a "bot" or otherwise.
- breach or attempt to breach the security of Certinal Application, network, servers, data, computers or other hardware relating to the Certinal Application or that of any third party that is hosting or interfacing with any part of the Certinal Application or use or distribute on the Certinal Application or other tools or devices designed to compromise privacy or security.



Any activity in the framework of the Certinal Application, that is brought to our attention and is in violation of applicable law, as determined in our sole discretion, will be brought to the attention of the proper authorities, and if needed the same shall be deleted.

Certinal Application enables parties to the e-document to affix electronic signature for executing such e-document. Users acknowledge that under no circumstances, Certinal shall be construed as party to any e-document which is electronically signed by the Users of the Company on Certinal application. Certinal shall not be liable in any manner whatsoever for the transactions entered by the Users by electronically signing e-documents. Company hereby acknowledges that it shall have full control over the contents of e-document being electronically signed on Certinal Application.

Under applicable laws certain documents are excluded from being electronically signed. Before electronically signing any document on Certinal Application, the Company is required to perform its due diligence to ensure if the document can be signed electronically under applicable laws and government regulations or not. The Certinal Application will not block signing of any such documents nor Certinal is liable in any manner whatsoever if Company electronically executes any such documents using Certinal Application.

The Company is required to do its due diligence in accordance with its requirement and applicable laws and regulations for retaining e-documents electronically signed on Certinal Application. The Company is required to take necessary back up of e-documents for storing it for longer period as may be required in accordance with applicable laws. Certinal shall not be liable in any manner whatsoever for ascertaining and/or recommending the Company for how long any such e-documents needs to be stored. Further Certinal is not liable to provide any such documents if demanded by any authority or third party.

If there are any other notary or stamping requirements related to electronic document then the Company shall perform its own due diligence for adhering to those requirements and ensure to comply with those requirements offline.

INTELLECTUAL PROPERTY RIGHTS

All rights to the Certinal Application, its contents and any documentation provided therewith, including title, ownership rights and intellectual property rights therein shall remain the sole and exclusive property of Certinal. Company and its Users shall not own any intellectual property rights with respect to the Certinal Application and its development, training material and accompanying documentation. Company and its Users shall own all intellectual property rights with respect to data and other relevant information provided by Company and its Users on Certinal Application

Company and its Users should not: (a) remove or modify any marks, trademarks or proprietary notices of Certinal, b) decompile, disassemble, duplicate or reverse engineer, create derivative works of or based on the Certinal Application or d) use any Certinal name, trademark or logo , sublicense or sell Certinal Application to any third party. Certinal hereby expressly prohibits unauthorized reproduction or distribution of Certinal Application and reserves to initiate requisite legal action for such violations.



CONFIDENTIALITY

"Confidential Information" shall mean any non-public information or data that is designated "confidential" by a party and/or its affiliates or that a reasonable person should understand is confidential, including without limitation Cetinal Application, technical, business, strategic, legal, or financial information or data, which is received by the other party as part of use and/or accessing Cetinal Application. Each party shall, for the term of this Agreement and for a period of ten (5) years after termination, expiration or cancellation of this Agreement, use the same effort as it uses with respect to its own information of a like character, but not less than reasonable efforts, to: (a) maintain in confidence all proprietary and confidential information ("Proprietary Information") that it receives (the "Receiving Party") from the other party ("Disclosing Party") during the Term, and under the provisions, of this TOU and that is clearly marked as confidential, or if initially disclosed orally or by demonstration or observation, is summarized in a writing and designated therein as confidential within a reasonable time after being so disclosed or if not marked as confidential, is known or should be known by the Receiving Party to be of a confidential nature; (b) not disclose such Proprietary Information to any third party (except to Affiliates or subcontractors of the Receiving Party (other than the Disclosing Party) who have a need to know such information exclusively for the purpose of executing its obligations or exercising its rights under this Agreement and who are bound by comparable confidentiality obligations); and (c) not use Proprietary Information received from the other party except as specifically authorized in writing. For avoidance of doubt, any document marked with the words "Confidential", "Restricted", "Proprietary", or "Privileged" shall be treated as Proprietary Information. This obligation of confidence does not apply to information that:

- (a) is available, or becomes available, to the public without fault of the Receiving Party.
- (b) was in the possession of the Receiving Party on a non-confidential basis prior to receipt of the same from the Disclosing Party.
- (c) is obtained by the Receiving Party without an obligation of confidence from a third party who is rightfully in possession of such information and is under no obligation of confidentiality to the Disclosing Party.
- (d) is independently developed by the Receiving Party without benefit of the Proprietary Information; or
- (e) the Receiving Party is legally required to disclose to governmental authorities or courts as a result of operation of law, regulation or court order, provided all reasonable steps are taken to restrict further disclosure by said authorities or court and the affected information so disclosed is not otherwise removed from the secrecy obligation.

For purposes of this Section, a specific item of Proprietary Information shall not be deemed to be within the foregoing exceptions merely because it is embraced by more general information in the public domain or in the possession of the Receiving Party. In addition, any combination of features shall not be deemed to be within the foregoing exceptions merely because individual features are in the public domain or in the possession of the Receiving Party, but only if the combination itself and its principle of operation are in the public domain or in the possession of the Receiving Party.



INDEMNITY:

Certinal shall, defend, and indemnify Company, as well as their respective agents, officers and employees from and against, any and all losses, expenses, demands, liabilities, and claims made against Company, or any of their respective agents, officers and employees, by any third party, pertaining to (I) any allegation that the Certinal Application infringes any patent or copyright or other proprietary right of any third party. Any indemnities given hereunder will not apply in the event that the Company or User's use Software in any illegal or unlawful or unauthorized manner (II) for any injury or alleged injury (including death and/or disease), or property or other damage, actual or alleged, unless caused by the gross negligence or intentional misconduct of Company, which arise out of or are in any way related to Certinal or its subcontractors, or any employee, agent or officer of Certinal or its subcontractors, presence on premises owned, operated or leased by Company or under the control of Company.

