



Ref: 3DSINDIALAB/HRD/2019-20/1943 24-Sep-20

**Ms. GOURAV KUMAR**

**Pune**

**Dear Gourav ,**

***Subject: Employment Letter***

We ("the Company") are pleased to offer you the position **R&D Associate Engineer (100)** subject to the following:

- (1) This is only a provisional offer and is made on the basis of Company's current business requirements. In the event of any change in Company's business requirements, the Company, in its sole discretion, may withdraw/cancel this offer.
- (2) This offer is subject to your successful completion of **B.Tech.** program and production of the relevant final certificates in support of the same. In the event you fail to successfully complete the **B.Tech.** program this offer shall automatically stand withdrawn.
- (3) You are required to join the Company from **01-Oct-20**. If you accept this offer and fail to join the Company by the date mentioned above or any other date approved by the Company in writing, this offer shall automatically stand cancelled.
- (4) Upon joining, Company will invest considerable amount of time and money to provide extensive specialized technical, professional and other trainings and experience in certain software applications and methodologies, including trade secrets and the Company's proprietary information to you in order to make you a productive employee. In order to protect Company's investment in such specialized extensive training and experience, you will be required to execute an undertaking on the date of joining, a format of which is enclosed herewith as Annexure C.
- (5) This offer is being made in good faith on the basis of the information and documents provided by you during the recruitment process. The Company reserves the right to conduct background checks, directly or indirectly, to verify such information and documents. If any discrepancies are found in such information or documents or if the results of such background check are found to be unsatisfactory, as determined by the Company, in its sole discretion, the Company may withdraw/cancel this offer.
- (6) You will initially be based at the Company's office at **Dassault Systemes Solutions Lab Private Limited (Formerly known as 3D PLM Software Solutions Pvt. Ltd.)** **Agra Fort Bldg, Plot No. 15/B, Rajiv Gandhi InfoTech Park, MIDC Phase 1 Hinjewadi Pune 411 057** unless communicated otherwise by the Company prior to your joining.
- (7) Upon joining, your compensation will be as described in Annexure A
- (8) Your employment will be governed by the terms and conditions detailed in Annexure B hereto.



(9) You shall keep the contents of this offer and any Annexure hereto confidential.

(10) This offer shall automatically stand withdrawn if we do not receive your acceptance within 7 (seven) calendar days from the date hereof.

Please acknowledge your acceptance of our offer by signing and returning the duplicate copy of this letter.

You are requested to report at the following address by **09:30 AM** on the date of joining mentioned above. Please ask for **Neha Borhade** to complete the joining formalities. Please bring along the documents listed in Schedule 1 to Annexure B.

**Address:**

**Dassault Systemes Solutions Lab Private Limited  
Plot No. 4, Pune InfoTech Park, MIDC Hinjewadi  
Pune - 411057  
Tel: 91-20-4028 6000**

We understand that you may have queries during your joining period. We would encourage you to contact **Rajesh Poojary (on Email ID: rajesh.poojary@3ds.com/ Tel: 8380038344)**.

We welcome you into the Dassault Systemes family and look forward to your valued contribution in taking the Company to greater heights. We are sure that our working environment will be conducive to helping you grow professionally as well as personally.

With warm regards,  
For **Dassault Systemes Solutions Lab Private Limited,**

**Shirish Bavdekar**  
**Head – Talent Acquisition**

I have read and understood the terms of this Employment letter and all Annexure thereto. I accept this employment letter and my tentative date of joining is \_\_\_\_\_.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

**Dassault Systemes Solutions Lab Private Limited (Formerly known as 3D PLM Software Solutions Pvt. Ltd.) Regd.**  
**Office:** Plot No. 15B | Pune Infotech Park | M.I.D.C. | Phase-1, Hinjewadi | Taluka Mulshi | Pune MH 411 057 | India |  
Tel. no.: +91 (20) 6793 6600 | Fax no.: +91 (20) 6675 0827  
**CIN: U72900PN2001PTC190769 | www.3ds.com**



**Name:** GOURAV KUMAR  
**Designation:** R&D Associate  
Engineer **CLG:** 100  
**Location:** Pune

**Compensation Components: ANNEXURE A**

<b>A. Basic Salary</b>	<b>Monthly</b>	<b>Annually</b>
Basic	17,023	204,280
<b>Sub Total A</b>	<b>17,023</b>	<b>204,280</b>
<b>B. Allowances</b>		
House Rent Allowance	8,512	102,140
Flexible Benefits	11,295	135,545
Statutory Bonus	3,600	43,200
Superannuation Contribution	-	-
<b>Sub Total B</b>	<b>23,407</b>	<b>280,885</b>
<b>Total (A+B)</b>	<b>40,430</b>	<b>485,165</b>
<b>C. Variable Compensation</b>		
Variable Pay	2,128	25,535
<b>Sub Total C</b>	<b>2,128</b>	<b>25,535</b>
<b>On Target Earning -OTE (A+B+C)</b>	<b>42,558</b>	<b>510,700</b>
<b>D. Benefits</b>		
PF Contribution	2,043	24,514
Gratuity (As Per Act)	819	9,826
Medical & Personal Accident Insurance	417	5,000
<b>Sub Total D</b>	<b>3,278</b>	<b>39,339</b>
<b>CTC (A+B+C+D)</b>	<b>45,837</b>	<b>550,039</b>

For Dassault Systemes Solutions Lab Private Limited,  
Shirish Bavdekar  
Head – Talent Acquisition



**Note:**

- Annual Compensation Revision (ACR) for all eligible employees is processed in April as per company policy. Employee joining on or before 30th September in the current year is eligible for Annual Compensation Revision in the subsequent year effective 1st April, on pro-rated basis. Compensation revision will be decided on the basis of your performance and organization's decision on compensation revision.
- The above compensation structure may be changed by the Company, at its sole discretion, from time to time.
- The Basic salary component will be used for computation of your retirement benefits.

**SALARY COMPONENT'S DESCRIPTION:**

**1. Flexible Benefits**

Flexible Benefits component shows total entitlement from which employee can claim a legitimate tax-free income as far as admissible under statute.

**2. Telephone Reimbursement (as per the Company's existing policy):**

You can claim reimbursement of expenses incurred on telephone, mobile or internet connection against valid original bills (i.e. original bills for the period you are in employment with the Company issued in your name within the same financial year in which the claim is made). Any amount that is not supported by valid original bills, will be paid along with salary for March, subject to deduction of tax at source.

**3. Lunch Allowance:**

Lunch Allowance is an optional component in your salary, which if opted, will be paid in form of Sodexo Coupons on a monthly basis. If you do not opt for Sodexo, then the above indicated amount will be disbursed as Special Allowance in the monthly salary.

**4. LTA (Leave Travel Assistance):**

One can opt for monthly or one-time disbursement. Monthly disbursement will be subject to deduction of tax at source. Taxability of the one-time disbursement will be subject to production of valid travel proof and applicable tax laws.

**5. Statutory Bonus**

Statutory Bonus is paid on monthly basis and it includes bonus payout under Payment of Bonus Act. This component is applicable up to CLG 200.

**6. Superannuation Contribution:**

Employees at the CLG 400 and above are entitled for this benefit.



## 7. Variable Pay:

Variable Pay is currently paid on a quarterly basis. The amount of Variable Pay specified above is only an indicative figure and actual payout will be based on Company's Variable Pay scheme in existence from time to time.

## 8. Employer's contribution to Provident Fund:

Your Provident Fund membership begins on the date of joining the Company.

Employee's share of contribution i.e. 12% of your actual monthly basic salary will be deducted from your monthly salary. The salary structure as offered to you contains the Employer's PF contribution, which is equal to that of the employee's share of contribution.

## 9. Insurance Benefits:

It covers contribution to Group Medical Insurance, Group Personal Accident Insurance and Group Life Insurance as per applicable company policy.

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## ANNEXURE B TERMS AND CONDITIONS

1. You may be transferred or seconded or deputed to any of the Company's other offices, subsidiaries or affiliates in India or abroad. The Company may vary these terms and conditions and your compensation in the event of such transfer, secondment or deputation.
2. You may be required to work in shift system as per requirements of your job position.
3. While you are based in India, you will earn leave at the rate of 34 working days paid vacation per financial year (April – March). e.g. Earned Leave (12), Casual Leave (10), Sick Leave (12). This is as per prevalent leave policy.
4. You will use your best efforts in the performance of employment duties assigned to you from time to time and shall, at all times, act in good faith and in the best interests of the Company. While in the service of the Company you shall not, without the express written permission of your reporting manager, undertake or concern yourself, directly or indirectly, with any other, paid or unpaid, business or work or assignment, whether part time or full time.
5. You may be required to travel in connection with the Company's business. You will be eligible for reimbursement of reasonable business expenses incurred in this connection and other allowances according to the Company's then prevailing policy pertaining to such travel.
6. You shall be bound by all the policies, rules, regulations and procedures currently prevailing or that may be established by the Company in future, and any modifications thereof or additions thereto, as may be declared by the Company from time to time. In the event of any conflict between the terms of your offer letter (including any Annexures thereto) and any policy, rules, regulations or procedures of the Company, the terms of the latter shall prevail.
7. **Termination by the Company** – The Company may terminate your services at any time with or without Cause subject to the following:

If the Company terminates your services without Cause, it shall (a) provide you notice of 90 (Ninety) days or such other period stated in the Company's policy prevailing at the time of such termination, or (b) pay you an amount equivalent to the monthly fixed salary for the shortfall in such notice period.

