

January 05, 2021

M. Muthupandiyan,
16,Vigilance Home,
Rosary Church Road,
Mylapore, Chennai.

Mobile: 9655738573.



CATALYST CORPORATE SERVICES PVT. LTD.

Corporate Identity Number : U74120MH1992PTC069261

Registered Office :

302, 'A' Wing, Everest Chambers, Marol,

Andheri Kurla Road, Andheri (East), Mumbai - 400 059.

Tel : +(91 22) 4955 6700 / 2920 5780 / 3279 / 1292 / 4795

Fax : +(91 22) 4955 6738

Email : info@catserv.in • Website: www.catserv.in

Dear Muthupandiyan,

Pursuant to the discussions, which we had with you, we are pleased to invite you to join our Company, as **"Process Associate"** & start duty not later than **January 11, 2021** subject to the terms and conditions mentioned in this letter.

1. *You need to keep us updated in case of any changes in your local Chennai residential address or any other personal particulars, including contact phone / cell numbers, email ids, etc.* You need to complete submission of all documents applicable to you as per offer letter issued to you, at very earliest, within two weeks of this letter date, if any of the documents are still pending to be submitted by you. If you have worked anywhere prior to joining our organization, you need to submit relieving letter from your previous organizations within eight weeks of joining our organization. If you do not submit same, we have the discretion to review again your appointment. Your appointment would be on a probationary basis for the first six months and subject to confirmation thereafter. Your ability to grasp and deliver work of good quality independently, as appraised by us will be the basis for your subsequent confirmation. However, your confirmation will be Company's sole prerogative. We also have discretion to extend your probation period to twelve months, if so needed. If you complete twelve months of employment with us, your appointment is deemed to be confirmed, without need for separate confirmation letter to be issued.
2. During the probationary period your appointment is liable to termination with a notice period of one month, by either party, without the need to specify any reason or basis for the same. However, if your termination is on account of misconduct or gross negligence or if you are unable to deliver work of good quality independently, as per our absolute discretion, then your services are liable for termination, with immediate effect, without any notice from our side. On confirmation of your services, either explicitly or deemed to be confirmed as per above, both parties will be subject to one month notice in case this appointment is to be terminated. *In case of termination other than for misconduct or gross negligence, you will also need to complete full notice period, leave if any taken during notice period should not be more than two days and do proper handover and transition of your activities, as communicated to you, which is of the essence of your appointment and which is also in your own personal career interest.* If you stop working with us, without giving adequate notice and without satisfactorily completing the notice period with proper handover of your activities, then shortfall in your notice period is liable to be adjusted against other dues payable to you. During notice period, not more than two days leave is permitted. You will also not be eligible to get any kind of experience or relieving letter from us, in case of non compliance with above, and this will also be mentioned to all your past and future employers.
3. Your duties, responsibilities and work locations would be intimated to you from time to time, which you agree to abide diligently.
4. Your services are also liable to be transferred to any other location in India or outside India or on deputation or other basis to any of our associate firms or companies, at our absolute discretion. In the event you are transferred or deputed to any other company/ organization you agree to abide by the terms and conditions of the respective company including but not limited to strictly adhering to the confidentiality and non-disclosure obligations.
5. In consideration of you abiding by the terms and conditions of this appointment, rendering timely and diligent services and particularly in consideration of point 18 below the Company will pay the emoluments as follows :

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Particulars	Monthly Amt (Rs.)	Yearly Amt (Rs.)	Remarks
Monthly components:			
Basic	6,500	78,000	Basic Salary
Special Allowance	4,500	54,000	To meet increase in cost of living
HRA	3,896	46,752	House Rent allowance
Transport allowance	1,000	12,000	To meet expenses of commuting from residence to office
Communication reimbursement	1,008	12,096	To meet expenses of cellphone, computing devices, on which you are expected to be available as needed & to use same, for official purposes as needed
Night shift food allowance	1,000	12,000	Payable @ Rs.50/- per night shift for working beyond midnight as per timing made applicable to you as per our discretion, assuming 20 nights worked, if actual nights are less or more, then this will vary accordingly.
Total monthly Gross(A)	17,904	2,14,848	
Employer's PF contribution....(i)	1,561	18,732	PF to be paid by company
Employer's ESIC contribution....(ii)	582	6,984	ESIC to be paid by company
Total of (i) & (ii) (B)	2,143	25,716	
Total monthly Accrual [A + B]....(C)	20,047	2,40,564	
Annual Components:			
Statutory Bonus	835	10,020	Payable before Diwali every year, pro rata for dues upto September of each year.
Total Annual Component(D)	835	10,020	
CTC (C + D) excluding additional components mentioned in Note below	20,882	2,50,584	

In addition to the above, you will be entitled to gratuity on retirement / resignation after five continuous years of service, as per applicable rules regarding same. You will also be covered by group personal accident and hospitalization insurance, as per the norms & practices of our Company. You shall be liable to contribute notified sum, presently Rs.10/- towards Tamil Nadu Labour welfare Board from your salary for December of every year. In addition, we as employer are liable to contribute notified sum, presently Rs.20/- for same period If there are any additional statutory duties, taxes, contributions or charges recoverable from you, in addition to above, then same will be applicable, as statutorily required. If you are working beyond midnight, you will be required to avail of cab facility for returning home, by company cab, as per policies and rules of the Company. As a normal courtesy & important policy aspect, you will be expected to drop all female employees, if any allocated in your cab, to their homes, before you get dropped at your house.

Your first salary payment shall be made only after signed hard copy & soft copy of this appointment letter, along with all documents needed to be given as per our offer letter, is received by our HR team, hence you are urged to sign and send both soft & hard copy to our HR team at earliest & also give all documents as per our offer letter issued to you. You need to sign at bottom of each & every page of this letter, else the appointment letter will be regarded as incomplete, not eligible for salary processing. If you stop working with us after working for less than thirty days, you will not be eligible for any salary.

Computation of your monthly salary is expected as follows :

	(Rs.)
Monthly sal before employee contrib	17,904
Less: Professional Tax	208
Less: Provident Fund	1,561
Less: ESIC	135
Labour welfare contribution (applicable as needed, presently employee contribution Rs.10/- & employer contribution Rs.20/- once a year during Dec 2019)	
Total employee contribution	1,904
Monthly sal after employee contrib	<u>16,000</u>

6. ESIC gives you following benefits :

(1) Medical Benefit : Full medical care including medicines, free of cost, is provided to an Insured person and his dependent family members from the day he enters insurable employment, at notified ESIC hospitals & clinics. There is no ceiling on expenditure on the treatment of an Insured Person or his family member. You need to ensure you have taken Pehchaan id card for this purpose, we can guide you further in case you do not have same. You are also advised to keep note of hospitals, clinics, which are near to you, so you can quickly access same as and when needed.

(2) Sickness Benefit(SB) : Sickness Benefit in the form of cash compensation at the rate of 70 per cent of wages is payable to insured workers during the periods of certified sickness for a maximum of 91 days in a year. In order to qualify for sickness benefit the insured worker is required to contribute for 78 days in a contribution period of 6 months.

(3) Disablement Benefit

(i)Temporary disablement benefit (TDB) : In unfortunate event of disablement, Temporary Disablement Benefit at the rate of 90% of wage is payable so long as disability continues.

(ii)Permanent disablement benefit (PDB) : In unfortunate event of permanent disablement, this benefit is paid at the rate of 90% of wage in the form of monthly payment depending upon the extent of loss of earning capacity as certified by a Medical Board

(4) Dependants benefit paid at the rate of 90% of wage in the form of monthly payment to the dependants of a deceased insured person, where death occurs due to employment injury or occupational hazards.

(5) Funeral expenses reimbursement of Rs.10,000 is payable to the dependants of deceased insured person.

(6) Confinement expenses are reimbursable to insured person or his wife, in case medical confinement occurs at places where ESIC medical facilities are not available.