LIMITATION OF LIABILITY:

YOU UNDERSTAND AND AGREE THAT CERTINAL SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, LOSS OF DATA OR OTHER INTANGIBLE LOSSES (EVEN IF CERTINAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE CERTINAL APPLICATION, AND/OR ITS SERVICE; (ii) PROCUREMENT OF GOODS AND SERVICES, INFORMATION OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM CERTINAL APPLICATION (iii) ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE CERTINAL APPLICATION AND/OR SERVICE.

DISCLAIMER OF WARRANTY

CERTINAL DOES NOT PROMISE THAT THE CERTINAL APPLICATION OR ANY CONTENT, SERVICE OR FEATURE OF THE CERTINAL APPLICATION WILL BE ERROR-FREE OR UNINTERRUPTED. USERS HEREBY EXPRESSLY AGREES AND ACKNOWLEDGES THAT, EXCEPT AS PROVIDED IN THIS TOU, THE CERTINAL APPLICATION IS PROVIDED "AS IS" WITHOUT ANY REPRESENTATIONS, CONDITIONS, WARRANTIES OR COVENANTS WHATSOEVER WITH RESPECT TO THE SOFTWARE OR ANY WORK OR SERVICES PERFORMED BY CERTINAL OR ITS EMPLOYEES, CONSULTANTS OR AGENTS, INCLUDING WITHOUT LIMITATION, ANY EXPRESS, STATUTORY OR IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED AND EXCLUDED.

PERTAINING TO THE CONTENTS OF CERTINAL APPLICATION, CERTINAL MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO ITS ACCURACY,



ADEQUACY, SUFFICIENCY, OR FREEDOM FROM DEFECT OF ANY KIND. USERS ASSUME ALL THE RISK OF VIEWING, READING, USING, OR RELYING UPON ANY CONTENTS AVAILABLE ON CERTINAL APPLICATION OR POSTED BY USERS ON CERTINAL APPLICATION, THIRD PARTY PROVIDED MATERIALS OR ANY OTHER INFORMATION AVAILABLE ON CERTINAL APPLICATION. UNLESS YOU HAVE OTHERWISE FORMED AN EXPRESS CONTRACT TO THE CONTRARY WITH CERTINAL, YOU HAVE NO RIGHT TO RELY ON ANY INFORMATION CONTAINED HEREIN AS ACCURATE. CERTINAL MAKES NO SUCH WARRANTY. USER DOWNLOADS INFORMATION FROM CERTINAL APPLICATION AT THEIR OWN RISK. CERTINAL MAKES NO WARRANTY THAT DOWNLOADS ARE FREE OF CORRUPTING COMPUTER CODES, INCLUDING, BUT NOT LIMITED TO, VIRUSES AND WORMS. ANY MATERIAL UPLOADED OR DOWNLOADED OR OTHERWISE DEMONSTRATED THROUGH CERTINAL APPLICATION IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY CLAIMS ARISING OUT OF DOWNLOADING OR UPLOADING ANY MATERIAL WITHIN CERTINAL APPLICATION.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CERTINAL OR THROUGH OR FROM CERTINAL SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS OF USE. NOTHING IN THE TERMS OF USE SHOULD BE CONSTRUED TO CONFER ANY RIGHTS TO THIRD PARTY BENEFICIARIES.

DATA PROTECTION:

Certinal represents that it has adequate technical and organizational measures required by EU Data Protection laws and regulations, to protect personal data from misuse. Company must ensure that all legal requirements on your part are met so that Certinal can perform its contractual services without infringing the law. Company acknowledges and agrees that any of Company's personal information will always be processed by Certinal in consistent with the Certinal' Privacy Policy.

Certinal warrants that to the extent it processes Personal Data on behalf of Company it shall:

- (a) act only on reasonable and lawful instructions from Company.
- (b) have in place appropriate technical and organisational security measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
- (c) take all reasonable steps to ensure the reliability of any of its staff who have access to personal data processed in connection with their use of Certinal Application.

LINKS TO OTHER WEBSITES

Certinal may provide reference or links to third party websites. Certinal shall not be responsible for any consequences arising out of users' visits to the third-party websites, and it is users' duty to review the privacy policies posted on such third-party websites before accessing such websites. Please be aware that Certinal neither own or control nor is responsible for the privacy policies or information practices of third parties or their websites.

SECURITY REQUIREMENTS:

Certinal shall be responsible for maintaining a data privacy and information security program, Which includes physical, technical, administrative, and organizational safeguards, that is reasonably designed to:



(a) ensure the security and confidentiality of Company's data; (b) protect against any anticipated threats or hazards to the security or integrity of Company's data; (c) protect against unauthorized disclosure, access to, or use of Company's data; (d) ensure the proper disposal of Company's data; and, (e) ensure that Supplier and Supplier's subcontractors if any shall comply with all of the foregoing.

Ensure annual performance of an SSAE16 audit and SOC2 Type 2 audit or similar third-party audit in accordance to established industry standard and shall make available to Company for review all independent third-party audit reports. Company shall treat all such audit reports and findings as confidential information under the Agreement; Certinal's such policies and procedures with respect to such data privacy and information security program shall be no less rigorous than (a) those maintained by Supplier for its own information of a similar nature.

Certinal shall maintain disaster recovery plan. This disaster recovery plan of Certinal will refer to the strategy and plans that Certinal have set in place to respond to incidents and business disruptions in order to continue Certinal Application. Disaster recovery plan will cover critical activities and resources necessary to provide support. In addition, Certinal may update its disaster recovery plan for any improvement.

