

Jan 19, 2023

**REF/HR/19012023!0.8**

Yash Dhaulakhandi  
B-27,  
Nirman Vihar,  
Delhi-110092

**Subject: Letter of Offer/Appointment**

Dear Yash Dhaulakhandi,

This has reference to your application and subsequent interviews you had with us.

We are pleased to appoint you as **Executive - HR** w.e.f. **Jan 19, 2023** on the following terms and conditions:

1. You will be based at A-37, Sector-60, Noida, However, the company has absolute right to transfer without any additional benefits, your services to any other place, in India or abroad, where company has its interest. You will be required to work in any slot across 24 hrs. The company would determine these slots from time to time. If any slot is not acceptable to you, this offer/appointment will stand cancelled and withdrawn automatically without any further reference to you.
2. Your employment will be subject to mandatory six-month probation, on completion of which your services shall be deemed confirmed unless otherwise conveyed by the company. No written communication stating confirmation of your services shall be furnished. The notice period will be of one month or salary in lieu thereof, on either side. However, the company reserves the right, not to accept payment in lieu of notice and at its sole discretion enforce the notice period. However, the acceptance of the notice period of less than one month is at the sole discretion of the management.
3. Absence for a continuous period of seven days without prior approval of your supervisor (including overstay of leave / training) would be treated an abandonment of service and can lead to your service being terminated. Resigning from the services with or without notice period; prior to completing eighteen months of tenure/employment with the organization, in such an eventuality the company reserves right to recover from you all the expenses incurred in regard to any training and development, special education, up skilling or the job training provided to you in the course of your employment with the company upto Rs 25000, (Rupees Twenty Five Thousand only) in addition to notice pay.
4. Details of your compensation are enclosed in the Annexure. Please note that the salary structure of the company may 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 deductions of appropriate taxes at source. Management has a right to change these rules by putting notice on intranet. Ignorance of such notices will not be considered as an excuse for not following them or their applicability on you.
5. You are hereby appointed under the Skilled category and the remuneration would be in accordance with the specified rules under the minimum wages act 1948.
6. Retirement from the services of the company will be on your attaining the age of 58 years.
7. Your services shall be subject to comply with the policies of the company and rules of employment from time to time as promulgated by the company, and shall comply with the lawful directions of the management from time to time in that regard.
8. You will qualify/ be eligible for appraisal on completion of twelve months from the date of joining. The first appraisal shall fall due in appraisal cycle (April or October), post completion of twelve months from the date of joining and thereafter it will continue every year in the same month.
9. You shall not, either during the continuance of your employment with the company or at any point of time thereafter discuss, divulge or communicate by word of mouth or otherwise to any person or persons, firm or corporation without written authorization of the company management, any confidential information of the company. 'Confidential Information' means proprietary information of the company, including (without limiting the generality of the foregoing), technical data, trade secrets or know-how, including but not limited to, research, product plans, products, services, customer lists and customers (including but not limited to users or potential users of the company's products on whom you may call or with whom you may become acquainted during the terms of your employment), market, software developments, inventions, processes, formulae, technology, designs, drawings, engineering, hardware configuration information, marketing, finance or any other information disclosed to you by the company, either directly or indirectly in writing, orally or by drawings or inspections of parts or equipment. You will also be responsible for the protection and furtherance of the company's best interest at all times, including after you cease to be on the company's role.
10. If the company is not able to open office due to government restrictions or you are not able to come for work due to any such government restrictions in your area, the company will not be liable to pay you salary for that period.
11. You shall not, during the continuance of your employment with us, be engaged, concerned or interested directly or indirectly, in any other occupation, business or employment whatever, whether honorary or with remuneration.

Accepted and Agreed(**Signature**)

\_\_\_\_\_  
Yash Dhaulakhandi  
T91311

12. This offer of employment is based on the information furnished in your application for employment. If, at any time in future, it comes to light that any of this information is incorrect or any relevant information has been withheld then your employment is liable to be terminated without any notice.
13. If you shall at any time be guilty of misconduct, commit any breach of this contract of employment or refuse or willfully neglect to perform to the satisfaction of the company, all or any of the duties devolving upon you under this contract of employment, the company may at once, without any previous notice, terminate the contract of your employment. If you are terminated or asked to resign from the services of the company (on grounds of misconduct/non-performance), the company under such circumstances will not be liable to pay any compensation/salary. On the contrary the company reserves the right to initiate recovery proceedings against you for irrespective of the damages caused or the loss occurred to the company.
14. Additionally, you shall be eligible for Medical and Accidental insurance benefit programme along with other employees benefit programme run by the company on time to time basis at the expenses of the Company, which shall be applicable post 30 days of your joining. Any eventuality before the applicability of the insurance benefit programme, the company shall have no responsibility whatsoever.
15. Notice to terminate this agreement shall be accepted by the company only when it is issued in a form wherein your identity is ascertainable (such as hard copy letter with your signatures). Notice of termination in electronic form where such identity cannot be ascertained such as SMS or personal e- mail shall not be accepted as adequate notice of termination for the purpose of this agreement.
16. Matters not covered herein shall be in accordance with the company's rules and regulations and company's decision shall be final and binding.
17. If and when you will be sent abroad for training or other purposes, you will be required to enter into a Service Agreement with the company and the terms and conditions mentioned therein will be binding on you.
18. This appointment letter is binding with subject to subsequent reference check of your credentials mentioned in your bio-data and application form and verification of various medical tests.  
 Also you are advised to submit following documents:
  - a. Proof of Age & Proof of Address
  - b. Certificates pertaining to your professional/ educational qualifications.
  - c. Copies of previous appointment letters and relieving letters/ experience certificates.
19. You will not during your employment with the company (in terms of this letter except so far as may be proper in the ordinary course of business and for the interest of the company) or at any time thereafter, divulge or make known any information in any way whatsoever relating to the company or its business/or of its customer and/or any other information, secret processes or data and material which may come to your knowledge during the course of your employment. You will always maintain secrecy regarding any technical information / technical data or any other information / data related to sales and marketing gained or acquired or imported to you in the course of your employment through SAP R/3 system, official source of the Company. Company reserves the right to track back activities on IT infra allocated to you, during course of your employment or thereafter and take appropriate legal recourse against you in case of breach of above agreement. Immediately on joining the organization, you will be required to sign "Employee Non-Disclosure Agreement" and would also be bound with the conditions mentioned therein.
20. Notwithstanding anything contained hereinbefore, it is made clear that after the cessation of the present contract, whether by virtue of resignation, termination or otherwise of the employer-employee relationship, you shall not approach, discuss, divulge, contact, contract in any form, whether express or implied, any of the Clients of the Company, their employees, managers, executors, agents, contactors, etc. of the said Client of the Company for any reason whatsoever including any of your grievances. If found otherwise, it shall be treated as not limited to the commission of criminal breach of trust and you shall render yourself liable for civil and/or criminal action and the Company shall be free without further intimation to you, to launch against you, criminal prosecution, as well as claim of damages, as may be deemed fit by the company and the same shall be done at your sole peril.
21. If the terms and conditions offered herein are acceptable to you, please return the acceptance copy duly signed.