(7) Vocational rehabilitation and physical rehabilitation is payable in case of physical disablement due to employment injury.

(8) Old age medical care is payable to insured person on retiring or if leaving service due to permanent disability at nominal cost of Rs.120/- per annum.

(9) Rajiv Gandhi Shramik Kalyan Yojana – Under this scheme, an insured person who has been covered for three years, if he has become unemployed due to closure of establishment or permanent invalidity, is entitled to

unemployment allowance of 50% of wages for one year. During this one year period, he or she is also entitled to medical care and vocational training for upgrading skills.

7. Our Company follows calendar month for the purpose of payroll calculation. Based on attendance reports received on first or second day of every month, our processing of payroll including all the internal approvals and finalisations is done between the second to fourth day of each month and barring holidays and other unforeseen circumstances, payment of salary is usually done on fifth or sixth day of each month in respect of preceding calendar month. You are advised to open your bank account with either ICICI Bank or HDFC Bank and intimate us the details of same by email, to get direct instant credit to your bank account. In case 5th or 6th of the month is a bank holiday, then payment of salary, is due on first working day after 6TH, which is not a bank holiday. If you are maintaining your personal bank account, which is other than ICICI or HDFC bank account, then credit of salary may take 3 to 4 bank working days after 5th or 6th for cheque clearance. It is your responsibility to open and maintain, with intimation to us of all related details, your valid & active bank account.
8. If you are unable to reach office place of work on time, due to weather, transport or other disruptions or if you choose to leave for home early due to same, then same will be treated as either full day leave or half day leave as applicable, unless we decide to do exceptions at our absolute discretion without being a precedent.
9. You understand and agree that payslips, containing record of salary paid to you, will be sent by email to your email id registered with us, normally within five weeks from the end of the month, for which salary payment is done & there is no delay if emailed within this period.
10. You agree that we are not liable to make advance payment of salary, prior to the due dates of 5th or 6TH / first bank working day after 6TH of the month if 6th happens to be bank holiday, following the month for which you have worked and you agree not to make request to us, for advance payment of salary.
11. This letter overrides and supersedes all other verbal discussions which we may have had with you. You are not eligible for any bonus, allowances, privileges or benefits other than specified in this letter.
12. As you are aware, from time to time, we have various human resource requirements. We would appreciate if you can refer good persons who are known by you to have requisite knowledge and skills, integrity, loyalty and result orientation and who are looking for a job or change in their existing job. In addition to your above mentioned emoluments, you will be eligible to referral incentive of Rs.1500/- for every person recruited by us with your reference after the person has completed six months probation period and is formally confirmed by us to work further.
13. If there are possibilities for new client business development among sources known to you, do let us know the same and we can look at suitably rewarding you for success in same.
14. We expect you to treat all matters being handled by you, in the course of your duties and all information about our Company & its business activities, including work product, trade secrets becoming known to you, as highly confidential and not to be discussed with any person or other client, not directly connected to the matter. We also expect that you will observe high standards of decorum, integrity, loyalty and result orientation.
15. Your leave entitlement will be two working days for each completed full month of employment, any excess leave taken would be treated as leave without pay. Leave balances can be carried forward to the next month, subject to a maximum of 30 days. Leave policies are subject to change at discretion of employer.
16. Any Leave as and when needed is to be applied for to us, as much in advance as possible. We reserve the discretion to either approve or reject your application for leave, based on our work circumstances. *Leave taken without approval by your Reporting Manager / Team Leader as applicable or beyond your entitlement as mentioned above, is liable to be rejected, treated as leave without pay and your appointment itself is liable for*

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immediate termination at our discretion, in such circumstances of unapproved leave / leave beyond your entitlement. This is of the essence of our agreement and you are requested to take strict care of same.

