

### **OFFER LETTER**

Date: 27/03/2020

To,

Ms.R. Srilatha,

HYDERABAD,

DEAR R . Srilatha,

This refers to your application and the subsequent discussion and interview you had with us, we are pleased to offer you an appointment as **Service Desk** in the permanent position in our organization at **HYDERABAD** Location, at **MIT** Division in **FMS** Department with effect from the date of your reporting for duties on the terms and conditions as stated below. The terms and conditions applicable to this appointment are recorded below for your consideration and acceptance, if these are acceptable to you in their entirety; you are requested to take up your assignment at the earliest but not later than **26/03/2020** failing which this offer shall withdraw automatically without any further intimation to you.

#### 1) Salary and benefits:

- a) Effective the date of your reporting for your duties, you will be eligible for salary, allowances and other benefits. Details of your compensation and benefit package (cost to company) are as mentioned in the Annexure I of this letter. You are entitled to all other statutory benefits which are applicable to your salary structure are detailed in Annexure I.
- b) You will be covered under Group Life Insurance and Group Accident Insurance as detailed in Annexure I.
- c) For purpose of contribution to Provident Fund, Gratuity, encashment of leave, etc., computations will be on the basis of basic pay.
- d) Salary cycle for your division will be from **1st To30th/31st** of every month. Your salary will be payable by **10**<sup>th</sup> of next month on working day.
- e) If you fall in the income tax bracket then you need to submit tax deduction form, which is available in your joining kit within 30 days of reporting. Your tax deduction will be based on the declaration and proofs which you may be required to submit at accounts department before 31st December.
- Please note that the salary structure of the company will be altered / modified at any time without prior notice and your package of remuneration may accordingly be altered / modified from time to time. Further salary, allowances and all other payments / benefits will be governed by the company rules as well as statutory provisions in force from time to time and subject to deduction of appropriate taxes.
- g) During the tenure of the service, you will keep your emoluments secrete from other members of this organization, client or customers and will treat all information coming to you as strictly confidential and the information containing all documents and papers and other relating to company will not be divulged by you to any person other than those of management.
- h) Your performance in current assignment will be reviewed once in a year by the management. Your increments / promotions will depend at the sole discretion of the management depending upon your efficiency, performance, Skill enhancement, regular attendance, leave discipline, sense of discipline, loyalty and good behavior and also subject to the prosperity of the company. You will not claim your annual increment as matter of right. Salary

## IMPACT Infotech Pvt. Ltd.



reviews and re-fitments will always be subject to schedules as may be implemented by the company from time to time.

All problems relating to your emoluments should be referred to HR Department only in writing or through email. No such problem to be discussed with any member of organization or with client or customer.

## 2) Responsibilities and accountability:

- a) The working hours applicable to you will be the same as are observed depending upon your place of posting and amended from time to time. Further you should be prepared to work on any shift(s), as may be warranted by the company / client / customer's work requirement.
- You have to plan your leaves in advance and take approval from reporting officer before going on leave. Any uninformed leave will be treated as loss of pay and may call for disciplinary action such as termination or demotion. Your leave entitlement will be according to shop act law and leave policy of the company from time to
- Your employment requires performance consistence with high standards of responsibility that may be assigned to you from time to time. You will be responsible for achieving planned results both in terms of quality and quantity and as required by our external as well as internal customers. You will employ yourself efficiently to the best of your ability and you will devote your whole time to the work of the company. You shall diligently, efficiently and satisfactorily discharge your duties and work assigned to you and shall obey and comply with all lawful instructions and procedures given to you by your supervisor in connection with the work assigned to you to the best of skill and
- d) You will be required to work additional hours, on weekly off or any holidays as may from time to time be reasonable and necessary for the efficient performance of your assignment. The Company does not pay overtime to employees in executive / managerial grade for extra hours put in by them for the company work. However some employees in certain grades are compensated as per policy.
- You are expected to act in responsible and professional manner when you use the internet / email and other company / client / customer's facilities or assets or usage of computers of company / client / customer(s).
- You shall honestly, diligently and faithfully serve the company and use your utmost endeavor to promote the interest of the company.
- Your work assignments, responsibilities and duties may be changed from time to time at sole discretion of the management.

