

**zensar™**

Ref: 0081559_15/1764912

Dated: February 21, 2022

To
Samiksha Ramchandra Kanawade

Sub: Offer of Employment

Dear Ms. Samiksha Ramchandra Kanawade,

Thank you for the keen interest you have shown in joining our organization. With reference to the interview and the discussions you had with us recently, we are pleased to offer you a career at Zensar. Please accept our heartiest congratulations and warm welcome to the Zensar family.

Your date of joining will be communicated to you separately.

Your 'Annual Compensation' is attached herewith as in Annexure – A.

The terms and conditions of employment are in Annexure-B.

You shall be required to work from any of the Zensar office location or as may be instructed by Zensar at the time of joining.

An  **RPG** Company

CIN: L72200PN1963PLCO12621

www.zensar.com

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Please note, this job offer will be contingent upon results of your final year examination. Zensar reserves a right to withdraw this offer in case you fail to satisfactorily perform / pass the exam. Also, the offer is conditional to verification of documents listed in Annexure C.

Please confirm your acceptance, in writing via email within 10 days after receiving this letter.

**Yours Sincerely,
For Zensar Technologies Limited**



Sanjeeva Maithani
Vice President – Human Resources

Encl: Annexure – A (Salary Structure),
Annexure – B (Terms and Conditions of employment)
Annexure – C (Document Check List)

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Annexure – A

Name: Samiksha Ramchandra Kanawade
Designation: Jr. Software Engineer
Grade : G0

Component	Annual Gross (INR)	
Basic	192000	Base salary component.
Customized Allowance Pool*	159725	This is used towards HRA / CLA, LTA, Medical Allowance and Children's Education. You may want to split the basket as per your tax plans.
Bonus	16000	Paid out as per the Payment of Bonus Act if Basic is less than 21000
Total	367725	
Company's contribution to PF	23040	12% of Basic
Gratuity	9235	As per Gratuity Act
Gross Compensation	400000	
Group Personal accident Insurance	6864	Sum Insured is Rs. 11,50,000/- Please refer to policy
Group Health Insurance		Up to four family members (in order

Scheme		of: Associate, Spouse, 2 Dependent Children below age 25) are covered up to a limit of Rs. 2,00,000/- P.A
Term Life Insurance		Sum Insured is Rs. 5,00,000/-; Please refer to policy
Total Cost to Company	406864	

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**Annexure – B****1. GRATUITY:**

For every associate, the organization contributes 4.81% of the Basic salary towards the Gratuity fund. All associates who have completed minimum 5 years of continuous service with the organization are entitled for Gratuity.

The entitlements are as per the following slabs:

- 5 years or more, and less than 10 years of service, Gratuity will be calculated @ 15 days basic salary for the number of years completed.
- More than 10 years and less than 15 years of service, Gratuity will be calculated @ one month basic salary for the number of years completed.
- More than 15 years of service, Gratuity will be calculated @ 1¼ month's basic salary for the number of years completed, subject to maximum of 26 months' salary.

The gratuity amount is payable on resignation/retirement subject to above conditions.

In case of death of the associate during the service, the associate's nominee is entitled for the Gratuity benefit calculated on the basis of anticipated service subject to the conditions under the scheme entered with LIC.

2. PROVIDENT FUND:

The associate becomes a member of the provident Fund Trust administered by the company from the date of the joining.

- The company deducts 12% of the basic every month through payroll as the associate's contribution to PF. Additionally, the company contributes 12 % of the associate's basic salary and the same is deposited with the Provident Fund Trust.
- Out the associate's contribution, 8.33% (subject to maximum of Rs. 541 p.m.) is remitted to The Regional Provident Fund Commissioner (RPFC), Pune towards the contribution for pension administered by RPFC.

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- The associate on resignation or retirement can apply to Trust for transfer or withdrawal of Provident Fund accumulation as per the Provident Fund rules.
- The associate is also entitled for Pension from RPFC on resignation or retirement as per the pension rules of RPFC.
- Voluntary Provident Fund: The associate, if wishes, may request for additional PF contribution minimum if 12% & maximum of 20% of Basic salary by way of deduction through payroll.