If the Company terminates your services with Cause - Your services may be terminated by the Company without notice for Cause.

"Cause" shall mean:

- a) Your breach of any of these terms or any other agreement signed by you with the Company, or b) Your breach of the Company code of conduct, policies, rules, regulations and procedures, or c) The Company's background check reveals discrepancies in the information or documents provided by you to the Company during the recruitment process, or
- d) The Company finds your performance unsatisfactory during any period of training or in the discharge of duties assigned to you, or

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- e) Any act or omission by you that may have the effect of injuring the reputation or business of the Company or causing loss to the Company, or
- f) Your failure to comply with the instructions specified in Schedule 1 hereto, or
- g) Your Unauthorized absence from work; or
- h) Your insubordination; or
- i) Your misconduct

8. **Termination by Employee** – If you wish to resign from the services of the Company, you shall provide the Company notice of 90 (Ninety) days or such other period stated in the Company's policy prevailing at the time of such resignation. You are expected to serve the full notice period in order to complete the transition of your duties to an employee identified by the Company. Failure to provide such notice or to serve the entire notice period shall make you liable to pay the Company liquidated damages equivalent to the monthly fixed salary for the shortfall in such notice period.
9. **Termination on Retirement** - Your employment will automatically terminate on retirement. Retirement will occur at the end of the month in which you complete 60 years of age.
10. Without prejudice to the other rights that the Company may have under these terms, the Company may, in its sole discretion, suspend payment of the whole or part of your salary in the event of your failing to comply with the instructions specified in Schedule 1 hereto.
11. You will be required to sign a Confidentiality and IPR Agreement effective from the date of joining to protect the Company's and its clients' rights in the information and materials developed by you or disclosed to you during the course of your employment. A copy of the Confidentiality and IPR Agreement can be provided to you, if you so request.
12. Any tax liability arising out of your salary / allowances / benefits shall be borne by you. The Company may deduct such tax liability or any amounts owed by you to the Company from your salary or from any other

amounts payable by the Company to you.

13. If you have to undergo any specialized training arranged by the Company, you shall execute a training agreement, if the Company so requires.
14. Without prejudice to other rights available to the Company under these terms or any other agreement executed by you, you will reimburse the Company for all losses, damages, claims or demands (including the costs, expenses and reasonable attorney's fees on account thereof) arising out of your breach of any of these terms or any other agreement executed by you with the Company or arising out of your gross negligence or refusal to perform your duties. You shall also reimburse the Company, any amounts paid to you that are not part of the compensation described in Annexure A or the Company's standard benefits published on the Company's intranet, if you resign from the Company or your services are terminated by the Company for Cause within 12 months from the date of your joining.
15. The validity, construction, interpretation and performance of these terms shall be governed by Indian Laws. Any dispute arising out of these terms shall be subject to the exclusive jurisdiction of courts in Mumbai, India.

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**Schedule 1 to Annexure B (applicable only for new joinees)**

**MANDATORY LIST OF DOCUMENTS**

Please carry the original documents along with a photocopy on your **Date of Joining**. Originals will be returned after verification on the same day:

- 1) Educational mark sheets & certificates –
  - (i) 10<sup>th</sup> mark sheet
  - (ii) 12<sup>th</sup> mark sheet
  - (iii) Graduation – All semester mark sheets & certificates
  - (iv) Post Graduation - All semester mark sheets & certificates
  - (v) Any other certificates
- 2) PAN Card
- 3) Passport
- 4) Driving License
- 5) Aadhaar Card
- 6) Doctor's Certificate in original which must mention the following:
  - (i) Certificate Date (not more than one week prior to date of joining)
  - (ii) Your Full Name
  - (iii) Your Age
  - (iv) Certification that you are of sound physical and mental health and also that you are not suffering from any contagious disease.
  - (v) Blood group.
- 7) Photocopies of service certificates from all the previous employers

You are also requested to carry four passport size color photographs.