## 3) Discipline:

- a) During your employment with company, you shall subject to rules, regulations, policies and practices enforced by the management from time to time in relation to designation, emoluments, salary structure, salary cycle, working hours, punctuality, conduct, discipline, leaves / holidays, business ethics or any matter relating to service conditions which will be deemed as rules, regulations and orders in the part of this employment. Company's decision on all such matter shall be final & binding on you.
- b) Management reserve the right to modify / alter or delete the existing service rules, regulations policies and practices or to introduce fresh service rules, regulations and policies / practices which will be binding upon you, whether these are individually notified to you or not.

#### 4) Age of retirement:

Please note that unless your services come to end on account of resignation / termination, you will retire on completion of 58 years of age. The information given by you in the respect of your date of birth has been entered in

# IMPACT Infotech Pvt. Ltd.



record, and it cannot be altered at your option hereafter. It will be on the sole evidence of your age, that all matters pertaining to your service will be based.

## 1) Address of communication:

The information given by you in the respect to your communication address or current residential address and email id has been entered in records. Any communication send to you at such address or email id, shall be deemed to have been duly send by us and received by you. All communication to such address by ordinary mail, regd. Post or courier shall be deemed to have been delivered to you. It will be your duty to intimate in writing to the management whenever there is change in your current residential or communication address or email id within five days from the date of such change.

## 2) Termination / Resignation

- a) Either party shall have right of terminating this agreement and either party is not bound to give any reason therefore. Company can terminate or dismiss you from services due to unsatisfactory performance, conviction by any criminal court or found criminal charges during police verification, disclosure of confidential information, damaging / destroying any property of company / client / customer, uninformed or unauthorized leave of absence / continue absence for more than 8 days, unauthorized possession / theft of the company / client / customer / property or assets, Project closure, any act which is illegal as per laws of the country, on account of misconduct, insanity, sanity, physical infirmity, contagious or infectious disease, continued ill health, unfitness for employment declared by doctor or loss of confidence by employer.
- In case of company termination, company will give Ten days notice or one month gross salary in lieu of notice, which will be at the discretion of the management.
- In the case of resignation by you, the management reserves the right to accept it with immediate effect. You have to give resignation in writing or through email to HR Department and reporting officer. You have to take letter of acceptance of resignation from HR Department.
- Notice period: You have to serve notice period of Sixty Days from the date of resignation, failing which gross salary in lieu of notice period will be deducted from your full and final settlement, subject to the satisfactory handing over of your duties and responsibilities and sign off documents of the same to the relevant parties. Your release (relieving letter) will be governed by the general terms and conditions of the employment in force at that point in time. No leaves will be sanctioned during notice period. If any emergency leave taken then the same will be

adjusted against extension of notice period. No notice period or notice pay is required to be paid on either side if the assignment is terminated by mutual consent.

- Your final and full settlement will be done after 60 days at the end of the month from your relieving date. Please ensure that you obtain a no due certificate from your reporting officer of the company or client ,administrative department and accounts department. If there are any dues owing from you to the company on account of short notice or loss of company or clients / customer's property or damage, the same may be adjusted against any monies due to you by the company on account of salary, bonus, leave payment or any other payment owned by you under the terms of employment. Please submit your tax proofs before settling your dues.
- Exit interview: You have to undergo 'Exit interview' which will be conducted by HR Department, you will given an opportunity to give feedback / suggestions. Your feedback is very important tool in our continuous strive for improvement. Post this, yours relieving and experience letter will be given. You need to visit EPFO portal for PF transfer/withdrawal formalities.

