

Corporate Office: ABM House, Plot No. 268, Linking Road, Bandra (West), Mumbai - 400 050, INDIA. Tel.: +91 22 4290 9700 Fax: +91 22 4290 9701 www.abmindia.com CIN - L67190MH1993PLC113638

Ref : ABM/HR/OP/RP/APPT/1830

Date : 01st September 2025

## Mr. Nitin Singh

Nalanda Path, Shankar Pur Birubari, Adhikari Bhawan, Gopinathnagar, Kamrup, Assam.

Pin Code: 781016

Contact No: 8099444024

Email ID: nitin3303singh@gmail.com

Subject: APPOINTMENT LETTER

## Dear Nitin,

This letter of appointment is further to our offer letter & you're subsequent joining the duties w.e.f. **01st September 2025.** We are pleased to appoint you as a **"Senior Developer"** in our organization, on the following terms and Conditions:

## 1. Cost to company:

a. Your Total Cost to Company will be Rs. 660000/- P.A. (Rupees Six Lakh(s) Sixty Thousand Only) including all reimbursements, PF (Employee & Employer Contribution), TDS and other legal deductions, if any. Such payments are subject to payments being made by National Informatics Centre Services Incorporated (NICSI).

All matters pertaining to your compensation are strictly confidential and they should be treated as such. Any tax liability arising out of your compensation should be borne by you and it will be as per Income Tax Rules.

Your fixed CTC break up is mentioned in Annexure A.

2. Gratuity: As per the Company's rule.

#### 3. Professional Tax and Income Tax:

Professional Tax and Income Tax will be deducted as applicable from your monthly compensation.



## 4. Quality of Work, IPR, Business Ethics:

- a. You will maintain and contribute to the professional image of ABM at customer offices by maintaining high standards of quality of work including but not limited to regular attendance, professional conduct, etc.
- b. You are committed to undertake the responsibility of business secrecy, non-disclosure of business secrets, non-copying of Application Software or documentation, no misuse of customer contacts, non-disclosure of customer office confidential information, etc. You will have to strictly adhere to these commitments. Any violation towards this will call for legal action. You shall keep the Company informed about all and any confidential information of the customer that you may obtain during your employment with the Company and shall also promptly inform the Company about any breach of Confidential Information as soon as you come to know of the same. Further, you shall upon the termination of your employment immediately return all such Confidential Information belonging to the customer that may be in your possession as may be instructed by the Company.
- c. Any software developed by you for the company will remain the intellectual property of ABM or its customer, as the case may be and will be wholly owned by ABM or its customer, as the case may be. You will not re-use or make copies of the software either for yourself or for any outsider. These rules will be strictly adhered to. Further, you will not infringe on the intellectual property right of any third party whether by negligence or otherwise. Your failure to comply with these conditions shall entail termination of your employment at the sole discretion of the Company.
- d. You are required not to divulge, communicate or pass on any information related to any aspect of the company to anyone not employed by the Company, in any form.
- e. You are required to deal with the Company's money, data, material and documents with utmost honesty and professional ethics.
- f. You will have to strictly adhere to the above commitments and any violation will result in the abrupt termination of your services with immediate effect, without any notice and/or without any compensation in lieu thereof.

# 5. Leave & Holidays:

You will be entitled to leave as per the company policy but you need to take prior written approval from your reporting manager/concerned authority on the client side else it will be considered as Leave Without Pay (LWP).

Also, you will be entitled to holidays as per the holiday calendar followed by the client i.e. National Informatics Centre Services Incorporated (NICSI).

## 6. Reporting to work:

- a. Your working hours will be 9.30 a.m. to 6.30 p.m. In case of urgency/ requirement, the timing will be extended as mentioned above.
- b. You will be reporting to the superior authorities as may be decided by the Management from time to time.

#### 7. Other benefits:

In addition to the aforementioned terms and conditions of your employment, you shall be entitled to the following benefits:

a. **Group Medical Insurance**: Coverage for yourself, your spouse, and two dependent children, with an annual coverage limit of Rs. 2.5 Lakhs, as per the Company's policy.