We welcome you to iEnergizer.

With regards,

**For iEnergizer IT Services Pvt. Limited**



**Authorized Signatory**

I have read, understood & hereby accept the appointment on the terms and conditions of employment set out in this letter and by my signature hereto, I bind myself to abide by them.

Candidate's Name \_\_\_\_\_

Signature \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Compensation Statement**

**Name :** Yash Dhaulakhandi  
**Designation :** Executive - HR  
**Department :** HR  
**Employee ID :** T91311  
**Effective Date :** Jan 19, 2023

REF/HR/1901202310.8

As iEnergizer employee, you are currently eligible for the following, towards compensation, perquisites and benefits. The summary below helps you to understand the key elements there of :

Monthly Salary Breakup (CTC):		Monthly Contribution / Deductions:	
(A) Fixed Components	Amount	(D) Employee's Deduction towards :	Amount
Basic	22000	PF Contribution 12% (if applicable)	0
HRA	2700	ESI Contribution 0.75% (if applicable)	0
Special Allowance	0	Labour Welfare Fund Employee Share	0
Interim Allowance	0	Professional Tax (PT)	0
<b>Total (A)</b>	<b>24700</b>	<b>Total (D)</b>	<b>0</b>
(B) Opportunity to Earn Components*		(E) Employer's Contribution towards	Amount
Performance Linked Incentive (PLI)*	0	PF Contribution 12% (if applicable)	0
Attendance Incentive**	0	ESI Contribution 3.25% (if applicable)	0
Retention Bonus#	0	Labour Welfare Fund Employer Share	0
<b>Total (B)</b>	<b>0</b>	<b>Total (E)</b>	<b>0</b>
(C) Others Benefits			
PF 12% (Employer's Contribution), if applicable	0		
ESI 3.25% (Employer's Contribution), if applicable	0		
Labour Welfare Fund Employer Share	0		
Medical Insurance***	250		
Accidental Insurance****	50		
Professional Tax (PT)	0		
<b>Total (C)</b>	<b>300</b>		
<b>( CTC : A+B +C)</b>	<b>25000</b>		

The PLI & Attn. Incentive component are paid separately as per the process guidelines  
**Note:**

- . **TDS:** The salary will be paid subject to tax, which may be deducted as per the provisions of the Income Tax Act, 1961.
- . **GST:** The amount of any deduction from the salary other than the statutory deductions will be inclusive of Goods & Service Tax (GST) amount wherever it is applicable as per the prevailing rates.
- . **Bonus:** The payment is made to cover any payment due under the provisions of Payment of Bonus Act 1965.
- . **\*\*Attendance Incentive:** Attendance Incentive shall be only payable if there in No LWP / No NCNS in the month. Attendance Incentive will be applicable post certification from the 1st of approaching month.
- . **\*PLI:** PLI is Performance Linked Incentive; this is an average incentive amount payable in process. Incentives are payable only on meeting pre-defined criteria of the process and these are subject to change on monthly basis at the discretion of management, further detailing shall be done in process / operations after joining.
- . **\* Headset:** The deduction to be made of Rs.0/- against head set in two equal installments from first two consecutive month's salary. It shall be refundable at time of leaving.
- . **Term Insurance:** There shall be a Term Insurance of Rs. 1000000/- only for self.
- . **\*\*\*Medical Insurance:** There shall be Medical Insurance of Rs.250000/- per annum only for self (if applicable).
- . **\*\*\*\*Accidental Insurance:** There shall be an Accidental Insurance of Rs.1000000/- only for self.
- . No salary shall be payable during training period and cannot be claimed at any point of time during or after tenure.
- . Salary shall be payable from the day post successful training certification & assessment by client & trainers.
- . Salary shall not be paid in case of Non Certification.
- . **#Retention Bonus:** Retention Bonus shall be payable after completion of one year from the date of joining.
- . **Gratuity** shall be paid on the exit after rendering continuous service for not less than five years.
- . **LWF ( Labour welfare fund)** LWF deduction will be made as per the state government Act.

**For iEnergizer IT Services Pvt. Limited**



**Authorized Signatory**

Candidate's Name \_\_\_\_\_ Signature \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_