3. Other Benefits

Hospitalization

You and your spouse will be eligible to avail of the medical insurance cover.

Leave

You will be eligible to 30 days of total leave during a year. This will include 18 days of privilege leaves and 12 days of flexi leaves. Flexi leave can be availed as casual leave, sick leave and paternity leave reasons. The details of the policy would be available to you when you join.

4. Probationary Period

- You will be on probation for a period of 12 months from the date of joining and may be confirmed as a permanent associate upon successful completion of your probation. The period of probation can be extended at the discretion of the Company.
- During the probation period, the Company has the right to terminate your services at any time upon serving one day's notice to you.

5. Notice Period

- You will be required to give three months' notice in case you decide to leave our services and the same is subject to the company's discretion. The company reserves the right at its sole discretion, to substitute the notice period by paying whole or part of your base salary in lieu of the notice period.

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- In case you leave the services of Zensar within 1 year of your joining the Organization, due to any reason, you will be required to repay the total expenses incurred by the company towards reimbursement to you on account of your relocation, notice pay buyout and joining bonus, if any.

6. Garden Leave : In a situation wherein continuation of your services for the specified notice period (whether in part or in full) are not considered detrimental to the interest of the Company, the Company may allow you to serve the notice period or require you to proceed on Garden Leave during the notice period which you would have otherwise

served. However, if the Company receives your request to be relieved from your duties before the completion of the notice period or during Garden Leave, then the Company at its own prerogative may relieve you from your duties on or before the completion of notice period or Garden Leave subject to clauses 8 & 9 herein.

Garden Leave shall mean "an arrangement where an employee is not required to attend his duties and responsibilities at the workplace. However, for all purposes he shall continue to be considered as an employee of the Company and make himself available, as and when required by the Company for any work pertaining to his work responsibilities including transition of responsibilities."

7. Employee request for immediate release: In a situation wherein the Company receives your request to be relieved from your duties without serving the notice period, the Company may at its own discretion relieve you with immediate effect.

8. Notice Pay: (a) Notwithstanding the nature of termination of your employment under any of the scenarios as set out, the Company may at its discretion.

- allow you to serve the notice period or
- require you to proceed on Garden Leave during the notice period which you would have otherwise served or
- relieve you immediately or at any time while you are serving your notice period in which event you shall be entitled to receive salary for the unserved notice period.

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(b) In the event, you request the Company for an early release at any time during the notice period being served, you shall be liable to pay the Company, in line with the Company policy on notice pay, for the unserved notice period. Subject to applicable laws and Company's discretion in this regard, the Company may deduct such amount from the payments that shall be payable to you as full and final settlement of your dues. The date of your release, in such event, shall be decided by your designated manager / head of department / business head, as the case may be.

The Company will not be liable for any additional severance obligations under any of the above scenarios

9. Your release from the Company's services shall be subject to satisfactory transition of your duties and responsibilities. You shall also be required to return all Company property in your possession to the person designated by the Company in this regard. Company property shall include all documents and any copies thereof in whatever form those copies may be made, whether on paper, tape, computer disc, cloud storage-based facilities or any other digital medium or otherwise. If you hold any information on any equipment which you own, you shall forthwith copy that information onto an appropriate medium, supply that copy and any other copies in your possession to the Company and then delete such information from all equipment in your possession. Subsequent to the completion of the formalities as mentioned herein, you will be notified of the date of your release. Such release date shall be at the sole discretion of Company notwithstanding your willingness to pay for the unserved notice period for an early release.

10. Statement of Facts: 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 minimum standards set by the company, the company shall have the right to terminate your services at its own discretion.

11. Group Insurances

- From the month following your joining, Company will provide you coverage under the Group Mediclaim Policy and Group Accident Insurance Policy, at no cost to you.
- It is mandatory to declare dependent (Dependent Spouse, Dependent Children) information to include them in the company Mediclaim Insurance policy.