## IMPACT Infotech Pvt. Ltd.



a) Handing your charge of company's property: You shall be bound at the termination of this agreement, whoever terminated, to return to the company all the properties of the company / client / customer in your possession and correspondence which you may have conducted, whether semi officially or otherwise in connection with the business of the company or on its behalf. In event of your failure to return to the company any of its property / assets, MIS reports, any documents related to your service, you would be deemed to have committed the offence of criminal breach of trust and the company shall be free to initiate legal proceedings against you in an appropriate forum, besides claiming liquidated damages for withholding company / client / customer property, assets in an unauthorized and illegal manner.

#### 3) Medical Fitness:

This offer of employment is subject to your being found medically fit by doctor's certificate. The continuation of service is subject to your being found and remaining medically / physically and mentally fit.

#### 4) Deputation:

- a) During the period of services, your services could be deputed at the sole discretion of the company to any of company's client / customer to do work pertaining to or incidental to such clients / customer's business for temporary or permanent. During the tenure of the deputation, you will continue to be an employee of the company and your compensation and applicable allowances shall be payable only by the company. In this regard, you shall not entitled to receive any payments, either as fees, expenses, reimbursement or such other allowances, gifts, personal loans, directly from client / customer to whose side you may be deputed. You shall also abide by any training that may be offered to you by client. You may be required to sign a training bond for such trainings which may be conducted by client / customer.
- b) In the day to day functioning or carrying out your responsibilities and duties, you will receive instructions from the client or will undertake to abide by any suggestions etc; given by any assigned person(s).
- c) You may have to obey and comply rules, regulations, policies and practices which are applicable to the place of deputation.

#### 5) Transfer:

You are liable to be transferred permanently or temporary to other division, department or branch, post or the place or to the sister concern or associate or which exist or may come into existing hereafter. Please note that transferability is an important ingredient of these terms and conditions of employment with the company, any modification in your emoluments, etc., will be communicated to you at appropriate time. Also the management can shift the place, places of working anywhere in city or anywhere in India or abroad and in that event you will have to make compliance for working at new place of work. The transfer employee will be governed by the rules and regulations, etc., that may be applicable to the place of transfer. In addition, in the event of you being posted overseas, you will be required to sign appropriate document such as service agreement and fulfill the requirements specified therein and also adhere to the stipulations of the overseas deputation policies in force from time to time.

## 6) No simultaneous employment :

While in the employment of the company you will not, under any circumstances be permitted to work of any other firm or persons, either whole time or part time or to trade or do business nor any way be associated with any firm or person(s) as advisor / consultant / partner / director whether paid or not for your services (including agency of insurance company or in advisory capacity) without prior written permission of the company. Also you will not attend classes or examination without prior and written permission from the management. In case, this condition is contravened, you shall be deemed to have voluntary resigned from employment with effect from the day our communication in this regard is posted or delivered to you.

## IMPACT Infotech Pvt. Ltd.



#### 1) Non disclosure:

- a) You shall take care not to disclose or divulge confidential information, trade / business secretes, business data which according to company is confidential and valuable, property of the company etc., belonging either to the company or to the client / customer, that may you come across in the course of your responsibility either to the company and / or to the client / customer or to anyone outside the client / customer's organization and you shall use such confidential information only in connection with services provided by you to such client / customer. Further, you shall not utilize any information acquired in consequence of your employment for your benefit or for the benefit of any third party other than the company or its client / customer who has disclosed such confidential information or from whom you have created the confidential information. Further you shall not, without prior permission in writing and unless it is a part of your day to day work, take any papers, books, instruments, software/ hardware material, pen drives, CDs, Floppy Discs or any other electronic storage devices or hard copies of all such matters, documents or any other property of the company or client / customer out of the premises, nor shall you any way at time(s) disclose divulge or make public any information or matter concerning quality practices, policies, accounts, transaction dealings, trade / business secretes, business data, customer names of the company or client / customer. All our managerial employees who have access to complete information regarding business processes, Accounts are required to sign a confidential undertaking / agreement immediately upon joining. You will be responsible for protection and furtherance of the company's based interest at all the times, including after you cease to be on the company's roll. In addition, in the event of your leaving company services, you are expected not to take an employment or enter any type of business / commercial association with any of company's client's / customer's or their associate for a period of two years from the date of cessation of employment.
- a) You will be required to sign non disclosure agreement after joining.