SECURITY INCIDENTS.

Certinal shall report to Company all known or suspected Security Incidents. "Security Incident" means any unauthorized action by a known or unknown person which, if attempted, threatened, or successfully completed, should reasonably be considered one of the following: an attack, penetration, disclosure of confidential customer or other sensitive information, misuse of system access, unauthorized access or intrusion (hacking), virus intrusion, or scan of Certinal's systems or networks, all to the extent they affect the security, confidentiality or integrity of the Company's confidential information received, stored, processed, or maintained by Certinal.

If a Security Incident occurs, Certinal shall immediately notify Company and provide the following information: nature and impact of the Security Incident; actions already taken by Certinal; Certinal's assessment of immediate risk; and corrective measures to be taken, evaluation of alternatives, and next steps. Certinal shall continue providing (i) appropriate status reports to Company regarding the resolution of the Security Incident and prevention of future such Security Incidents, and (ii) cooperation, as reasonably requested by Company, in order to further investigate and resolve the Security Incident. Certinal shall preserve evidence of all Security Incidents.

Access and Disclosure

Certinal may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of the Certinal Application, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) Certinal's rights or property, or the rights or property of Users of the Certinal Application. Certinal always reserves the right to disclose any information that Certinal deems necessary to comply with any applicable law, regulation, legal process or governmental request. Certinal also may disclose your information when Certinal determines that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes.

You acknowledge and agree that Certinal may preserve any transmittal or communication by you with Certinal through the Certinal Application or any service offered on or through the Certinal Application ,



and may also disclose such data if required to do so by law or Certinal determines that such preservation or disclosure is reasonably necessary to (1) comply with legal process, (2) enforce these Terms of Use, (3) respond to claims that any such data violates the rights of others, or (4) protect the rights, property or personal safety of Certinal, its employees, users of or visitors to the Certinal Application , and the public.

FEES; EXPENSES; INVOICES; PAYMENT

- a. **Subscription Plan:** Certinal Application's subscription plans and its details related to the fees, term and number of user licenses shall be set out in the Certinal Order as executed between Company and Certinal. The subscription plan as set out in Certinal Order shall also mention details of charges for adding any additional license users. Certinal reserves to make changes in the subscriptions plans or make changes to the scope related to any subscription plan. If the Company does not terminate the subscription plan by providing 30 days written notice to Certinal then the subscribed subscription plan shall renew for successive term of one year with price escalation of 5% from previous year fees.
- b. **Fees.** Company shall pay to Certinal the fees as specified in the applicable Certinal Order, in accordance with the subscription plan as accepted by the Company in the Certinal Order document. In no event shall Company be obligated to pay Certinal any fees, expenses or costs other than those set forth in the applicable Certinal Order. Certinal shall prepare and submit invoices to the Company in such form and with such supporting documentation as Company may reasonably require.
- c. **Payment.** Payment of amounts set forth in each invoice is due within thirty (30) days after receipt of Certinal' invoice. Except as expressly stated otherwise in the applicable Order, all Fees are exclusive of taxes (if any). Company agrees to pay any itemized sales, value-added or other similar taxes imposed by applicable law that Certinal must pass through based on the Services. Company shall not be responsible for any taxes based on Company' income or on the value of its property. Payment made by the Company are non-refundable except as provided here in this Agreement.
- d. If the company fails to make timely payment of the invoice amount as submitted by Certinal, then Certinal reserves to impose late payment charges equal to 2% of the unpaid balance amount per month. Further Company shall reimburse all cost and expenses including attorney fees and other legal cost, if any incurred by Certinal to recover unpaid amount from the Company.

TERM AND TERMINATION:

Term of Certinal Order: This TOU is valid for any Certinal Order submitted to Certinal by the Company for applicable Certinal subscription plan that references this TOU. Each Certinal Order shall have its own Term and shall be governed by the terms and conditions of this TOU. Each Certinal Order can only be terminated in accordance with the termination, provision as mentioned under this TOU.

Either party may terminate this Agreement in the event that (i) the other party is in default of any of its material obligations hereunder and such default is not remedied within 30 days of receipt of written notice thereof or (ii) the other party is adjudicated bankrupt or becomes insolvent, makes any assignment for the benefit of creditors, proceedings are instituted by the other party seeking relief, reorganization or rearrangement under any laws relating to insolvency, bankruptcy or similar laws of any jurisdiction, a



receiver, liquidator or trustee is appointed in respect of any property or assets of the other party or an order is made for the liquidation, dissolution or winding up of the other party.

Certinal by providing reasonable written notice to the Company shall have the right to suspend and/or terminate the use of Certinal application by the Company and its Users, if the Company makes any default in making timely payment to Certinal as set out in Certinal Order for the use of Certinal Application.

You agree that Certinal may, in its sole discretion and without prior notice, terminate your access to the Certinal Application and/or block your future access to the Certinal Application (i) if we determine that you have violated this TOU or Certinal Order which may be associated with your use of the Certinal Application. II) requests by law enforcement or other government agencies. or any User is prohibited from using Certinal application under any applicable laws. You also agree that any violation by you of this TOU will cause irreparable harm to Certinal, for which monetary damages would be inadequate, and you consent to Certinal obtaining any injunctive or equitable relief that Certinal deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies Certinal may have at law or in equity. The Company shall pay Certinal all amount which is due to be paid until the date of termination and /or expiry of the Certinal Order.

