

# DATAMATICS

Ref No: MUM/OFFER/052022/031

9<sup>th</sup> May 2022

Naved Abdul Bari Shaikh  
Room no 7, Four star compound,  
Chimmat pada, Marol Naka,  
Andheri (E), Mumbai - 400059

Dear Naved,

Welcome to Datamatics, the first and only Indian organization to have won the prestigious International Asia Pacific Quality Award (IAPQA) in the services category, which included IT/ITES, Banks, Insurance companies and other services organizations. This is a unique achievement in the history of the Indian IT industry, as it was won competing against hundreds of companies from 38 countries including the US, Japan, Australia, New Zealand, Israel, South Korea, Peru, Mexico, China, Russia and Canada.

For Datamatics, Quality is not just a destination but a journey in which every Datamatician contributes. We invite you to be part of this journey!

This has reference to your application and subsequent interviews you had with us. We are pleased to appoint you as "Trainee" in the Grade "**S01**" on the following terms and conditions:

1. You shall be an "Apprentice" under Model Standing Orders.
2. You will undergo on the job training with the Company for a period of **one year** from the date of your appointment. The Management reserves its right to extend the period of your training at its sole discretion without assigning any reason.
3. During the training period you will be paid a stipend & allowances as per **Annexure 'A'**.
4. During the training period, you will not be entitled to any other allowance and/or benefits as may be enjoyed by the employees of the Company. You will be entitled to leave from the date of joining as per the leave policy.
5. Your employment will be terminable by giving written notice of 30 days as stipulated in the separation policy or as per the changes communicated in that policy from time to time or salary in lieu thereof; by either side. Since the purpose of notice period is to ensure business continuity, in the eventuality of you separating from the Company of your own accord, serving of notice period shall be compulsory unless the Company after due consideration, agrees to accept payment in lieu of notice period. You agree and undertake to work with the company during the aforesaid term of notice. You shall not be allowed to adjust any kind of leave against the notice period. However, your services can be terminated without any notice period, as per clause 13 and 14 below. In the event that you abscond or leave the services of the Company without proper notice as provided herein, the company will initiate legal proceedings against you and all costs/damages as a result of this action will be recovered from you. The resignation will be accepted only on your fulfilling the terms of the undertaking given by you during the course of your employment.
6. During your training period, you shall be liable to be rotated in different departments, locations and shifts with the sole purpose of acclimatizing and training you in the working of different departments, locations and shifts and you shall observe working hours of the shift in which you may be placed. You would avail weekly off on such day as may be fixed by the Company from time to time. You will carry out your training assignment with utmost sincerity, diligence and honesty and to the satisfaction of the management.
7. Your training program will be decided by the Company. During your training period, the Company will periodically review your performance and for that purpose you may be required to appear for such tests as may be considered necessary. The decision of the Company with regard to your performance will

be final and binding on you.

8. During the period of training you shall devote your whole time and attention solely and exclusively to the training commitments and you shall not engage either directly or indirectly in any business or activity in any capacity.
9. You are required to sign a 'Non-Disclosure Agreement' with the Company at the time of joining the Company. This is to ensure that all the proprietary information, documents, literature, invention obtained/made during your tenure with the Company, will not be utilized by you at any point of time to undermine the interest of the Company.
10. In the event of your being deputed overseas/being considered for overseas training program, you will be required to execute an agreement to serve the Company as per the terms of the Company Policy existing at that time.
11. You shall be governed by the conduct and disciplinary rules and regulations of the Company for the time being in force.
12. Your appointment is made on the basis of your having furnished to the Company information and documents in support of your age, academic qualifications, previous work experience, relieving letter from your last employer and other particulars on or before your day of joining. The Company shall conduct a background and reference check as per Company policy and this appointment is conditional upon receiving positive feedback. If at any time it is found that you have furnished false information or withheld or suppressed any material fact or information, the Company shall be entitled to forthwith terminate your employment without notice.
13. If at any time, in the opinion of the Company which shall be final and binding, you are found guilty of dishonesty, disobedience, disorderly behavior, negligence, indiscipline, absence from duty without permission or of any conduct unbecoming of the status or the post you hold in the Company, or of any other conduct considered by the Company as detrimental to its interests or in violation of one or more terms and conditions of your employment, the Company shall be entitled to forthwith terminate your employment.
14. You shall retire from the services of the Company on attaining the age of 55. This will be determined on the basis of the date of birth as given at the time of joining the services of the Company.
15. By signing a copy of this letter, you confirm that you do not possess any proprietary documents or materials belonging to any of your previous employers.
16. You are required to join the services of the Company the earliest, but in any case, not later than **16th May 2022.**
17. You will be required to execute a service agreement, with an undertaking to serve the Company for a minimum period of Two years from the date of your joining the company. In order to ensure the compliance of this covenant, you shall be required to provide two sureties to be approved by the company and that in the event of failure/neglect to fulfill any of the terms of the service agreement or of any other form of breach of the same you or your sureties jointly and severally shall be liable to pay the Company Rs.1,00,000/- (Rupees One Lac only) as damages
18. If you are agreeable to the above terms, please sign and return the duplicate copy of this letter indicating the date on which you will join duty



Thanking you and looking forward to having you with us.

For **Datamatics Global Services Ltd.**

Sd-

**Priyam Vyas**

**Associate Vice President - Talent Acquisition**

I agree and accept employment and will report for duty on \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**ANNEXURE 'A'**

Employee Name	<b>Naved Abdul Bari Shaikh</b>
Grade	<b>S01</b>
Designation	<b>Trainee</b>
Department	<b>Enterprise Data Management</b>
LOS	<b>Enterprise Modernization</b>

CTC Components		Monthly (Rs)	Annually (Rs)
A	Basic Pay	13,426	1,61,112
B	HRA	671	8,056
C	Personal Allowance	7,338	88,057
D	<b>Gross Salary (A+B+C)</b>	<b>21,435</b>	<b>2,57,225</b>
E	Bonus	1,119	13,426
F	Company's Contribution to PF	1,800	21,600
G	Company's Contribution to ESIC	-	-
H	Company's Contribution to Gratuity*	646	7,749
I	<b>Total (E+F+G+H)</b>	<b>3,565</b>	<b>42,775</b>
	<b>Cost to Company (D+I)</b>	<b>25,000</b>	<b>3,00,000</b>

\*Gratuity shall be paid in accordance to the Payment of Gratuity Act, 1972.

\*\*Bonus is payable annually as per Payment of Bonus Act 1965.

**Benefits:**

a) Insurance as per company policy.

I agree and accept employment and will report for duty on \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_