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**12. Confidentiality**

You agree at all times during the term of your employment and thereafter (without limit of time):

- Hold Confidential Information in strictest confidence, and not to use or attempt to use the same, except for the benefit of the Company, and
- Not to disclose or divulge Confidential Information to any person or entity without written authorization of the Company
- You agree to return to Zensar all proprietary information, including copies of paper, hard drive, disk, tape and other media, upon completion or termination of any project or upon cessation of your employment.
- For the purposes of Clause, "Confidential Information" means any Company proprietary or confidential information, technical data, trade secrets or know-how, whether oral or written or in electronic format and whether marked confidential or not, including but not limited to; research, business plans, products, product improvements, processes and process documents, services, projects, proposals, all work produced by you whether during normal working hours or not, computer program, documentation, customer lists and customers (including, but not limited to, customers of the Company with whom you become acquainted), markets, software, developments, inventions processes, formulas, technology, designs, drawings, engineering, marketing, distribution and sales methods, sales and profit figures, finances, techniques, strategies, discoveries, the title and description of any patents or patent applications filed by the Company in any country or jurisdiction (until the same is generally available to the public), and any other business information of the Company including its business plans, practice methodologies and technologies (including computer software), training materials, personnel information, client lists and information regarding the business needs, strategies and technologies of present and prospective clients and internal Company publications, whether directly or indirectly, or by drawings or inspection of documents or other tangible property and all information that comes to your knowledge which would but for this employment would not have been accessed by you, whether such information is in tangible form or not, written or otherwise and formal or not. Confidential Information however shall not include knowledge, skills, or information which is common to the business of the Company, or which is generally known outside the Company.

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- You understand that retaining the confidential nature of Confidential Information is of utmost importance to the business of the Company and in addition to the terms stipulated in this agreement herein you agree to execute a Non-Disclosure Agreement with the company.
- While performing your duties, you shall not copy / use /infringe a third-party intellectual property or confidential information.

- Any breach of this provision shall be treated as a gross violation of the terms herein and your services are liable to be terminated without notice.

13. Non Solicitation of Associates and Clients

- You agree that during the period of your employment with the Company, and for one year after the date of termination of such employment (regardless of whether this cessation of employment is voluntary or involuntary, or caused by the breach of this Agreement by either party), other than on behalf of the Company, you will not, either directly or indirectly:
 - Solicit, divert, take away, hire, or recruit, entice or attempt to solicit any associate of the Company or the business of any client, customer, potential client, potential customer, person, or entity with whom Associate had dealings for any purpose related in any manner to the business of the Company.
- Approach or seek employment with the Company's client(s) where you are/were deployed by the Company
- You agree the foregoing restrictions are reasonable both as to time and extent given the nature and scope of the Company's present business and the duties of your employment.
- This clause shall be binding on you even after your separation from the company.

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14. Intellectual Property.

- All intellectual property rights, including but not limited to, patents, copyright and design rights as a result of the development of and/or the application of all work produced by you during or as a consequence of your employment, whether alone or in conjunction with others and whether during normal working hours or not, including but not limited to any invention, design, discovery or improvement, computer program, documentation, confidential information, copyright work or other material which you conceive, discover or create during or in consequence of this employment with the Company shall be the exclusive property of the Company and you agree to assign all such Intellectual Property created during your employment to the company.
- You agree, at the Company's expense, to provide, during and after this employment, all such assistance as the Company reasonably considers necessary, to secure the vesting of such rights in the Company or Terms of Employment.
- You shall indemnify and keep the Company indemnified and harmless against all claims by any third party for loss, damage, expenses suffered, arising out of infringement of any patent, trademark, label, design or application, including software programs and applications by reason of your acts, actions, activities not authorized by the Company or acts, actions, activities undertaken by you against Company's policies, guidelines instructions.