FORCE MAJEURE

A party ("Affected Party") is not liable for any delay or failure to perform an obligation (other than to pay money) under this TOU caused by:

- (a) Act of God.
- (b) strike lock out or other industrial action other than those specifically caused by or arising from the Affected Party's action or inaction.
- (c) war, riot, insurrection, terrorism, vandalism, sabotage or epidemic; and
- (d) law, rule or regulation of any government or governmental agency and executive or administrative order.

(each an "Event").

The Affected Party must notify the other party as soon as practicable of any anticipated delay or failure caused by an Event. The performance of the Affected Party's obligation is suspended for the period of delay caused by the Event, provided however that the Affected Party must keep the other party fully informed of its plans to work around the issues caused by the Event and comply with all reasonable requests made by the other party to prevent, or minimise the impact of, the Event. If a delay caused by an Event exceeds 1 month, either party may terminate Certinal Order at the expiration of not less than 5 Business Days' notice to the other party.

CHOICE OF LAW AND FORUM

The Terms of Use and the relationship between Company and Certinal shall be governed by the laws of New Jersey without regard to its conflict of law and provisions. Any cause of action or claim you may have with respect to Certinal Application and its use must be commenced within one (1) year after the claim or cause of action arises or else such claim or cause of action shall be deemed to be barred. Company and its Users agrees to use binding arbitration for any claim, dispute, or controversy ("CLAIM") of any kind (whether in contract, tort or otherwise) arising out of or relating to the Certinal Application, TOU and privacy policy. Arbitration shall be conducted pursuant to the rules and regulations of International chamber of commerce. Arbitration shall take place in English language and the seat of



arbitration shall be at Mumbai, India. The Company and its Users hereby agree and submit themselves to the Arbitration and expressly waive off their right to have any Jury trial.

ENTIRE AGREEMENT:

This TOU and Certinal Order is the complete agreement for the Certinal Application licensed to the Company and its Users. This TOU supersedes all prior or contemporaneous agreements or representations with regards to the subject matter of this TOU.

Waiver and Severability of Terms: If any provision of this TOU is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOU in full force and effect. Any rights not expressly granted herein are reserved.

Contact

To the best of Certinal' knowledge, all material published by Certinal in this TOU, is done with the full agreement of the copyright owners (be that Certinal or another party). If you come across a situation where you suspect that this may not be the case, in accordance with the Digital Millennium Copyright Act (DMCA), we ask that you contact:

DETAILS FOR CONTACTING CERTINAL

Phone: +91 22 66407676

Email: tech-support@Certinal.com

If you have concerns about your rights under the Data protection laws are being violated or if you have any other concern or queries regarding the data security of Certinal Application, then please write to us on:

Email: itis@Certinal.com

End of Report





Capgemini Technology Services India Limited
(Formerly known as IGATE Global Solutions Limited)
IT 1, IT 2, Airoli MIDC, Thane - Belapur Road,
Navi Mumbai - 400708, Maharashtra, India.
Tel: +91 22 7144 4283 | Fax: +91 22 7141 2121
www.capgemini.com/in-en

Date: October 26, 2019

Ref No: HR/Campus/LO2020500606/1

Maitreyee Mishra
Viva Institute of Technology

Letter of Intent ("LOI")

Dear Maitreyee Mishra,

With reference to your interview conducted by us at Viva College, Mumbai, we are pleased to inform that you have been shortlisted for the position of **Analyst** and **A4** with **Capgemini Technology Services India Limited.**, (hereinafter referred to as "Capgemini").

In this regard, we are proposing compensation package and benefits, the details of which are set forth in **Annexure 1** to this letter.

The final Employment Offer Letter shall be subject to your successful completion of all curricular requirements as laid down by the University/ Institute for award of the degree/ diploma and the minimum passing percentage/ grade/ rank/ class as determined by Capgemini.

The location of your initial reporting and training and the date of your joining would be communicated to you in due course of time post successful completion of your pre-joining trainings and final semester degree/ diploma examination.

The date of joining and the location of posting will be purely based on business requirements of Capgemini. Capgemini solely reserves the right to make any changes to the date of joining and the location of posting during the course of your training and employment with Capgemini.

Upon joining Capgemini,

1. You are expected to enter into an employment agreement with Capgemini which shall contain details including the scope, terms and conditions of your employment and the contractual obligation with Capgemini.
2. You will be on probation for a period of six months from your date of joining and subject to satisfactory performance your employment will be confirmed (vide written confirmation) at the end of six months.
3. During your probation you may be required to undergo classroom trainings for such duration as deemed necessary by Capgemini and your performance will be evaluated periodically during such training period.





Capgemini reserves the right to decide the continuance of your further training and your employment depending on your performance in its opinion.

The terms of this Letter of Intent shall remain confidential and are not to be disclosed to any third party.

You may note that this letter should neither be construed as an offer of employment from Capgemini nor should it in any manner confirm our intent to make you an offer of employment. We may, at any time, at our discretion, revoke this Letter of Intent.

We would request you to go through the above terms, and let us know if they are acceptable to you, within seven days of the issuance of this letter.

We look forward to hearing from you. Should you have any query, please do not hesitate to contact fresherhiring.in@capgemini.com

Thanking you,
Yours Sincerely,
For & On Behalf of Capgemini

Anna K. Kusch

Puneet Kumra
Head - Fresher Hiring



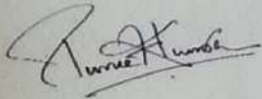
ANNEXURE 1

Maitreyee Mishra

Analyst and A4

You will be under probation for six (6) months from your date of joining Capgemini. During this period, your all-inclusive annual target compensation (on a cost to company basis) will be **INR 3,00,000/- (Rupees Three Lakh only)**. Subsequent to your successful completion of training and probation, your all-inclusive annual target compensation (on a cost to company basis) will be revised to **INR 3,80,000/- (Rupees Three Lakh and Eighty Thousand only)**. Your compensation shall be paid on a monthly basis, in arrears. The Company shall deduct tax at source at the time of making payment.