17. If you are absent from your place of work on any date without our approval of your leave, it would be treated as leave without pay. If you continue to be absent for five days continuously without our approval of your leave, your appointment would be deemed to be terminated immediately without need for any further communication.
18. You are expected to render continuous services six days a week excluding Sundays and public holidays as agreed to by us for a minimum of eight working hours a day, excluding breaks for meals, etc. You may be required to work longer hours and to also work on Sundays, public holidays, if circumstances so required.
19. *We hope you understand, that the basis of your employment, is not the time you spend with the organization, but the results you actually deliver. Hence, we urge you to focus on the results expected and go all out to actually deliver this result expected from you, with best possible error free quality of results.*
20. A set of our standard office policies is being emailed to you for your perusal and record. We request you to study the same carefully. All other office rules and procedures, subject to such changes as may be decided by us, in our absolute discretion, will be intimated to you, from time to time. We are always open to clarify and explain doubts or questions, which you may have.
21. *If there are any employment related matters to be discussed at any point during your employment, you are expected to discuss the same, strictly only with our HR persons and / or with undersigned. Same is not to be discussed with any of our client personnel, with whom discussions are to be strictly confined to actual work deliverable related matters.*
22. During your employment with the Company or post termination of your services with the company, you will not directly or indirectly seek any employment or any other business arrangement of any kind, either for yourself or for your relatives or friends, with any of our clients. You will also not discuss the terms and conditions of this letter with anyone else, except your immediate family members who agrees not to discuss this with anyone else. Upon your termination of your employment with the Company for any reason whatsoever, you agree not to take up employment or render any services in any manner whatsoever to a Company or firm or other organization, which is in direct competition with the Company's clients, for a minimum period of two years from the date of your resignation and/ or termination with our Company. You agree and acknowledge that consideration paid in point 5 above will be adequate consideration under this point.
23. You represent that you have not entered into any agreement/ arrangement with your previous employer or any other person/ entity that prohibits from you taking up this employment or prohibits us from utilizing your services.
24. We have assumed all the information provided by you about your background to be correct and authentic. We have also understood that you do not have any court cases or other criminal or civil proceedings pending against you. We expect that there are no integrity issues in your background data or in your working with your previous employer or in your being properly relieved by your earlier employer(s). If there are any aspects about the aforesaid matters which you need to inform us, we request you to do so immediately, without fail. If there are any issues in the aforesaid matters, which come to our knowledge later on, then your employment is liable for immediate termination without need for any further notice and there would be no liability due from us in respect of salary portion, from the beginning of this employment.
25. As you are in whole time employment with us, you are not supposed to undertake or actively participate in any other part time employment or undertake any other business or profession, either directly or indirectly through your relatives, friends or associates. If it is found, you are engaged in such activities, then your employment is

liable for immediate termination and you are also liable to refund all salaries received by you immediately without any delay.