Retirement:

- You will retire/ superannuate from the company on reaching the age of 58 years.
- Notwithstanding the clause on retirement from the company's service, your employment with the Company is subject to termination on three month's prior notice by either side. The Company however, reserves the right to, at its sole discretion, substitute the notice period by paying you basic salary in lieu of the notice period.
- For abundant caution, it is hereby clarified that you cannot waive the notice period requirement in the event you wish to terminate your employment with the Company, and that your termination/resignation letter (by whatever name it is called) will be accepted by the Company only on your satisfying the required notice period

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- Notwithstanding anything else stated above, the Company shall also have the right to terminate your employment immediately without notice or payment in lieu of notice if:
 - You neglect, refuse, fail or for any reason become unable to perform any of your duties under this agreement or comply with the Company policies and code of conduct; or
 - You are guilty of any misconduct whether or not in the performance of your duties (including but not limited to being an undischarged insolvent, being convicted by any criminal court, being involved in fraudulent acts, etc) or commit any act which in the opinion of the Company is likely to bring the Company any disrepute whether or not such act is directly related to the affairs of the Company; or
 - You commit any breach of any of your duties or obligations under this agreement or the policies of the Company.
 - There is a discrepancy in the documents/certificates given by you as a proof in support of the information provided by you at the time of interview and in the candidate data sheet.

Jurisdiction

Even though the company may depute you overseas for on-site work to any other location, any issues arising out of your contract of employment, shall be governed by the laws of India and the courts of Pune shall have the exclusively jurisdiction

15. Indemnification

- You agree to indemnify the Company for all loss, damage, liabilities and costs and expenses, including reasonable attorney fees, suffered or incurred by the Company or caused by or related to your breach of any of the provisions contained in this Terms of Employment.

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16. Other Terms and conditions

- You agree not to undertake employment, whether full-time or part-time of any other organization / entity engaged in any forms of business activity without the consent of Zensar. 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.
- 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 Zensar to verify your educational, previous employment, 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 objection. 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 terminate the employment at any time during your service. You agree to abide by all the policies of the Company in force from time to time.

17. SMS Notification

- You agree that the Company can contact you via SMS notifications or any other telephonic mode, before , during and after Zensar's joining process, in order to, inter-alia, keep you updated and well informed on joining and/or subsequent processes and developments.

18. Disciplinary Action:

- If at any point of time, Company has reasonable prima facie justification to believe that you may have indulged in act(s) that may have violated any of the conditions mentioned herein, Company's policies, processes, RPG Code of Corporate Governance & Ethics, any applicable law or regulatory provisions, and the Company decides to carry out further investigation into such acts, Company reserves the right to suspend you from its services pending investigation.

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- During the period of suspension, Company may ask you not to report to work (physically or remotely) and may suspend the use of your company email. Further Company reserves the right to pay you only 50% (fifty percent) of applicable salary (excluding retirement benefits or performance bonus) for the period of suspension.
- Upon completion of investigation, if the company concludes that you have not committed any such misconduct or breach of your obligations, the salary retained as above during suspension will be paid to you in the next immediate payroll cycle.
- If upon completion of investigation, company concludes that you have committed any misconduct or violated any of the conditions mentioned herein, Company's policies, processes, RPG Code of Corporate Governance & Ethics, any applicable law or regulatory provisions, Company may impose such punishment as it deems fit, including suspension or fine or stoppage of annual increment or reduction in rank or termination of your service for cause as provided hereunder. In such event, the salary retained as above during suspension will not be paid to you and the Company reserves the right to adjust the same against any damages or fine recoverable from you in connection with the acts committed by you.

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This is to certify that I have gone through and understood all the terms and conditions mentioned in Annexure – B and I hereby accept and agree to abide by them:

Name in Full:

Signature:

Address:

Phone:

E-mail ID:

Date:

Place:

Note: This document gives indicative details of all plans. Their implementation is governed by policies of Zensar and applicable legal agencies and may change from time to time without prior notice. Latest Details and specifics of each plan are available with the Human Resources Function.

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**Annexure – C**

At the time of joining, you are requested to bring the following documents in Original, along with a copy of each

1. Proof of Age either copy of passport or school leaving certificate
2. Last Qualification Certificate
3. Mark sheet of last qualification
4. Last salary slip
5. Two passport size color photographs
6. Copy of Pan Card
7. Copy of Passport (if available)
8. Bank Account Number and details

You must 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

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 terminate the employment at any time during your service

Please submit all the certificates supporting your educational qualifications along with mark sheets in original for verification only.

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