For & On Behalf of Capgemini



Puneet Kumra
Head - Fresher Hiring

Signature: _____

Maitreyee

Candidate Name: **Maitreyee Mishra**

Date: 28/10/2019



SHREE INFRAGROWTH CONSULTANT PVT LTD SALARY FOR THE MONTH OF MARCH'2021

Sl.	NAME OF THE EMPLOYEES	Department	BASIC SDA	DOJ	PRO	SA	DA	Lab Mark	Earn Basic	HRA	Earn HRA	Other Allowance	Earn Other Allowance	Medical Allowance	Earn Medical Allowance	Washing Allowance	Earn Washing Allowance	OT	Earn OT	Addition	Adm. Staff Bonus	Attendance Calculation	MARCH 2021 One Time Bonus	G.R.S.A.L.	P.F.	E.S.I.C.	P.F.	Star Health	P.N.R.	Earn	ADVANCE	OFFICE FORKED PREMISE (EDR*12)	T. DER.	NET P.Y.
102	ASHWINI SANGAY PAWAR	SALES & MARKETING	3000	1st Aug 2019	11.00				7000	2000	7000		0	1000	1000	1000	1000		0		1	220	4017	10543	840	141	200						1181	17562



Date:- 04.03.2022

This is to certify that **MR. ROSHAN RAMCHANDRA NANHE 'S** Salary for **JANUARY 2022** is as below:-

Components	Amount
Basic+DA	11950
HRA	3750
Conveyance	0
Washing Allowance	300
Incentive	0
Gross Salary (A)	16000
Deductions	
PF	1434
ESIC	118
PT	200
M W F	0
LOAN	0
Total Deductions	1752
In Hand	14248
PF (Company Contribution) (B)	1434
ESIC (Company Contribution) (C)	510
M W F (Company Contribution) (D)	0
Total CTC(A+B+C+D)	17944

His net salary for the month of **JANUARY 2022** is as below.

GROSS SALARY	Rs.16000
DEDUCTIONS	Rs. 1752
NET SALARY	Rs.14248

(Rupees Fourteen Thousand Two Hundred Forty Eight only)

For Harness Techniques (I) Pvt. Ltd.

Authorized Signatory





Capgemini Technology Services India Limited
(Formerly known as IGATE Global Solutions Limited)
IT 1, IT 2, Airoli MIDC, Thane - Belapur Road,
Navi Mumbai - 400708, Maharashtra, India.
Tel: +91 22 7144 4283 | Fax: +91 22 7141 2121
www.capgemini.com/in-en

Date: October 26, 2019

Ref No: HR/Campus/LO2020500608/1

Vinit Bhartkumar Shah
Viva Institute of Technology

Letter of Intent ("LOI")

Dear Vinit Bhartkumar Shah,

With reference to your interview conducted by us at Viva College, Mumbai, we are pleased to inform that you have been shortlisted for the position of **Analyst** and **A4** with **Capgemini Technology Services India Limited.**, (hereinafter referred to as "Capgemini").

In this regard, we are proposing compensation package and benefits, the details of which are set forth in **Annexure 1** to this letter.

The final Employment Offer Letter shall be subject to your successful completion of all curricular requirements as laid down by the University/ Institute for award of the degree/ diploma and the minimum passing percentage/ grade/ rank/ class as determined by Capgemini.

The location of your initial reporting and training and the date of your joining would be communicated to you in due course of time post successful completion of your pre-joining trainings and final semester degree/ diploma examination.

The date of joining and the location of posting will be purely based on business requirements of Capgemini. Capgemini solely reserves the right to make any changes to the date of joining and the location of posting during the course of your training and employment with Capgemini.

Upon joining Capgemini,

1. You are expected to enter into an employment agreement with Capgemini which shall contain details including the scope, terms and conditions of your employment and the contractual obligation with Capgemini.
2. You will be on probation for a period of six months from your date of joining and subject to satisfactory performance your employment will be confirmed (vide written confirmation) at the end of six months.
3. During your probation you may be required to undergo classroom trainings for such duration as deemed necessary by Capgemini and your performance will be evaluated periodically during such training period.





Capgemini reserves the right to decide the continuance of your further training and your employment depending on your performance in its opinion.

The terms of this Letter of Intent shall remain confidential and are not to be disclosed to any third party.

You may note that this letter should neither be construed as an offer of employment from Capgemini nor should it in any manner confirm our intent to make you an offer of employment. We may, at any time, at our discretion, revoke this Letter of Intent.

We would request you to go through the above terms, and let us know if they are acceptable to you, within seven days of the issuance of this letter.

We look forward to hearing from you. Should you have any query, please do not hesitate to contact fresherhiring.in@capgemini.com

Thanking you,
Yours Sincerely,
For & On Behalf of Capgemini

Puneet Kumra
Head - Fresher Hiring





ANNEXURE 1

Vinit Bharatkumar Shah

Analyst and A4

You will be under probation for six (6) months from your date of joining Capgemini. During this period, your all-inclusive annual target compensation (on a cost to company basis) will be **INR 3,00,000/- (Rupees Three Lakh only)**. Subsequent to your successful completion of training and probation, your all-inclusive annual target compensation (on a cost to company basis) will be revised to **INR 3,80,000/- (Rupees Three Lakh and Eighty Thousand only)**. Your compensation shall be paid on a monthly basis, in arrears. The Company shall deduct tax at source at the time of making payment.