26. You are expected to take utmost care and diligence with the movable and immovable property of our Company and the property of our clients, which you may be needed to handle, in the course of your duties. On or before your last employment working date, you shall promptly and safely hand over all such property, custody of which was given to you, to your senior reporting person and confirm same to us. You can be held liable to make good loss, if any, caused to all or any such property, due to your carelessness, negligence or any other reason, as per liability to be determined, by our company, at our absolute discretion. *. If you do not return all aforesaid property on your last working date to the authorized person in our Company, we would be constrained to file a police complaint against you, for theft & cyber crime, which will create a life long criminal record for you, which we hope you would appreciate, will adversely affect your interests & hence we urge you promptly return all company property on your last working day with our Company. It is of utmost importance for you to follow this clause.*
27. During your employment with our Company and for a period of at least three years post cessation of your employment with our Company, you shall not attempt to recruit any of our staff in any way, either directly yourself or indirectly through any other person or organization known to you. You should also not respond to or accept any recruitment call by any of our ex employees or meet or otherwise be in contact with any of our ex employees. It is of utmost importance for you to follow this clause.
28. *Strict compliance with the aforesaid terms and conditions, including our office policies, is the very essence of your employment with us. Breach of any of the terms would be treated as breach of contract giving right to the Company to exercise all legal rights and remedies to it, including claims for compensation & damages. In the event any dispute arising out of this appointment, which we are unable to resolve by mutual discussions, such disputes will be subject to jurisdiction of courts in Mumbai.*
29. *We also expect you to put in your own personal efforts at building and improving further your knowledge, skills and capabilities and this will be a key subject area, in your annual appraisal.* If increment is decided for you, increment will be payable to you, only if you have not resigned as of the date of payment of increment. You will also be required to attend our office training programs as organized from time to time. It would be good for you to do presentations on the work matters or new emerging knowledge aspects related to your work matters, from time to time, which would also be important aspect of your appraisal process.
30. Barring exceptional and unforeseen circumstances, both parties are committed to work with each other for a minimum period of one year.
31. You shall be retired from service on attaining the age of 58 (Fifty eight) years. The date of birth given by you in your bio data given to us shall be treated as the final date for this purpose. On reaching the age of 58 years, you shall ipso facto retire and cease to be employed and there shall be no need for Company to give you any notice of retirement. You are not entitled to any retirement benefits other than those provided by statute.
32. If you resign from services of our company, you understand and agree that completion of your full and final settlement process, including all amounts payable to you, may take between six to ten weeks, from the end of the month, in which you serve your last date of employment. This is also subject to timely receipt of documents and information from you, which we assume you will furnish to reach us, within five days of request for same, emailed to you.
33. Catalyst Corporate Services Pvt Ltd has zero tolerance to any form of harassment especially if it is Sexual in nature. Catalyst Corporate Services Pvt Ltd approach is to spread awareness thereby putting a stop to Sexual Harassment at the workplace and in the event of an occurrence of any such incident, enforces strict action against the perpetrator, which could amount to termination.

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34. Your attention is invited to your right to compensation under Section 3 of the Employees Compensation Act, which provides as follows : If personal injury is caused to an employee by accident arising out of and in the course of your employment, then the employer will be liable to pay compensation in accordance with the Employees Compensation Act. Provided that the employer shall not be so liable, (a) In respect of any injury, which does not result in total or partial disablement of the employee for a period exceeding three days; (b) in respect of any injury not resulting in death or permanent total disablement, caused by an accident, which is directly attributable to (i) the employee having been at the time thereof under the influence of drink or drugs or (ii) the willful disobedience of the employee to an order expressly given or to a rule expressly framed, for the purpose of securing the safety of employee or (iii) the willful removal or disregard by the employee of any safety guard or other device which he knew to have been provided for the purpose of securing the safety of employees.

We wish you all the very best in your career and we look forward to a long term mutually beneficial relationship. We request you to accept and return a copy of this letter, as a token of your acknowledgement and acceptance of the above.

Warm welcome to Team Catalyst !

Sincerely,

For Catalyst Corporate Services Pvt. Ltd.

Neelam Rathod
HR Manager

ACCEPTANCE AND CONFIRMATION OF EMPLOYMENT AGREEMENT

I, **M Muthupandiyar**, confirm that I have read and understood the terms and conditions of my employment with Catalyst Corporate Services Pvt. Ltd. vide this letter dated January 05, 2021 issued by the Company and I voluntarily and whole heartedly agree to follow the same as well as all the other office policies and procedures, which may be subject to change from time to time, at total discretion of Directors of the Company. I also promise to follow highest standards of integrity and ethics, be loyal to my Company and its clients, and deliver the results expected of me to the best of my abilities, while following a high quality in all aspects of my work. I also promise to treat all information received by me in the course of employment, as well as the terms and conditions of this employment, in strict confidence and promise not to disclose the same to anyone else. I promise not to discuss employment or any other business arrangement with the clients of the Company, either for myself or any other person known to me. I also agree that if I were to resign or retire from the Company, I will not join the clients of the Company with whom I have been working or any Company or firm or other organisation, which is in direct competition with our Company or with our client, with whom I have been mainly working, for at least two years from the date of my resignation or retirement from the Company, except if the Company gives me permission to do so.

(M Muthupandiyar)

Name, address & signature of Witness given below to above signature of **M Muthupandiyar**