- b. **Group Personal Accident Insurance:** Coverage for yourself, with an annual coverage limit of Rs. 10 Lakhs, in accordance with the Company's policy.
- c. **Provident Fund (PF):** As per the statutory requirements and the Company's policy.
- d. Employee State Insurance (ESIC): If applicable, as per the statutory provisions.
- e. **Leaves:** In accordance with the Company's leave policy, you will be entitled to 1.5 CL per month.

Notwithstanding any other clauses of this Agreement, all the benefits applicable to your services shall be co-extensive with the benefits extended by NICSI. No additional benefit shall be provided unless provided by NICSI.

8. You will undertake the non-disclosure agreement by signing the attached NDA.

#### 9. Service Period/ Continuation of Service / Termination of Services:

- a. Since your contract is connected only with the order of NICSI, the duration of your services will be as per the contract or till the termination of NICSI's, whichever is earlier. In case of continuation of the said NICSI Order, then your contract/service period may be extended exclusively at the discretion of ABM, based on your performance, etc.
- b. The ABM shall always be at liberty to terminate your service at any point in time without assigning any reason and without any compensation, and you shall not raise any objection of any nature whatsoever. Such Termination may occur in instances, but not limited to, unsatisfactory performance, misconduct, violation of company policies, unethical behavior, or any action deemed detrimental to the Company's interests.
- c. Further, ABM does not assure or promise the continuation of your services beyond the termination of the NICSI Order. In the absence of a valid work order from NICSI, any continued services will be at your own risk without any benefits.

This clause shall supersede all other terms and conditions in the appointment letter.

## 10. General Terms of working:

- a. Your services are transferable to any location or department of the company anywhere in India or abroad at the discretion of the management.
- b. You agree and acknowledge that you may be deputed/ seconded to customer location at the sole discretion of the Company.
- c. You warrant that you have all the necessary qualifications as represented by you to the Company during the recruitment process.
- d. You shall display the smart identity cards at all times as provided by the Company or its customer, as the case may be.
- e. Any increment in your CTC shall be subject to your performance evaluation by both the Company and the customer, as may be applicable. Further, such increment shall be subject to such other conditions as provided in the Company Policy.
- f. You shall be required to undergo training and/ or vocation as may be instructed by the Company from time to time.
- g. You hereby agree to indemnify, defend and hold harmless the Company against any and all claims, losses or damages resulting from your breach of this agreement or gross negligence, fraud or willful misconduct.



- h. You shall not act in violation of any applicable law and shall keep the Company indemnified against any third-party claims or losses arising out of such violation.
- i. You shall take all reasonable efforts to mitigate or limit damages to the Company or its customer by promptly taking appropriate and sufficient corrective action as may be necessary.

## 10.1. Usage & Liability of Assets

You agree and acknowledge that the Company and/ or its customer client, at its own cost, has provided you with various assets including tablet, mobile phones, laptop, charger, various software etc., to enable you in performing your functions under this appointment adequately and timely. You agree and undertake that you shall take reasonable and proper care and precaution, including any care, upkeep and maintenance, as you would of your own assets and shall be directly responsible for any loss of such assets in your care arising out of your failure to take such care and precaution, which may be recoverable from you. You further agree and undertake that you shall not use these assets for any purposes which are beyond your functions under this appointment, including but not limited to use of such assets for your own personal gain.

You agree and acknowledge that you shall be solely responsible for any:

- damage or loss to the Company's or its client's property; or
- bodily injuries to Company's or its client's employees, their sub-contractor, or
- any damage to IT, Non-IT assets, or
- any damage to the reputation of the Company or its client resulting or arising out of any act or omission on your part.

You further agree and acknowledge that you will keep the Company indemnified and hold harmless from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature arising out of any act or omission on your part including but not limited to any act of wilful misconduct or gross negligence or any other breach of the terms of this employment.