For & On Behalf of Capgemini

Puneet Kumra
Head - Fresher Hiring

Signature: _____

Candidate Name: Vinit Bharatkumar Shah

Date: _____



Date: August 22, 2019

Ref: LTI/HR/Campus/2020

Name: Salonee Dakhave

College: VIVA Institute of Technology

OFFER OF EMPLOYMENT

Dear Salonee Dakhave,

Welcome to LTI (hereinafter referred as the "Company"). Congratulations on successfully completing our initial selection process and being selected as **Graduate Engineer Trainee**.

During the initial training period of 12 months, your CTC including all benefits will be **Rs.3,50,000/-** as per the details mentioned in '**Annexure-1**'.

You will also be issued a detailed 'Letter of Appointment' at the time of your joining LTI subject to you meeting the eligibility criteria as mentioned in '**Annexure-2**'.

The date of commencement of training and venue for reporting will be intimated to you in advance.

Upon joining and during the training period, you will be continuously appraised and your confirmation is subjected to your performance during this period.

As a part of your transition from campus to corporate world, you may be engaged in various learning and development programs prior to your joining LTI. You are therefore requested to complete the LTI training which will be communicated to you separately. LTI has made significant investments into these learning and development programs for your professional development and therefore would urge you to actively participate in the trainings and complete them with at least the minimum score required. The evaluations of your performance in these trainings will be used to allocate you on various projects and the results would also impact your date of joining. If you do not get the minimum score required, you will be asked to reappear for the training assessments prior to your date of joining.

TERMS AND CONDITIONS

1. Increments and Promotions

Your performance and contribution to LTI will be an important consideration for your salary increments, promotions and your career progressions which is subject to Company's policy and guidelines in force.

2. Overseas Deputation/International Assignment

It would be to your advantage to possess a valid passport and driving license. In case you do not already have one, you are required to apply for the same at your own expense.

Based on the business requirements and your performance, you may be given an International Assignment subjected to the guidelines defined by the Company.

3. Documents

Your offer is subject to you submitting all the mandatory documents at the time of joining, the details of which will be intimated to you prior to your joining LTI. You may also need to submit other such documents as Company deems fit from time to time.



4. Background Verification

As a part of background verification, we need your acknowledgement and authorization to undertake necessary background verification through internal or external agencies. These are including but not limited to your current / previous employment history (if applicable), educational / professional credentials/medical background and other background checks. If any discrepancy is discovered after you have joined the Company or during background verification, you are liable to be terminated, apart from other legal action being initiated against you.

5. Service Agreement

You will be required to execute a service agreement at the time of joining to serve LTI for a minimum period of 2 years, failing which, you (and your surety) jointly or severally will be liable to pay LTI an amount of Rs.2,00,000.

6. Letter Acceptance

If the above stated terms and conditions are acceptable to you, kindly upload an acknowledged scanned soft copy of this 'Offer of Employment' on the **CampBuzz Portal** (<https://campbuzz.ltinfoltech.com>) and register your credentials therein within seven(7) days from the date of this letter. If you do not register your credentials within the above period, the aforesaid offer automatically stands cancelled.

Post registration on the CampBuzz portal, if you do not join on the date intimated to you, the aforesaid offer will be cancelled at the discretion of LTI.

Your employment will be governed by the rules, regulations and policies of the Company in effect.

The terms and conditions mentioned above are subject to changes at any time at sole discretion of the Company and as per business demands without prior notice.

According to the standard practice of our Company, you will treat the above terms of this letter as strictly confidential.

We welcome you to the LTI family and look forward to a long and fruitful association with you.

Yours faithfully,

For Larsen & Toubro Infotech Ltd.



Nikhil Govekar
Sr. Manager - Campus
Recruitment

I have read the letter and accept the same.

Signature and Date



ANNEXURE-1

Name : Salonee Dakhave			Date : August 22, 2019		
Salary Grade : GET(I)					
Components		Rs. p.a.		Rs. p.m.	
Basic				15,000	
Bouquet of Benefits				11,300	
A. Base Salary (PA)		315,602		26,300	
Annual Incentive		0			
B. Total Variable (PA)		0			
C. Total Target Cash (A+B)		315,602			
Provident Fund (PF)		21,600		1,800	
Gratuity		8,664		722	
Mediclaime Premium		4,140			
D. Retirals & Other Benefits		34,398			
Cost to Company (CTC) C+D		350,000			



Medical Insurance Premium

The Group Mediclaim Policy of Company covers Employee, Spouse & upto 2 dependent children (below 25 yrs of age) for maximum amount of Rs. 3,00,000/- p.a.
Employees will not be eligible for any other assistance towards domiciliary treatment other than the medical allowances.

Notes:

- 1.Basic will be reckoned for PF, Gratuity (If applicable) and Leave Encashment as per rules.
- 2.H.R.A. will be deducted for accommodation (if any) provided by the Company.
- 3.You are covered under the ESIC Act and there will be statutory deductions as per the ESI Policy.
- 4.The Company can set off or make appropriate adjustment from Adhoc Allowance towards bonus payable, if any, subsequent to the amendments of payment of Bonus Act.
- 5.The PF amount shown is the Employer's contribution. An equal amount will be deducted as Employee's contribution
- 6.The eligibility for payment of Gratuity is a minimum of five years of service in the Company.
- 7.Any or all of the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time. For all salary components refer to the respective policy documents.

- Following are the components applicable to you under **Bouquet of Benefits (BOB)**.

Components	Limits	Remarks
House Rent Allowance (PM)	10% - 50% of basic	Mandatory
Medical Allowance (PM)	Rs. 1,250/-	Optional
Conveyance Allowance (PM)	Rs. 1,600/-	Optional
Meal Allowance (PM)	Rs. 1,100/- OR Rs. 2,200/-	Optional

- *Balance amount under BoB will be paid as Adhoc Allowance per month and will be fully taxable.
- You are required to declare your options under BoB in the SSC Portal.The guidelines relating to BoB are available under HR Policies.
- Income Tax will be deducted at source wherever applicable as per Income Tax Rules.
- Any or all of the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time.