**Acknowledgement by Candidate**

I hereby confirm to submit the above listed documents on my date of joining;

Name: \_\_\_\_\_ Date: \_\_\_\_\_

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





## ANNEXURE C UNDERTAKING

Whereas I, \_\_\_\_\_, <Name>, son/daughter/wife of \_\_\_\_\_, having permanent residence at \_\_\_\_\_, have been appointed as \_\_\_\_\_ <Designation> by **Dassault Systemes Solutions Lab Private Limited**, a company incorporated under the Companies Act, 1956 having its registered office (herein after referred to as "**the Company**");

Whereas the Company will invest considerable amount of time and money to provide extensive specialized technical, professional and other trainings and experience in certain software applications and methodologies and may disclose trade secrets and the Company's proprietary information to me in order to make me a productive employee of the Company;

Capitalized terms not otherwise defined herein have the meaning given to them in the Employment Letter dated **24-Sep-20**

**Now therefore in consideration of the Company investing time and money to provide the aforesaid trainings and experience to me:**

1. I acknowledge and agree that the Company and /or its subsidiaries will invest considerable amount of time and money to provide specialized training to me in order to provide better services to the Company's clients.
2. I acknowledge and agree that the said specialized training would substantially enhance my professional skills and ability and that my non-availability in providing services to the Company pursuant to such specialized training would adversely affect the Company's operations and result in a loss of its investment.
3. I further acknowledge and agree that the Company has to recover and earn a return on its investment in such specialized training and that such recovery and earnings are directly dependent on me fulfilling my obligations under this Undertaking.
4. I hereby agree to receive and complete such specialized training and further undertake to remain in the employment of the Company for a period of not less than 18 months (excluding the notice period) from the date of joining (herein after referred to as "Stipulated Period").
5. I understand and agree that in the event I breach Clause 4 i.e. I voluntarily leave the employment of the Company or the Company terminates my employment with Cause before the expiry of the Stipulated Period, it will cause the Company to suffer damages, ("Liquidated Damages"), which is mentioned in Clause 6 below.
6. I and the Company have mutually discussed and I agree that the estimated amount of Liquidated Damages will be **INR 1,00,000/- (Rupees One Lacs Only)**
7. I understand and agree to pay the Company the amount of Liquidated Damages stated in Clause 6 above in the event I breach the terms of this Undertaking. I shall pay such Liquidated Damages to the Company before



the last day of my employment with the Company. I agree that the Company is entitled to recover all or part of Liquidated Damages from any amounts payable by Company to me.

8. I further undertake not to dispute the amount, and I shall pay the amount within the time mentioned in Clause 7 above and at the same time Company has full right to initiate appropriate legal proceeding against me.
9. The validity, construction, and interpretation of this Agreement and the rights and duties of the parties shall be governed by and construed in accordance with the laws of Republic of India, excluding its conflicts of laws provisions and the courts of Mumbai shall have exclusive jurisdiction in matters related hereto.
10. In the event of any dispute of difference arising between the parties hereto over the interpretation or construction of any of the terms or provisions hereof and/or the implementation or enforcement thereof or of any right hereunder or any remedy relating thereto, the same shall be referred for arbitration to the sole independent arbitrator to be nominated by the Company whose award shall be final and binding on the parties hereto. Every such reference shall be deemed to be a submission to arbitration under the Arbitration and Conciliation Act, 1996, or any modification or re-enactment thereof. The venue of such arbitration shall be Mumbai. Subject hereto, the courts in Mumbai alone shall have exclusive jurisdiction to the exclusion of other courts.
11. Should any provision of this Undertaking be or become ineffective, or be held to be invalid, this shall not affect the validity of the remaining provisions hereof. Any invalid provision or any gap or uncertainty of any provision in the Undertaking that becomes apparent when performing the Undertaking shall be replaced, interpreted or supplemented as the case may be in such a manner that the intended economic purpose of the Undertaking will be achieved.
12. And it is further agreed that all communications between the parties hereto shall be deemed to have been effectively served if addressed to the party at the registered office address of the Company and my address as set above (unless another address has been specified in writing by the party to which the notice is given) in writing by hand delivery or by postal delivery.
13. I have independently consulted my legal counsel before executing this Undertaking.

Executed by me on this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_ at \_\_\_\_\_

**(NAME & SIGNATURE OF EMPLOYEE)**

Executed by the Company on this \_\_\_ day of \_\_\_\_\_ 201\_\_ at \_\_\_\_\_ for fulfilling the promises made as set forth in this Undertaking.

**For Dassault Systemes Solutions Lab Private Limited,**

**Shirish Bavdekar**  
**Head – Talent Acquisition**