### 2) Assignment of intellectual property right :

You are employed by the company on the express understanding that all services provided by you whether at company or on deputation, are being done behalf of the company or its clients / customers. Consequently, any and all intellectual property rights (including but not limited to patent, copyrights, trademarks, etc.) arising therein shall be owned exclusively by the company or its clients / customers to whom you may be providing the services on deputation. In this regard, it shall be deemed that you have provided consent for the assignment of any and all intellectual property rights developed either solely by you or jointly with the company or its clients / customers exclusively and solely either in favour of the company or its client's / customers and you shall do such acts as may be necessary to ensure that the ownership of all such intellectual property rights vests solely with the company or its clients / customers as the case may be.

## 3) Indemnity:

You shall be responsible for protecting any property of the company or the client / customer entrusted to you in the due discharge of your duties and you shall indemnify the company / client / customer if there is any loss to the said property.

4) Dispute arising out of your employment:

The contact and relationship between you and company is governed by the labour law of the country. Irrespective of your place of joining the employment of the company or posting or deputation, only courts in

## IMPACT Infotech Pvt. Ltd.



Pune shall have jurisdiction to try to adjudicate disputes arising of your employment (past, present or future) with us.

5) Terms and condition of employment:

a) Please note that the terms and conditions and other stipulations cover under this contract of employment and the annexure attached herewith, shall form the sole basis of relationship between you and the company and no other promises, assurances or indications of any kind, shall form part of this contract of this employment, unless the same is specified in writing to that effect.

b) Beside above conditions you will abide by the service rules and regulations or certified standing orders or any office orders which may be issued from time to time or which may be in existence or may come into

existence from time to time.

c) This appointment is based on the information given by you to us in your company application form and otherwise, shall be considered null and void and liable for termination without any notice or salary in lieu of notice, if any information provided by you found false or incorrect or suppressed, on post employment verification or anytime during your service. In that eventuality, the management can recover the payment made to you towards your remuneration during your employment. If the terms and conditions mentioned above are acceptable to you in its entirety, you are requested to signify your acceptance of the same by returning the duplicate copy of this letter duly signed by you at the time of receiving this letter personally from us. This letter & its terms are deemed to be accepted by you on transfer of your first salary.

We welcome you to our organization and look forward to a rewarding and happy

association with us. Yours faithfully,

For Impact Infotech Pvt. Ltd.

**Accepted By** 

Hitesh Hatkar

HR Manager

Recruiter : Rejin Rose

Date: 27/03/2020

R . Srilatha



### Annexure -I

	Salary Structure	Monthly	Yearly
led y	Basic	4722.00	56664.00
	DA	5690.00	
	Total Basic	10412.00	
	HRA	1164.00	
	Bonus	867.00	
	Special Allowance	0.00	
A	Gross Salary	12443.00	149316.00
	Employee Deduction		
	PF	1249.00	
	ESIC	94.00	
	Insurance	100.00	
	LWF	Ó.00	
	PT	0.00	
В	Total	1443.00	17316.00
С	Take Home	11000.00	132000.00
	Employer Contribution		
	PF	1354.00	
	ESIC	404.00	
	LWF	0.00	
D	Total	1758.00	21096.00
	CTC(A+D)	14201.00	170412.00

## Note :-

- Your total salary emoluments would be approx. Rs. 12443.00/- Gross per month.
- Taxes such as income tax, P.F., ESIC, Insurance & Accident Policy will get deducted as per Government rules and guide lines.

A hearty welcome in Impact InfoTech Pvt. Ltd.

For Impact Infotech Pvt. Ltd.

**Accepted By** 

Hitesh Hatkar HR Manager

Recruiter::Rejin Rose

R . Srilatha

IMPACT Infotech Pvt. Ltd.