ANNEXURE-2

Eligibility Criteria for Engineering & MCA Candidates- 2020 Batch		
Qualification	B.E./B.Tech.	MCA
Branches:	All Branches	Computer Application
Age Criteria: As on 1st July of Passing year (2020)	Less than 24 years	Less than 26 years
Academic Gap:	Academic gap allowed <u>only after the completion</u> of the entire course i.e after SSC/after HSC or Diploma/after Graduation. No Year drop allowed.	
Course must complete in:	4 years	3 years
SSC, HSC , Diploma (if applicable) Percentages / CGPA:	60% & Above OR Equivalent CGPA NOTE: • SSC /HSC should have cleared in <u>FIRST ATTEMPT</u> only. • Re-exam (Supplementary or Improvement exams) given soon after the Main exam will NOT be considered. • For Diploma Holders, <u>final semester</u> should have cleared in <u>FIRST ATTEMPT</u> only. • For candidates pursuing HSC and Diploma(both),marks scored in the Diploma course will be taken into consideration.	
Graduation,Post-Graduation Percentages/CGPA:	Aggregate of 60% & Above <u>OR</u> Equivalent CGPA	
	Aggregate of all semesters AND all appeared subjects(irrespective of the University rule)	
	Provisional/Passing Certificate(of all courses) must state First class	
Re-attempts/ATKTs /Backlogs/Arrears: (Diploma, Graduation,Post Graduation)	• No active/live backlogs allowed at the time of the interview process. • Backlogs includes Reattempts/ATKTs/Arrears in all appeared subjects irrespective of the exemption rules implemented by the College/University. • This also includes Internal,External, Oral/Verbal/Practical Re-attempt/ATKTs/Backlogs/Arrears and re-attempts due to Absenteeism. • Re-exam(Supplementary or Additional exams) given soon after the main exam is also considered as Re-attempt/ATKT/Backlog/Arrear. • No Re-attempts/ATKTs/Backlogs/Arrears allowed in the <u>final semester</u> of any course. • Any pending Re-attempts/ATKTs/Backlogs/Arrears in the current course (obtained after the interview process) must be attempted and cleared <u>with the final semester examinations</u>	
Nature of Course:	All Full Time courses Only	
Year of Passing:	2020 SUMMER Pass outs Only	
Citizenship:	Resident Indian Citizens Only	
Your College/Institution MUST be:	UGC / AICTE Approved ONLY	
Pre-Employment Verification:	Not been involved in any court proceedings and/or convicted for any offence	
Pre-Employment Medical Certificate:	Submitting a Medical Certificate of Fitness(in the format prescribed by LTI) at time of joining, which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS	

Self Declaration :

1. I hereby declare that I meet ALL the eligibility criteria exactly as stated above.

2. I am aware that I may be subjected to immediate action by the company at any time during or after the Interview/Selection/Joining if found hiding any information/producing incorrect information or not meeting all the criteria mentioned above.

3. I am flexible to work at any LTI Development Center/ Customer Site/ Partner premise as per business requirement.

4. I am flexible to work in any technology/domain/workshift assigned to me based on the business requirement.

5. I confirm that I have NOT appeared for any LTI interview process anywhere in the past 6 months.

(If found so, LTI may take immediate action and cancel the candidature at ANY stage)

Signature: _____

Name: _____

Mobile No: _____

College Name : _____

Today's Date: _____





Capgemini Technology Services India Limited
(Formerly known as IGATE Global Solutions Limited)
IT 1, IT 2, Airoli MIDC, Thane - Belapur Road,
Navi Mumbai - 400708, Maharashtra, India.
Tel: +91 22 7144 4283 | Fax: +91 22 7141 2121
www.capgemini.com/in-en

Date: October 26, 2019

Ref No: HR/Campus/LO2020500607/1

Salonee Sandesh Dakhave
Viva Institute of Technology

Letter of Intent ("LOI")

Dear Salonee Sandesh Dakhave,

With reference to your interview conducted by us at Viva College, Mumbai, we are pleased to inform that you have been shortlisted for the position of **Analyst** and **A4** with **Capgemini Technology Services India Limited.**, (hereinafter referred to as "Capgemini").

In this regard, we are proposing compensation package and benefits, the details of which are set forth in **Annexure 1** to this letter.

The final Employment Offer Letter shall be subject to your successful completion of all curricular requirements as laid down by the University/ Institute for award of the degree/ diploma and the minimum passing percentage/ grade/ rank/ class as determined by Capgemini.

The location of your initial reporting and training and the date of your joining would be communicated to you in due course of time post successful completion of your pre-joining trainings and final semester degree/ diploma examination.

The date of joining and the location of posting will be purely based on business requirements of Capgemini. Capgemini solely reserves the right to make any changes to the date of joining and the location of posting during the course of your training and employment with Capgemini.

Upon joining Capgemini,

1. You are expected to enter into an employment agreement with Capgemini which shall contain details including the scope, terms and conditions of your employment and the contractual obligation with Capgemini.
2. You will be on probation for a period of six months from your date of joining and subject to satisfactory performance your employment will be confirmed (vide written confirmation) at the end of six months.
3. During your probation you may be required to undergo classroom trainings for such duration as deemed necessary by Capgemini and your performance will be evaluated periodically during such training period.





Capgemini reserves the right to decide the continuance of your further training and your employment depending on your performance in its opinion.

The terms of this Letter of Intent shall remain confidential and are not to be disclosed to any third party.

You may note that this letter should neither be construed as an offer of employment from Capgemini nor should it in any manner confirm our intent to make you an offer of employment. We may, at any time, at our discretion, revoke this Letter of Intent.

