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222415

02-Apr-2020

Rupesh Nalluru
India - Bengaluru

Offer - Appointment Letter

Dear **Rupesh**,

Based on your application and subsequent discussions we had with you, we are pleased to offer you employment in our organization as **Associate SME -Virtualization** with the following terms and conditions:

- 1) You will join us on or before **04-May-2020**.
- 2) You will be based at **India - Bengaluru** You are however, liable to be transferred to any of our establishments in India, or overseas or to any subsidiary or associate company: whether existing now or still to be formed. Such transfer / deputation will be in accordance with the company's rules in force during the relevant transfer / deputation.
- 3) Your annual Compensation will be **Rs 14,01,869** and in addition, you will be eligible for **a Bonus1 of Rs 98130** , the details of which are outlined in the **Annexure - A**. This is subject to usual statutory and / or other taxes, which may be imposed from time to time by the Government, or any public body authorized to do so. You will be eligible for your next compensation revision on **01-Jul-2021**
- 4) You will also be covered by Provident Fund, Gratuity, Medical and other schemes of the company as applicable to your category that are in force at present and / or may be amended from time to time. These shall also be subject to taxes as applicable under relevant laws.

- 5) This employment offer is valid for one fortnight from this date of offer. If the company does not receive any confirmation from you or the documents requested within the stipulated time, this offer shall lapse automatically and there shall be no further communication from the company in furtherance of this offer of employment.
- 6) You will be required to give **75** days' notice to terminate this appointment. The last working day would be decided at the sole discretion of the Management and in the event of being relieved within the above number of days, the remaining part of notice period days would be adjusted against the existing leave balance or an equivalent of Basic and HRA. The Company, however will have the right to terminate your appointment forthwith on account of misconduct, including but not limited to, fraudulent, dishonest or undisciplined conduct, or breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to the Company's or Client's property or breach of the confidentiality obligations. In all other cases, the Company will have the right to terminate the appointment by giving **75** days' notice or payment of Basic and HRA in lieu of notice.
- 7) Any revisions of your compensation package, promotion, progression, re-designation and your continued employment with the Company are all at the Company's sole discretion and will be based on Company's requirements and your performance.
- 8) Leave: You will be entitled to an equivalent of 21 working days in a calendar year. This translates to 1.75 days per month and would be prorated based on your date of joining the Company.
- 9) You agree that all/any unplanned/unauthorized leave (for 3 (three) or more consecutive working days without prior intimation will be deemed as 'Abandonment of Services' (unless such unplanned leave, is for the reasons of medical emergency which shall be substantiated with valid documentary proof within 7 (seven) days from the date of such absence) and you shall not be entitled to any monetary and non-monetary benefits as was applicable to you. This provision shall also be applicable to all/any such unplanned/unauthorized leave during your serving the notice period, if any. You shall also be not entitled to any monetary and non-monetary benefits, in case of your resignation and you do not serve the agreed notice period as directed by the Company.
- 10) Retirement: As an employee, you will retire from the services of the company on attaining the age of 58 years. As per the company records your date of birth is considered as 13-Jun-1991 (i.e. the date of birth declared by you and accepted by the

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company) and the same will be used for all employment related purpose and no alteration shall be permissible at any time.

- 11) During your employment with the Company, you will be exposed to confidential information regarding the Company, our customers, employees and other stakeholders. You will hold all such information in utmost confidence and use such information only for the benefit of the Company and only to the extent required thereof. You will not divulge any information concerning the company's (or its associates) to operations, know-how, secrets etc. that you may come to acquire as an employee of the company any unauthorized person, nor use for any purpose other than Company's during the period of your employment with us, or thereafter.
- 12) The Company shall be the sole owner of any intellectual property developed by you during your employment with the organization, having rights to sell, license, and control duplication, distribution and preparation of deliveries of the intellectual property. You shall not claim any income nor benefit from any such development at any point of time. You will be required to sign an Employee Undertaking/Non-Disclosure Agreement (NDA) at the time of joining.
- 13) You shall maintain and protect the assets, properties, facilities, software and hardware, if and when provided by the Company for your use. On demand, you shall take steps to return such assets, properties etc., back to the Company in the same condition as given, subject to normal wear and tear, on cessation of employment or any other time as may be required by the Company. Failing this, the Company shall be entitled to recover such cost / compensation as it may deem fit, keeping in view the cost and value of such assets and properties.
- 14) You will keep the Company informed of any change in your residential address and / or civil status. Any communication conveyed, or letters/documents sent to the last recorded address with the company, shall be deemed to have been duly served on you.
- 15) You will be governed by the Rules, Regulations and Policies of the Company as are in force at present and / or as may be introduced from time to time.

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- 16) You shall be responsible for the use of Email facilities provided by the Company on the express understanding that such usage will not be detrimental to the best interest of the Company. You agree not to transmit messages for personal commercial purposes, sending indecent/defamatory or indecent messages including any other unlawful materials; disseminate confidential information and trade secrets of the Company; knowingly cause interference or disruption to company's network by sending unsolicited bulk mails also prohibited. The Company shall have all rights and discretion to monitor and record your use of emails and its contents that are held, sent and received through the emails on all such equipments made available to you by the Company at any time. Random checks shall be conducted to ensure the rules of email facilities are observed. Any violation under this provision may result in disciplinary action including termination of employment.
- 17) You are requested to submit the following certified copies at the time of joining:
 - a. Proof of Date of Birth.
 - b. Indian Driving License with Clear Photograph
 - c. Indian Passport Copy with Clear Photograph
 - d. Any Document as recognized by the Union of India to substantiate and prove your Indian citizenship, which include Aadhar Card/Voter's ID Card etc.
- 18) You will not take up any employment or assignment remunerative or honorarium with any other organization, body or person without the consent of the Management in writing during the tenure of your service with us.
- 19) The Company may provide you special training from time to time in India or abroad, including on-hand training at its client sites. Considering the substantial investment in such training and development, Company will require you to sign a service agreement to serve the Company for a specific minimum period of time after receiving such training. The details of this agreement shall be spelt out at the time of nominating you to such training and will cover both direct and indirect cost of such training.

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- 20) Your appointment is subject to your producing acceptable certified documentary evidence of your date of birth. This evidence shall be your Birth certificate or school leaving certificate, copy of your passport or any other valid document that is issued by the Government of India. In case of any discrepancies in the documents submitted, the date of birth stated in your School leaving certificate shall be considered as final. This date once accepted will be used for all purposes in connection with your employment and no cognizance will be taken for any alternations in the future. If it is found subsequent to your appointment that any information that you submitted is inaccurate or incomplete or that you have willfully suppressed material information, you shall be deemed to have committed a fraud on the Company and the Company reserves the right to terminate your appointment forthwith, notwithstanding anything to the contrary, and without prejudice to any other remedy available to the Company.
- 21) Notwithstanding your obligation to provide accurate information/records about yourself to the Company, the Company reserves the right at any time to make such inquiries as it deems fit, including but not limited to inquiries for the purpose of ascertaining the accuracy of any information/records you have given to the Company, and to verify whether you have a criminal record or a record of any indiscipline or misconduct with previous employer/s. If such verification proves data inaccuracy, forgery, criminal record, termination based on indiscipline/misconduct and/or non-satisfactory performance you agree to forfeit all monetary and non-monetary benefits as was applicable/accrued. By signing this letter, you shall be deemed to have agreed to conduct the 'background check verification' and to have waived your right to lodge any claim or action against the Company, including but not limited to any claim related to invasion of privacy.
- 22) Any future changes in the Company policies, Benefits rules & regulations will supersede the points mentioned in this letter.



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Any claim(s) / statements made by you at the time of application which is not supported by the above documents makes your appointment liable to cancellation and our offer withdrawn without any notice or compensation.

Any dispute arising in connection with your employment shall fall under the jurisdiction of the Bangalore High Court / Bangalore Courts.

We welcome you to Microland Limited and look forward to a long and happy association. You are requested to sign your full name on the copy of this letter and return it to us as a token of acceptance after going through the above terms and conditions, on your date of joining.

Sincerely yours,

For **Microland Limited**,

A handwritten signature in black ink, appearing to read "Ramya Sampath Sharma".

Ramya Sampath Sharma

Chief People Officer



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Declaration: "I have read understood and unconditionally accept the terms and conditions of my appointment letter and agree to keep its contents strictly private and confidential. I understand that my sharing this confidential information with anybody, including but not limited to any employee of the Company, will amount to a breach of my employment terms with the Company and I will be liable to be terminated without any notice or compensation in lieu of. I hereby declare that the information stated in my resume and any other information I have given/may give the Company is complete, accurate and true in all aspects."

Read, understood and agreed.

Name:

Signature:

Date:

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Annexure - A

Name	Rupesh Nalluru	
Designation	Associate SME -Virtualization	
Level	P3	
Location	India - Bengaluru	
Notice Period	75	
Components	Monthly (₹)	Annual (₹)
A) Basic	35,476	4,25,712
B) House Rent Allowance	14,190	1,70,285
C) Flexible Benefit Plan (i)	61,196	7,34,353
GROSS	1,10,862	13,30,349
D) PF - Company's Contribution @ 12% of Basic (ii)	4,257	51,085
E) Gratuity	1,703	20,434
COST TO COMPANY (CTC)	1,16,822	14,01,869
F) Bonus 1(iii)		98,131
TOTAL EARNING POTENTIAL (TEP)		14,99,999
I) Group Medical Coverage Premium [Company borne]		6,468
TOTAL EARNING POTENTIAL + BENEFITS (TEPB)		15,06,467
BENEFITS	Insured Amount (₹)	
J) Group Medical Insurance Scheme for Self, Spouse & 2 Dependent Children (vi)	300000	
K) Group Personal Accident Insurance	1 * Annual CTC (minimum of 500000)	
L) Group Term Life Insurance	3 * Annual CTC (minimum of 1600000)	
 Ramya Sampath Sharma Chief People Officer		
Accepted By - Name:	Signature:	Date:

Annexure A (continued) to Letter dated 02-Apr-2020

- [i] Payable monthly, as per your customized allocation towards: Leave Travel Allowance (LTA), Conveyance, Medical, Vehicle, Meal Vouchers, Child Education; enabling you to plan your tax outflow in an optimum manner. The balance amount, post allocation, will be paid out as Special Allowance.
- [ii] An equal amount, will be deducted, as your contribution, as per Provident Fund (PF) guidelines.
- [iii] Payable annually, if eligible, based on your and your unit's Performance measured during the Appraisal Cycle and Target Achievements as per KRAs set for the Performance Evaluation Year, on a pro-rata basis.
- [iv] Paid in equal monthly instalments as per the Payment of Bonus Act.
- [v] Payable monthly, if applicable; for microlanders working 4 continuous hours at the workplace between 8 PM and 8 AM IST; the amount is indicative of earnings at a rate of INR 250 per Shift for applicable Shifts* worked during a calendar month.

** - number of applicable Shifts during a month can vary, based on business / program's requirements*

- [vi] Parental Policy, if opted for, is an additional benefit, for which the premium will be deducted monthly.