

Strategic Manpower Solutions Limited

CIN : U74999MH2007PLC167704

Date :15.04.2015

Ref : SMSL/4670/25179/55178774/2015

Kumar Siddaraj

Bengaluru, Karnataka - 560048.

Offer cum Appointment Letter

Dear Kumar Siddaraj,

This is with reference to your application and subsequent Test and Interviews you had with us.

We are pleased to offer you an appointment as an **Senior Executive** in the employment of the company.

You will join us on or before **17.04.2015**.

As you are aware that Strategic Manpower Solutions Limited is involved in the business of providing services to their clients through outsourced human resource services and accordingly you are assigned to our client to work as an **Senior Executive** and shall perform duties that are assigned to you by our client from time to time. You shall work out of the Clients' premises and the same shall be intimated to you from time to time.

You will receive an Annual Gross Compensation (including Basic and allowances) of **Rs.5,50,000** /- per annum (**Rupees Five Lac(s) Fifty Thousand only**) as mentioned in **Annexure - I**. This will be disbursed as per the prevailing rules and guidelines.

You will also be entitled to Provident Fund and E.S.I.C. benefits as per applicable rules.

Please note that salaries, allowances, facilities and other sums payable under this appointment are subject to Income Tax and other statutory deductions and you shall be liable for the same.

Your appointment and subsequent continuation of employment with the Company is strictly based on your consistent delivery on the agreed performance parameters and compliance with the values and guidelines of the organization.

Upon your joining, the terms and conditions in this letter shall form your appointment letter and terms of appointment as mentioned in **Annexure - IV**. This day shall be your date of appointment in the company.

Please sign and return a copy of this letter as a token of your acceptance of the "Terms & Conditions of Employment" attached herewith and return it to HR within ten days from the date of issue.

You are required to submit the documents enlisted in **Annexure - II** on your date of joining as part of joining compliance.

Your appointment will be subject to finding you medically fit.

We wish you a long successful association with us.

Sincerely yours,

For Strategic Manpower Solutions Limited.

Authorized Signatory

Signature :

Date :

Annexure - I

Name : Kumar Siddaraj	
Grade : K4	
Designation : Senior Executive	
Monthly Payments	Amount in Rs.
Basic	22,917
House Rent Allowance	22,117
Conveyance Allowance	800
Gross Per Month (A)	45,833
Provident Fund	As Per Act
ESIC	As Per Act
Annual Bonus	As Per Act
Gross Per Annum (A * 12)	5,50,000

Note :

*All the above emoluments should be reduced to the extent of absence without leave or leave without pay.

* It is further clarified that HR and Conveyance shall not be reckoned for the purpose of contribution to the Provident Fund.

Signature :

Date :

Annexure – II

LIST OF DOCUMENTS

1. Copy of Resume
2. Copy of Educational Certificate starting from SSC
3. Medical Certificate from Doctor not less than MBBS
4. 4 blue background passport size photographs
5. 2 family photographs post card size
6. Copy of Id proof (Passport / License / Election Card / PAN Card)
7. Copy of Address Proof

Signature :

Date :

Annexure - IV

TERMS & CONDITIONS OF EMPLOYMENT

1. Your employment is subject to being declared and remaining medically fit by a Medical Officer or by a Doctor specified by the Establishment. The Establishment has the right to get you medically examined by any certified Medical practitioner during the period of your service. In case you are found medically unfit to continue with the job, you will lose your lien on the job and your employment will come to end on the day you are found medically unfit by the Medical Officer.
2. Your appointment is based on the basis of the particulars such as qualifications etc. given by you in the application for employment. In case any information given by you is found false or incorrect, your appointment will be liable for termination without any notice or salary in lieu of notice.
3. The address as indicated in your application for appointment shall deem to be correct for sending any communication to you. Every communication addressed to you at the given address shall be deemed to have been served upon you. You will immediately notify change of address, if any.
4. You are required to submit the following documents, if the same have not been submitted earlier a) Certificates in support of Educational / Professional Qualifications, Experience.
5. Date of Birth and other testimonials in original together with copies thereof; b) copies of your passport photographs with grey background; and c) Copy of Passport / Ration Card / Voter's ID / driving license or any other document as proof of your residence and photo identity.
6. In order to ensure the uniformity and maintenance of a good ambience before the Customers of the Establishment, the Establishment may at its option provide you with some standard dress code. You shall be present at all the times in a neat and tidy manner.
7. You are expected to keep your salary package strictly confidential and not to share any information regarding the salary.
8. During your tenure with the company and based on your job profile, you might be granted access to various IT applications with a unique user id and password. These credentials will be unique to you and cannot be shared with anyone. You will be solely responsible and accountable for any information loss/sharing or breach of confidentiality in any way which has occurred due to the misuse of your credentials.
9. You will be covered by the service rules and regulations including conduct, discipline and administrative orders and any such other rules or orders of the client or Company as the case may be that may come in force from time to time. You shall observe discipline and rules of conduct applicable at the client's establishment of your posting. The tenure of your employment shall be subject to requirement of the services provided by us to our client and shall also be subject to the requirement of deputation or completion of project with the client.
10. You shall be entitled to leave and other benefits as per the rules and regulations governing client's establishment where you will be working. You will be entitled to a weekly off as may be notified from time to time. The weekly holiday may be staggered and determined as per the roaster.
11. You will be governed by the working hours prevailing at the establishment of your working. You will be notified your actual duty timings from time to time. You shall report and be present, accordingly at the client's designated location. You will be required to work in any of the shifts during the day or night. Your working hours may be staggered and you may be required to work in spells in the morning and evening. In case you being a female employee you shall be provided with due security escort up to your residence in case you work beyond 9 pm.