We would request you to go through the above terms, and let us know if they are acceptable to you, within seven days of the issuance of this letter.

We look forward to hearing from you. Should you have any query, please do not hesitate to contact fresherhiring.in@capgemini.com

Thanking you,
Yours Sincerely,
For & On Behalf of Capgemini

Puneet Kumra
Head - Fresher Hiring





ANNEXURE 1

Salonee Sandesh Dakhave

Analyst and A4

You will be under probation for six (6) months from your date of joining Capgemini. During this period, your all-inclusive annual target compensation (on a cost to company basis) will be **INR 3,00,000/- (Rupees Three Lakh only)**. Subsequent to your successful completion of training and probation, your all-inclusive annual target compensation (on a cost to company basis) will be revised to **INR 3,80,000/- (Rupees Three Lakh and Eighty Thousand only)**. Your compensation shall be paid on a monthly basis, in arrears. The Company shall deduct tax at source at the time of making payment.

For & On Behalf of Capgemini

Puneet Kumra
Head - Fresher Hiring

Signature: _____

Candidate Name: Salonee Sandesh Dakhave

Date: _____



EQUATOR

Property Managers Pvt. Ltd.

AN ISO 9001:2015 CERTIFIED COMPANY
FORM X [See Rule 57] 1D



Issuing Authority

EMP Code : FM/MUM/22564

Name : MITESH ADITYA

AMBRE

DOB : 07/04/1998 Sex : M

Designation : BMS OPERATOR



HT

Harness Techniques

"Energiser of Equipments"



NANDLAL GUPTA

Department : QUALITY

EmployeeCode : 2296

Blood Group :

ContactNo : 7558634235

Harness Techniques (I) Pvt Ltd

Gala no. 207 Building No. 7, Merchant
Industrial estate, Waliv Rd,
Golani Naka, Vasai East, Vasai-Virar,
Maharashtra 401208





DRUCKER CORPORATE CONSULTANCY PVT. LTD.



Mr. Swapnil Patil

- Blood Group : O+
- Emergency Contact : 9273750



D Mart

Avenue Supermarts Limited

Plot No. B-72 & B-72A, Wagle Industrial Estate, Thane (West), Maharashtra, India - 400 604

Tel.: 91 22 33400500 * Fax: 91 22 33400599 * e-mail: info@dmartindia.com * Website: www.dmartindia.com

CIN: U51900MH2000PLC126473

REGISTERED ADDRESS: Anjaneya, Opp. Hiranandani Foundation School, Powai, Mumbai, Maharashtra, India - 400076

OFFER LETTER

Date:

Applicant No: 70365

Shubham Parnale

Flat no 103, D-2, sec no 6, shantinagar, Mira Road (east), thane - 401107
Thane 401107
Maharashtra
India

Dear Shubham Parnale,

With reference to your application and our mutual discussions in respect of your interest in our organization, we are pleased to offer you the Position of Graduate Engineer Trainee-Maintenance in Jr.Manager (S1) grade.

You will join latest by 14/01/2021 after which this offer would remain automatically withdrawn unless extended in writing by the Company and, in such cases; no claim of any nature, financial or otherwise shall be entertained by the Company.

Your primary place of posting will be at CENTRAL MUMBAI (9004). However, during employment with the Company, you may be transferred/ deputed to any operating office or location of the Company or its Subsidiaries, Affiliates or Associates or any Group company which may come into existence in future, in India or Abroad.

You will be on probation for a period of six months from the date of joining. Your compensation is on total Cost to Company (CTC) basis, as mutually agreed upon.

You are required to submit the following documents, if not submitted earlier;

1. Certificates in support of your educational professional qualifications, experience, date of birth and other testimonials in original together with copies thereof.
2. Three copies of your recent passport size photographs with light blue background.
3. Relieving letter from your last employer in case you are/were employed.
4. Copy of PAN Card & AadharCard.

You are requested to send us your acceptance within 3 days of receipt of this offer letter after which this offer letter will lapse. We look forward to your joining our team for a long, successful and pleasant association.



Ravi Sharma
Sr. Vice President HR
Avenue Supermarts Ltd.

ACKNOWLEDGEMENT & ACCEPTANCE

I have read and understood the above terms and conditions and hereby accept the same. I would join on _____.

SIGNATURE: _____ NAME: _____ DATE: _____





piyali mondal <piyalimondal@viva-technology.org>

Shortlisted for Site Engineer Position

2 messages

NEXTRIQ Groups <nextriq@gmail.com>

Wed, Mar 11, 2020 at 4:24 PM

To: jaykesur08@gmail.com

Cc: piyali mondal <piyalimondal@viva-technology.org>

Dear Jay

You have been shortlisted for the position **Site Engineer** for our organisation **Nextriq Electricals Services Pvt Ltd** through the placement cell of Electrical Department at Viva Institute of Technology.

So kindly find the attached Company Profile for your reference.

We will be conducting a personal interview in the next 15days. and you would be inform for the same.

Thanks & Regards,
Kinjal Tank

NEXTRIQ

ELECTRICALS SERVICES PVT. LTD.

8, Ground Floor, Luv Kush Building,
Khandwala Compound, [Vakola Pipe Line Road](#)
[Santacruz East Mumbai 400055,](#)
[Maharashtra India](#) (Mob. 9892066356)

 **Nextriq.pdf**
3098K

Jay Kesur <jaykesur08@gmail.com>

Wed, Mar 11, 2020 at 5:32 PM

To: NEXTRIQ Groups <nextriq@gmail.com>

Cc: piyali mondal <piyalimondal@viva-technology.org>

I will attend the interview.

[Quoted text hidden]