# 11. Employee's background check:

- a. The Employee hereby acknowledges and consents for the Employer to conduct any background checks and obtaining information about the employee which would be a pertinent consideration in employing the services of the employee.
- b. Without any limitation, the background check may include verification of the personal details of the employee, educational qualifications, particulars of previous employment, credit and criminal records, records of any judicial proceedings, marital status, etc.
- c. In the event, the Employer, upon such background check obtains information that is inconsistent with the policies of the Employer or unfavorable to the interest of the business of the Employer, then the employer may, without furnishing any reasons thereafter, terminate the employment of the Employee immediately.
- d. The Employee covenants that he/she shall co-operate with the Employer in any such manner as is feasible to facilitate the background check by the Employer or any agency appointed in that regard.



#### 12. Notice Period:

- a. If you wish to resign from your services then you shall be required to give 30 days' notice in writing in advance and/or 30 days' salary in lieu of at the sole discretion of the Company. Similarly, if the company wishes to terminate your services then you will be given 30 days' notice or 30 days' salary in lieu thereof. Your notice period will be 30 days which will be subject to business contingencies & your performance.
- b. Further, the company at its sole discretion may refuse to accept the salary in lieu of a notice period. In those circumstances, it will be mandatory for you to serve the full notice period. The company reserves the right to extend the notice period if required under any circumstances.

#### 13. Termination:

Violation clause shall include but is not limited to the following:

- a. Involve in Criminal cases before or after joining ABM.
- b. Providing false records/information to the Company such as an address, qualification, employment etc.
- c. Sexual harassment complaint by the colleague/s, any adverse remark against the interest of the Company or Management.
- d. Absent without leave approval for 5 Days.
- e. Fraud in a way of monetary benefit or in kind to self or any other member of family/distant relative due to the goodwill of ABM will be considered as misconduct.
- f. Refusal on your part to carry out the instructions of the Company or is guilty of misconduct, or by going against the rules/process/norms/policies.
- g. Getting engaged in outside employment(s), assignments whether or not for monetary gains which results in double employment whether or not outside of office hours or on the weekend.
- h. Soliciting employment with the clients/ customers or with any of the competitors of the Employer in the same or similar projects as covered within the scope of this Agreement.
- i. Receiving or offering of any undue reward, gifts and secret commissions from/to any ABM third party for personal gains.
- j. Providing any confidential information about the processes of the company to any unauthorized person.
- k. Willful falsification, destruction or tampering of personal records or any record of the company.
- l. Willful falsification of records to claim reimbursement of expenditure from the company.
- m. During the Notice Period, the company reserves the right to terminate an employee after his/her resignation subjected to not carrying out the task given on a timely basis, complaints of nonperformance from seniors, not attending the duties as per norms of the company, improper handover and causing hindrances for the smooth exit process.



In case an employee is found involved in any of the above mention clauses or any other unethical matters, then the services of the employee will be terminated without any notice or payment in lieu of such notice period. Further, it will be the discretion of the Management to reserve the right to decide whether to pay the full and final settlement dues along with the Experience/Relieving letter in such cases.

We welcome you to our organization and look forward to your contribution to the growth of the organization and yourself.

Please sign a copy of this letter of appointment as a token of your acceptance of our terms and conditions and return it to the undersigned.

Yours sincerely,

For ABM KNOWLEDGEWARE LTD.

R. P. Pato.

RAMCHANDRA PATIL

**HEAD - HR** 

# Acknowledgments:

I have read the terms and conditions of this appointment letter and here below given my signature in acceptance of the same. I have also signed the previous pages as a token of my acceptance of the terms.

Data	Cimatuma
Date:	Signature:



# Annexure - "A"

Components	Per Month	Per Annum
Basic	31125	373500
House Rent Allowance	12450	149400
Medical Allowance	1600	19200
Transport Allowance	1800	21600
City Compensatory Allowance	6225	74700
Gross Salary	53200	638400
Deductions		
Provident Fund (Employee Contribution)	1800	21600
Professional Tax	200	2500
Net Salary	51200	614400
Contribution		
Provident Fund (Employer Contribution)	1800	21600
Total CTC	55000	660000