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- 12. You will be required to work on any day of the year, including festival holidays, in the establishment of your posting. You will be allowed a weekly off in accordance with law on any one of the days in the week, as per the schedule notified.
- 13. Your employment is transferable to any other place / establishment / department / division / unit / branch / subsidiary / affiliate of our client / associate. However, such transfer will not entail any increase in your salary and / or adversely affect your emoluments.
- 14. In normal course you shall retire from the services of the organization on attaining the age of 58 years.
 - a) If you absent yourself without leave or remain absent beyond the period of leave originally granted or subsequently extended, you shall be considered as having voluntarily terminated your employment without giving any notice unless you:
 - b) i.) Return to work within 8 days from the commencement of such absence
 - ii.) Give an explanation to the satisfaction of the Management regarding such absence.
- 15. You will initially be on probation for a period of Six months, which may be extended or reduced at the sole discretion of the Management. During the period of probation, the appointment is terminable by giving one day's notice in writing by either side or payment of one day's Basic salary in lieu thereof. On completion of initial probation period till such time that you are intimated in writing regarding your confirmation, you shall continue to be on probation. After confirmation, your services are liable to be terminated at any time without assigning any reason as per the provisions of statute governing your appointment. In case you wish to resign you will give us the notice as per the provisions of the statute governing your appointment. You shall attend duties till you are relieved from service in writing. Waiving the Notice Period on resignation is at the sole discretion of the company.
- 16. Your services are liable to be terminated without any notice or salary in lieu thereof for misconduct, without being exhaustive and without prejudice to the general meaning of the term "misconduct" in the case of reasonable suspicion of misconduct, disloyalty and commission of an act involving moral turpitude, any act of in-discipline or inefficiency. You may be placed under suspension pending enquiry into the charges of misconduct or otherwise. The salary for the suspension period will be paid to you only when you are found not guilty of any of the charges for which you were suspended and not otherwise.
- 17. You shall extend all cooperation to the client's employees, customers, representatives, etc. and do all such things diligently, faithfully and to the best of your skill and ability as may be necessary to serve the client and perform all the duties entrusted to you from time to time. We expect you to work with the high standard of initiative, efficiency and economy.
- 18. You are shall engage yourself exclusively in the work assigned by the client, where you are posted for the time being and shall not take up any independent or individual assignments (whether the same as part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head. You will avoid any such issue which may result in a conflict between your personal interest and the interest of the client / company in dealing with suppliers, customers and all other organizations or individuals doing or seeking to do business with the client / company. You shall obey and comply with all the orders and directions given to you by your superior or any other person duly authorized in that behalf at the place of your posting. You shall obey all the rules and regulations, either statutory or otherwise, which are in vogue and may be notified from time to time.
- 19. You shall not at any time either during the contract of your employment or at any time thereafter divulge any information that came to you during the course of your employment without prior permission in writing.
- 20. You will not enter into any commitments or dealings on behalf of the client / Company for which you have no express authority nor alter or be a party to any alteration of any principle or policy of the client / Company or exceed the authority or discretion vested in you without the previous sanction of the client / Company or those in authority over you.

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21. You may be selected and sponsored by the Company / or Client for familiarization / training assignments with our technical collaborators or any other institutions / organizations in India and/or abroad. You will diligently and beneficially take part in the training and such assignments. The cost of any such training shall be borne by the company and you may be required to sign a Service Bond for a minimum time for which you will serve the company. The company can recover the liquidated damages on the event of your voluntary resignation before the time as mutually agreed upon in the bond.
22. The Establishment considers harassment and discrimination of any nature to be an unacceptable form of behavior, which is not tolerated under any circumstances. All people have the right to work in an environment that is free from harassment and discrimination. Disciplinary action will be taken against anyone found to be guilty of harassing or discriminating against a fellow employee that may result in termination of employment.
23. You will be responsible for the safe keeping and return in good condition and order of all the properties of the company that may be in your use, custody, care or charge. For the loss of any property of the company or client in your possession, the company will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction. You will hand over the charge of letter of Authority or Power of Attorney issued to you or any property / material of the company in your possession at the time of cessation of your employment with the Company.
24. All proprietary information / material of the client that is made known to you during the term of work assignment shall be received in confidence and you shall not disclose or, except in performing the services, use any such information / material. You agree that all information, correspondence, documents, material or items provided to you by the client or by us are provided to you in trust and on completion of project / assignment or termination of the service, you shall promptly return all such material to the client or company, as the case may be.
25. You shall be required to sign and abide by the Policy on Ethics & Code of Conduct with the Company and shall undertake to sign such declarations that the Policy may demand from time to time.
26. It is hereby expressly agreed and declared that this letter of employment shall be deemed to have been made at Mumbai and that any dispute or suit or action or proceedings whatsoever arising out of or under this letter of appointment or breach thereof or in respect of any matter or thing herein contained and any claim by either party against the other shall be instituted or adjudicated upon or decided by a court of competent jurisdiction at Mumbai.
27. In case of one / more clauses of this letter of employment becomes untenable, the same shall not render the letter of employment null and void in its entirety.

The various clauses of this letter are to be read, understood and interpreted in its entirety and none of the clauses are severable from the remaining.

I have read and / or have been explained the contents of the above contract of employment in _____ (language) and I hereby declare that I have fully understood the above terms and conditions and declare the same to be binding on me in its entirety and also give my consent to the clause no. 8 & 9 specifically.

Name :

Signature :

Date: