

## LETTER OF APPOINTMENT

**Date : Sept, 6 2023**

Name: Aman Katyayan

S/o/D/O: Ranjan Khan

R/o: House. No-P-59, Pragati Nagar, Baridih Basti, Jharkhand-831017

Contact Number: 8340772182

Dear Aman Katyayan,

We have pleasure in appointing you to our company as Junior Software Engineer, Grade 7-B in the BYT department at Chandigarh with Employee Code NTZ2085 as per terms and conditions discussed with you.

### (A) GENERAL CLAUSES:

- This letter of appointment is effective from the date of your joining i.e. 07-08-2023
- This letter of appointment shall be strictly subjected to the terms and conditions mentioned in this letter including annexure "I" & "II" Employee Handbook and indemnity bond signed by you.
- This letter of appointment will stand cancelled if it is found that your documents are false, misleading or any tampering of the documents has been done to secure the above said position at any point in time during your employment with us.

### (B) SPECIFIC CLAUSES:

- Your appointment is subjected to: -
  - (i) You must be found medically fit during your tenure of service with us.
  - (ii) The employment rules and by-laws in force as per Govt. Acts and modifications.
- Your Appointment will be effective from the date of joining which includes that you have to serve the company for a period of minimum 2 year with effect from the date of joining.
- Termination of Service: Either party (yourself or Netsmartz) can terminate your service. The employee can give a notice in writing to the Employer at least ninety days, prior to leaving the job only after the completion of 2 year of service. In case the employee does not serve Notice Period of 90 days and does not complete the assigned project, before leaving his/her job, he/she shall be liable to pay Notice period days salary with interest @12% p.a. from the date it becomes due, till the date of actual payment. In case the Company terminates service of the employee due to redundancy; employee will be given thirty days' notice or thirty day's salary. Notice or Salary Remuneration by Netsmartz is not applicable in the event the termination is due to performance or non-compliance of Company policy.

### (C) FULL TIME EMPLOYMENT

You would be holding a full-time employment role with the Company, and you shall devote yourself exclusively to the business and interests of the company. You will not take up any other work/ membership of any local or public bodies without first obtaining specific permission from the Management, any contravention of this condition will entail termination of your services from the Company.

### (D) TRANSFER

Your initial posting will be at Chandigarh. However, your services are liable to be transferred, at the sole discretion of Management, in such other capacity as the company may determine, to any department / section, location, associate, sister concern or subsidiary, at any place in India or abroad, whether existing today or which may come up in future. In such a case, you will be governed by the terms and conditions of the service applicable at the new placement location.

#### **(E) LEAVES AND HOLIDAYS**

Leaves – The company allows a total of 15 leaves in the first year of employment and from the second year onwards a total of 21 leaves are allowed, the details of the same are given in the company handbook (<https://netsmartz.darwinbox.in/>)

#### **(F) OTHER MANDATORY CLAUSES**

- (F.1) TERMINATION AND RELIVING
- (F.2) CODE OF CONDUCT
- (F.3) CONFIDENTIALITY
- (F.4) PROPERTY
- (F.5) RESPONSIBILITIES & DUTIES
- (F.6) OBLIGATIONS AND TAXATION
- (F.7) IT POLICIES
- (F.8) INDISCIPLINARY ACT

**These clauses shall be applicable to the employee and the company as per the Employee Handbook and Company Policies available on (<https://netsmartz.darwinbox.in/>).**

#### **(G) OTHER TERMS:**

- You shall have to abide by the Employee Handbook, Company policies and rules & regulations of the Company applicable to your role and responsibilities.
- You shall conduct yourself in conformity with the code of conduct, as in force from time to time. Further, you shall carry out the instructions in letter and spirit, giving by your superiors and shall not disobey the instructions given.

#### **(H) DISPUTE REDRESSAL**

- Any dispute / disputes arising out of this appointment shall be subject first to the arbitration of Advocate Baljeet Singh Saini, Chamber Number 54, District Courts, Sector-43, Chandigarh, also #1549, Sector 18, Chandigarh, whose decision shall be final and binding upon the parties. Such references shall be deemed to a submission to arbitration under the Indian Arbitration Act, 1996 or of any modification of re-enactment thereof. If in case the matter is not resolved, it shall be subjected to jurisdiction of competent Courts of Chandigarh only.

**The above terms and conditions are based on company policies, employee handbook, procedures and other rules currently applicable and are subject to amendments from time to time. You will also abide by all other rules and regulations of the company as shall be in force, from time to time.**

We welcome you to our organization and look forward to a long and mutually beneficial association.

Please sign the duplicate copy of this letter and return to us as a token of your acceptance of the term and conditions of employment offered to you.

For Netsmartz Infotech (I) Pvt. Ltd

*Tarun Mehta*

Authorized Signatory

I have read and understand the above terms and conditions governing my services with the company and the same are acceptable to me in totality including annexure "I" & "II" also hereby confirm strict adherence to the terms of this letter.

Place: Chandigarh

Date: 06-09-2023

Signature

Annexure I:

Annual Package for 1st year of service:

Component	ANNUAL (INR)	MONTHLY (INR)
Basic	2,40,000	20,000
HRA	42,456	3,538
GMI	6,000	500
Gratuity	11,544	962
<b>CTC</b>	<b>3,00,000</b>	<b>25,000</b>
PBB(IN Total CTC)	60,000	
<b>Total CTC</b>	<b>3,60,000</b>	

Note:

- Bonus payment frequency and terms & conditions will be as per your offer letter.
- Net salary (In hand) will be subject to TDS deductions as per prevailing Income Tax Rules, Gratuity, Group Medical Insurance and NRC Deductions(quarterly)
- The compensation information is confidential. We request you to use discretion in handling your compensation-related information. As a company policy, we prohibit sharing this information with other employees or unauthorized personnel. Any violation of this will be treated as unethical by the organization.

**Accepted**

(Employee Signature)

Date:

Annexure II:

Annual Package for 2nd year of service:

(Subject to Performance)

Component	ANNUAL (INRI)	MONTHLY (INRI)
Basic	3,12,000	26,000
HRA	66,996	5,583
GMI	6,000	500
Gratuity	15,000	1250
<b>CTC</b>	<b>4,00,000</b>	<b>33,333</b>
PBB (IN Total CTC)	60,000	
<b>Total CTC</b>	<b>4,60,000</b>	

Note:

- Bonus payment frequency and terms & conditions will be as per your offer letter.
- Net salary (In hand) will be subject to TDS deductions as per prevailing Income Tax Rules, Gratuity, Group Medical Insurance and NRC Deductions(quarterly)
- The compensation information is confidential. We request you to use discretion in handling your compensation-related information. As a company policy, we prohibit sharing this information with other employees or unauthorized personnel. Any violation of this will be treated as unethical by the organization.

**Accepted**

(Employee Signature)

Date: