

Date: 10th -09- 2020

To,

Pavan Singhal
Duttpura, Morena- 476001

Subject: Appointment as "Software Developer "Digital Manufacturing Department

Dear Mr. Pavan,

We are pleased to appoint you as "Software Developer" in our company with effect from 1st -Sep-2020 on the following terms and conditions:

1. Your annual remuneration is divided into following components:

<u>Monthly</u>	Basic	279996.00
	Ex-Gratia	8400.00
	HRA	111996.00
	Meal Allowance	19800.00
	Child Edu.	9600.00
	City Allowance	158664.00
	<u>Subtotal-Monthly</u>	<u>588456.00</u>
<u>YEARLY</u>	Variable Pay	64476.00
	<u>Subtotal - Yearly</u>	<u>64476.00</u>
<u>Statutory</u> <u>Benefits</u>	P.F. Yearly (Employer contribution)	33600.00
	ESIC Yearly (Employer contribution)	00.00
	Gratuity	13464.00
	<u>Subtotal – Statutory Benefits</u>	<u>47064.00</u>
<u>Total Yearly Gross</u>		<u>700000.00</u>

2. Your CTC will be **7,00,000 /- (INR Seven Lakh Rupees Only)** per annum, subject to various deductions as per the companies and government policy. (Standard deduction such as Income Tax, Professional Tax, Provident Fund, ESIC and any other statutory obligation, will be made as applicable).
3. Variable Pay: - You may be paid an amount performance-based pay at the sole discretion of the company. In this regard, your performance shall be reviewed as per Company's policy in every three months. (Applicable only whose CTC above 6 lac)
4. You will be initially on probation for a period of six months to one year. At the end of the probation period, your services would be confirmed in writing, if your performance is found satisfactory or extended by 3 months if required.
5. You agree and confirm that during the course of your employment with the Company and for a period of 3 years thereafter, you shall not engage in the business of the Company, directly or indirectly through any other entity where you may have direct or indirect control, unless prior approval/'no-objection certificate' is obtained from the Company.
6. You further confirm and undertake that post termination of your employment from the Company, for any reason whatsoever you shall not, for a period of 3 years, be engaged in or be interest in or concerned with, directly or indirectly, in any capacity, including as an employee, retainer, consultant, advisor, partner in any enterprise or other association which carries on anywhere within or outside India, any business which is competitive, same or similar to the business of the Company.
7. You agree and volunteer to participate in any training/ workshops or development programme that the Company may suggest, in India and/or outside India, with any objective of improving your expertise and knowledge (**Training**). In this context, you further agree to provide your continued and uninterrupted professional services to the Company for a period of at least 18 (months) post completion of any such Training.
8. Your appointment is for Bangalore further you could be transferred to any of the locations or offices in the country in future.
9. Your Role & Responsibilities as well as your KPI's will be jointly decided between your reporting manager and yourself.
10. You will be entitled for Leaves as per the company rules.
11. You will be reimbursed the expenses incurred for travelling for Company work, as per company norms.
12. You shall treat as confidential all information imparted to you during your employment with us and will not utilize or divulge the same to any person or firm. You shall also sign a **SECRECY AGREEMENT** to protect the business interests and confidential information of the company.

13. You shall, during your services with us, devote your whole time and attention to our business to the best of your ability, and you shall not be interested or employed/engaged at any time either directly or indirectly in any business as long as you are employed by us.
14. As the Company's business is highly dependent on the skills of its employees, you shall ensure that the continuity of business is not affected due to any of your acts, actions or inactions.
15. A Notice period of maximum 3 months is applicable for termination of service by either side from your date of joining the company. In view of the same, in any event leading to termination of service from your side, you shall not commit yourself for any further assignment till the end of the said notice period. Further please note that the Company's decision on the matter of notice period will be final and binding.
16. In case any information provided by you based on which the employment is offered to you, is found incorrect at a later date, your services may be terminated without prior notice.
17. Rules and regulations of the Company that may be formed from time to time will govern you.
18. You shall be governed by the Compliance Guidelines in force from time to time. Non-conformity to the same shall be viewed critically and may result into termination with immediate effect.
19. The management reserves the right to terminate the employment with immediate effect under following circumstances. The decision of the Company shall be binding to you:
 - i. If you fail, refuse or neglect to carry out and perform the duties assigned to you by the company.
 - ii. For loss of confidence in you by the company for any of the act committed by you.
 - iii. If you are found to be guilty of fraud, insubordination or misconduct, non-performance whether in course of performance of duties entrusted to you or otherwise.
 - iv. If you are found unfit for being entrusted with the responsible work commensurate with your position in consequences of any misconduct, moral turpitude.
 - v. If you remain absent without information and approval of leave or without any extra ordinary circumstances.

- vi. If you become physically or mentally incapacitated for the performance of your duties for a more than 3 month.
- vii. If you commit willful breach of any of the terms of this letter of appointment

20. In case of any dispute you shall be governed by rules and regulations in force under the Gwalior jurisdiction

You are requested to return the duplicate copy of the letter duly signed by you as a token of your acceptance of employment on the above terms and conditions.

Yours truly,
For Smart Controls India, Ltd


Brijbhan Singh Rajpoot
Team Lead -HR & Admin

Accepted

Sign

Date

Place