

Date- 29<sup>th</sup> July 2022

**STRICTLY ADDRESSEE ONLY**

VILL AND POST DAMKHODA TEHSHEEL-  
BAHERI ,DISTRICT -BAREILLY U.P (243201)

**Mr. Anand Prakash**

**Sub: Appointment letter for the post of Java Developer**

Dear Anand

With reference to your application and subsequent interview you had with us,  
we are pleased to appoint you as a **"Java Developer"**

on the following terms and conditions.

Your appointment had commenced from **"18<sup>th</sup> July 2022 Monday"**

## 1. SALARY:

|   |                 |
|---|-----------------|
| <b>Anand Prakash</b>                      | <b>9,50,000</b> |
|   |                 |
| Heads                                     | Amount          |
| Basic Salary                              | 475000          |
| House Rent Allowance                      | 237500          |
| Conveyance Allowance                      | 19200           |
| Special Allowance                         | 139852.5        |
| Provident Fund                            | 21600           |
| Medical Allowance                         | 15000           |
|   |                 |
| Loyalty Bonus *                           | 19000           |
| Gratuity                                  | 22847.5         |
|   |                 |
| CTC(Total)                                | 950000          |
| Per month                                 | 77583           |
| (-) PF (Employee + Employer Contribution) | 3600            |
| (-) Gratuity                              | 1904            |
|   |                 |
| After All Deduction Per Month             | 72079           |

*\*The loyalty bonus will be based on the successful delivery of several specific objectives/targets which will be set by the Operations Director. The Company will pay a loyalty bonus of Rs. 19000 will assess in the 13th month of service provided, that the employee is still on the payroll and not under notice period.*

## 2. LEAVE:

You shall be entitled to take leave as per the Company rules. As per current policy, your casual leave entitlement in a full year will be 10 days plus 13 days earned leave. The holiday year runs from 1<sup>st</sup> Jan – 31<sup>st</sup> December. It should be noted

that leave not taken in the holiday year cannot be encased or carried forward into the next holiday year. Casual leave of more than 2 days will not be sanctioned in continuation. Leave entitlement is credited to your account on accrual basis; any non-sanctioned or excess leave will cause loss of proportionate salary.

In addition to this, you will also be entitled to 9 public holidays. The Company shall announce these for each calendar year. The list of holidays will take into consideration the Government of India's authorized holidays, State Government holidays and other social or religious interests.

### **3. AREA OF ACTIVITY:**

Presently, you shall be appointed to work at iBoss Tech Solutions Pvt. Ltd., Noida. You are liable to be transferred to any other place in India or abroad as decided by the company to any of its own, associate or client offices. Your refusal for such transfer will be considered as your unwillingness to serve the company and in such case the company will be free to terminate you from services.

### **4. PROBATION, CONFIRMATION AND TERMINATION:**

- (a) You will be on probation for a period of "180 days" from the date of your appointment, where after, if your services are found satisfactory, you will be confirmed by means of a written intimation from iBoss. iBoss reserves the right to reduce/dispense with or extend your probation period at its absolute discretion. Unless confirmed in writing, you will be deemed as a probationer after the expiry of the probation period or during the extended period of probation.
- (b)
  - (i) During the probation period, your services are liable to be terminated at any time after providing you 7 days' notice period or payment of salary in lieu thereof. You shall also be bound to provide 7 days' notice to iBoss prior to resignation during which period you may have to work.
  - (ii) Upon confirmation, your services are liable to be terminated at will by iBoss after providing you "60 days' notice or payment of salary in lieu thereof. You shall also be bound to provide iBoss with "60 days' notice prior to resignation during which period you may have to work or payment of salary in lieu thereof. It shall be the sole discretionary power of iBoss to decide whether to accept the notice period or take a salary in lieu thereof. The said notice period will not be adjusted either against privilege leave or forfeiture of salary.

(iii) If the exigencies of work so require, iBoss, may not relieve you earlier than the expiry of the entire period of notice. It shall, however, be open to iBoss to

accept your resignation with effect from any date earlier than the one offered by you in your resignation letter. iBoss as such is fully authorized to relieve you at any time during the notice period and should iBoss decide to do so, you shall be entitled to your gross salary, in lieu of the remaining period of notice.

(iv) iBoss shall have the right to terminate your employment without notice or payment of salary in lieu thereof if:

- a. You commit any breach of your duties and responsibilities under this contract of services.
- b. You are guilty of any gross default or misconduct, which contravenes the express or implied conditions of your employment,  
The employer shall however issue a show cause notice to you and provide an opportunity to defend yourself before deciding to terminate your services.

## **5. NON-DISCLOSURE AGREEMENT**

You are aware that during your employment with iBoss you will have access to confidential/proprietary information about iBoss, its clients its business transactions, and associated companies. You shall not during course of Employment and 3 years after you have ceased to be in the employment of iBoss, disclose such confidential/proprietary information to any third party and/or any authorized person. All notes and memoranda pertaining to iBoss trade secrets and confidential/proprietary information made by or acquired by you during your employment shall at all times remain the property of iBoss. Upon termination of your employment, you shall return all notes/memoranda and any copies thereof to iBoss that may have obtained during the course of your employment.

You are obliged to sign a non-disclosure agreement specific to a client as and when required by iBoss.

Prior to joining iBoss, you will ensure that you will be free from any contractual restrictions preventing you from accepting this offer or starting work on the joining date.

## **6. LOSS ON LIEN:**

If it is reported that you have remained absent without leave and without prior permission in writing from the management for a continuous period of 5 (five) days, your lien on your appointment is liable to be lost, unless you explain to the

satisfaction of the management about the grounds of your inability to resume your duty

## **7. GENERAL:**

- a) You will maintain, during the subsistence of your employment and thereafter, complete secrecy with regard to the company's affairs and shall not disclose to any other person any of the company's trade secrets or any information regarding the company's activities.
- b) You will be bound to carry out all reasonable lawful orders issued to you by your superiors from time to time.
- c) You will not engage in any trade or profession or undertake any employment, full or part-time, while in the service of the company.
- d) You will have no objection to working extra hours in the morning and/or the evening, according to the requirements of the job.
- e) You may be selected and sponsored by the Company for familiarization/training assignments with the company's technical collaborates or any other institutions/organizations in India and /or abroad. You will diligently and beneficially take part in such assignments. The cost of such training, including the travel fare and related expenses, will be borne by the company subject to agreements to be drawn up and signed between the company and you. Such agreements will be specifying the minimum period you will be required to serve the company after completing the training and providing for payment of liquidated damages by you to the company's proportionate to the time period of service or this appointment, as the case may be, prior to the expiry of the agreed of service referred to hereinabove.
- f) You will carry out your duties with diligence and loyalty at times, keeping the company's interest paramount.
- g) You shall not, under any circumstances, either directly or indirectly, receive or accept for own benefit any commission, rebate, discount or profit from any person, company, or firm having business transactions with iBoss;
- h) If you remain absent from work, without any reasonable explanation, for more than 5 consecutive days, it will be presumed that you are no longer interested in working for the company and have abandoned its service, thereby terminating

your contract of service. In such as case, you will not be entitled to any statutory compensation.

- i) You will be responsible for your transportation to and from the office and the company has no liability whatsoever in this regard, irrespective of the timing of your duty.
- j)** The company shall verify the facts stated by you in your resume submitted during the interview process. If any of the facts stated therein are found to be false, your services will be terminated immediately without any notice or any compensation in of the notice period.
- k) This appointment letter is governed by and shall be construed in accordance with the laws of India, and parties to this appointment letter shall submit to the exclusive jurisdiction of the Delhi courts. This appointment letter contains the entire understanding between the parties and supersedes all previous agreements and/or arrangements relating to employment with iBoss. Any amendment or Modification to this appointment letter shall be made in writing and signed by both the parties.
- l) The terms and conditions of service are confidential and may not be disclosed to or discussed with anyone.
- m) During your employment, you will be bound by the company's Rules and Regulations framed and enforced from time to time. The company reserves the right to amend or alter the said Rules and Regulations at its discretion, without any notice thereof, and these will be deemed as Rules and Regulations in terms of your employment.
- n) Your services will come to an automatic end on the following contingencies.
  - i) If it is found at any time during the tenure of your employment that any of the information furnished by you to the management at the time of your appointment is incorrect or false.
  - ii) If you are convicted of any offence under the law.
  - iii) If you are found to be physically/mentally unfit.
  - iv) If you are found to be indulging in anti-company activities

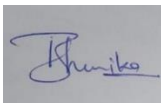
#### **9. JURISDICTION:**

Any dispute arising between the Company and you about the interpretation of this letter or in the matter with regard to the appointment, termination or dismissal and with regard to any claim or payment or damages, etc. shall be dealt with and adjudicated upon by the courts functioning in the Union Territory of Delhi only.

In token of having accepted the above terms of appointment, you are requested to sign in each page of the duplicate copy of this letter and return the same to us.

With Best Wishes,  
Yours faithfully.

**iBoss TECH SOLUTIONS PVT. LTD.**

A handwritten signature in blue ink, appearing to read "Bhumika", on a light blue background.

**Bhumika Verma**  
**(Manager-HR)**

## DECLARATION

I hereby accept the terms for employment as above. The information given by me in application for employment is complete and correct. If found false, suppressed or incomplete or above conditions are not followed by me. I may be disqualified from the job and my services are liable to be terminated with immediate effect without any notice.

I also hereby confirm that, I shall submit all the documents duly filled as per details given hereunder within one week from the date of receipt the job offer.

- a) Two Passport size photographs
- b) Photocopy of PAN Card
- c) Originals/Copy of all qualifications (Originals will be returned after verification.)
- d) Affidavit of no criminal record.
- e) Permanent Address Proof.

Date : 14-09-2022

Place : BAREILLY

ANAND PRAKASH

Signature