

19-July-16

Uday Kumar Saw

Emp No:

Pan No:

Address:

Offer Letter /Appointment Letter

Dear Uday Kumar Saw,

Based on your application and subsequent discussions we had with you, we are pleased to offer you employment in our organization as **Senior Software Engineer** with the following terms and conditions:

1. You will join us on or before **Aug 11, 2016 (Tentative)**. Please note that this offer is contingent on your successfully completing Background. This offer is valid for 2 days as mentioned in the pg.7 of this offer.

On your actual joining date, this letter is treated as Appointment Letter.

2. You will be on probation for a period of 3 months from the date of joining and your confirmation would be dependent on satisfactory completion of your Probation period. During probation, no leaves of any kind except emergency medical leaves are permitted during probation period.

3. You will be based at **Chennai**. You are however, liable to be transferred to any of our establishment in India, or overseas or to any subsidiary or associate company: whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company' s rules for the time being in force.

4. Your annual CTC will be **Rs 5, 80, 000.00 (Five Lacs Eighty Thousand Only)**.The breakup of salary is as per attached salary structure document. This is subject to usual statutory and / or other taxes, which may be imposed from time to time by the Government, or any public body authorized to do so.

5. You will be entitled to allowances as detailed in the annexure to this letter. You will also be covered by Provident Fund, Medical (Self, Husband/wife & dependent children/parents) and other schemes of the company as applicable to your category that are in force at present and / or may be amended from time to time. These shall also be subject to taxes as applicable under relevant laws.
6. The employment offer is valid for 2 days from this date of offer. If the company does not receive any confirmation from you within the stipulated time this offer shall lapse automatically and then there shall be no further communication from the company in furtherance of this offer of employment. Your acceptance should accompany a resignation communication (**NOT APPLICABLE IF YOUR JOINING DATE IS TENTATIVE**) on the present position. In case of tentative joining date, you are required to provide resignation communication within 2 business days of receipt of firm joining date.
7. You will be required to give 60 days' notice to terminate this appointment after confirmation. The Notice period during probation will be 30 days from your end to the company as well as from company to you. The last working day would be decided at the sole discretion of the Management and in the event of being relieved within the above number of days, the remaining part of notice period days would be adjusted against the existing leave balance or an **equivalent of Basic salary**. The Company, however will have the right to terminate your appointment forthwith on account of misconduct, including but not limited to, fraudulent, dishonest or undisciplined conduct, or breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to the Company's or Client's property or breach of the confidentiality obligations. In all other cases, the Company will have the right to terminate the appointment by giving 60 days notice or payment of salary (**Basic Salary only**) in lieu of notice or any part of the notice. Company has the right to deny any early relieving and not to accept any leave adjustment or notice buy out. In case of employee availing any leave of any nature during notice period, the notice period will get extended by equal number of working days.
8. **Buyout Option:** Candidates getting onboard on buyout option will be liable to **return the buyout amount**, if the candidate is leaving the Organization **within one year of completion**.
9. Any revisions of your compensation package, promotions, and your continued employment with the Company are all subject to you meeting the performance levels applicable to you from time to time. Your performance may be informally discussed with you by your manager/s on a regular basis.
10. **Leave:** You will be entitled for casual leaves of 8 working days in a calendar year. This will include any sick leaves, casual leaves or leaves availed on any other count except government holidays. These leaves cannot be accumulated and will lapse every end of the calendar year in December. You are also entitled to 10 working days of earned leave which can be carried forward and accumulated to the maximum of 20 days. The leaves are accumulated on a pro-rate basis. EL

encashment applicable after completion of one year of employment and will be paid if eligible along with the full and final settlement calculated on the Basic Pay.

11. You will not divulge to any unauthorized person, nor use for any purpose other than company's during the period of your employment with us, or thereafter, any information concerning the company's (or its associates) operations, know-how, secrets etc. that you may come to acquire as an employee of the company.

12. Newt Global India Pvt. Ltd. shall be the sole owner of any intellectual property developed by you during your employment with the organization, having rights to sell, license, and control duplication, distribution and preparation of deliveries of the intellectual property. You shall not claim any income nor benefit from any such development at any point of time. You will be required to sign an 'Employee Agreement / Non Disclosure Agreement' at the time of joining.

13. You shall take reasonable care in maintaining and protecting the assets, properties, facilities, software and hardware, if and when provided by Newt Global for your use. On demand, you shall take steps to return such assets, properties etc., back to Newt Global in same condition as given, subject to normal wear and tear, on cessation of employment or any other time as may be required by the company. Failing this, the company shall be entitled to recover such cost / compensation as it may deem fit, keeping in view the cost of such assets, properties etc.

14. Whenever there is change/update in your personal information, you shall notify the Company in writing within three days time.

15. You will be governed by the Rules and Regulations of the company as are in force at present and / or as may be introduced from time to time.

16. You will not take up any employment or assignment remunerative or honorarium with any other organization, body or person without the consent of the Management in writing during the tenure of your service with us.

17. The Company may require you to travel time to time within India or abroad, at its client sites for training or work. This includes overseas assignment to work for clients. Considering the substantial investments, Company will require you to sign an agreement to serve the Company for a specific minimum period of time after receiving such training or overseas assignment. The details of this agreement shall be spelt out at the time of nominating you to such training or assignment.

18. Your appointment is subject to the accuracy and completeness of the information as stated by you in your resume or company application form, including but not limited to any certificates, forms, answers to questionnaires, data sheets or other documents submitted by you. If it is found subsequent

to your appointment that any information that you submitted is inaccurate or incomplete or that you have willfully suppressed material information, you shall be deemed to have committed a fraud on the Company and the Company reserves the right to terminate your appointment forthwith, notwithstanding anything to the contrary, and without prejudice to any other remedy available to the Company. In such situations, no remuneration is payable by the company for the period you have been employee of the company. Any remuneration already paid by the company is required to be refunded immediately to the company. **Background Verification through reputed agencies like Matrix will be conducted. First salary will be issued only after such Background Verification has come clear (Green Status) with no negative notations by the BG agency. In case BG comes with negative notation (Red or Amber status), the employment will be terminated with immediate effect with no salary liability of the company.**

19. Without affecting your obligation to give accurate information about yourself to the Company, the Company reserves the right at any time to make such inquiries as it deems fit, including but not limited to inquiries for the purpose of ascertaining the accuracy of any information you have given the Company, and for verifying whether you have a criminal record or a record of any indiscipline or misconduct with a previous employer. By signing this letter you shall be deemed to have consented to such a procedure of 'background check' and to have waived your right to lodge any claim or action against the Company, including but not limited to any claim related to invasion of privacy.

20. You shall submit within 2 business days all the documents detailed in the attached checklist, from the date of accepting this offer (2 business days from the date of receiving firm joining date in case of conditional offer).

21. Any future changes in the company policies, rules & regulations will super cede the terms mentioned in this letter.

22. You will not be serving our clients (where you have worked as Newt Global employee) for a period of two years from the date of separation without our written permission. This is further elaborated in "Employee Undertaking / Non Disclosure Agreement.

23. You shall retire from services of the company on attaining the age of superannuation as determined from time to time. For this purpose proof of age in official records with the company will be treated as final.

24. In case company has paid any joining bonus, any relocation expenses or any loan or assistance or any other sum apart from usual monthly wages, these are refundable to the company in case employee leaves the employment of the company in less than one year time. The money is refundable by last day of the employment and before company issues any relieving letter to the employee.

25. Medical Insurance: Company provides accidental benefit and life insurance benefit with a coverage of One Lakh each respectively for the employee. The premium is completely paid by the company.

26. Clause on Service Level Agreement/Incentive/ Variable Pay: Your SLA/Incentive structure/ Variable pay structure is as per agreed with you/will be drawn up within first month of employment, and is attached with this offer. Your performance will be evaluated as per this SLA/Incentive structure/ Variable pay structure on monthly basis. Any time you are not meeting SLA, company can terminate your services by providing you one week of notice. All Incentive/Variable pay will be paid in accordance with the Incentive structure/ Variable pay structure document.

Any claim(s) / statements made by you at the time of application which is not supported by the above documents makes your appointment liable to cancellation and our offer withdrawn without any notice or compensation.

Any dispute arising in connection with your employment shall fall under the jurisdiction of the Chennai High Court / Chennai Courts.

We welcome you to Newt Global India Pvt. Ltd., and look forward to a long and happy association. You are requested to sign your full name on the duplicate copy of this letter and return it to us as a token of acceptance after going through the above terms and conditions.

Sincerely yours,
For Newt Global India Pvt. Ltd,

Dhiren Kumar Kamboj

Director-India TAG

Declaration: "I have read understood and unconditionally accept the terms and conditions of my appointment letter and agree to keep its contents strictly private and confidential. I understand that my sharing this confidential information with anybody, including but not limited to any employee of the Company, will amount to a breach of my employment terms with the Company and I will be liable to be terminated without any notice or compensation in lieu of. I hereby declare that the information stated in my resume and any other information I have given/may give the Company is complete, accurate and true in all aspects."

Read, understood and agreed.

Name: Uday Kumar Saw Signature: Uday Kumar Saw Date 20 July 2016

	Name:	Uday Kumar Saw	
	Designation:	Senior Software Engineer	
	Location:	Chennai	
	Cost to Company (CTC) -Fixed	₹ 5,80,000.00	
	Cost to Company (CTC) -Total:	₹ 5,80,000.00	
SL	Break-Up	Per Month (Rs)	Per Annum (Rs)
1	Basic	₹ 14,500.00	₹ 1,74,000.00
2	House Rent Allowance	₹ 8,700.00	₹ 1,04,400.00
3	Conveyance	₹ 800.00	₹ 9,600.00
4	Medical Reimbursement	₹ 1,250.00	₹ 15,000.00
5	Leave Travel Allowance	₹ 1,740.00	₹ 20,880.00
6	Special Allowance	₹ 17,905.88	₹ 2,14,870.60
7	Medical Insurance	₹ 1,000.00	₹ 12,000.00
	(covering employee and his/her dependents)		
	Gross Salary	₹ 45,895.88	₹ 5,50,750.60
	Gratuity (4.81% of Basic)	₹ 697.45	₹ 8,369.40
	Provident Fund (12% of basic)1 - Employer Contribution	₹ 1,740.00	₹ 20,880.00
	Fixed Remuneration	₹ 48,333.33	₹ 5,80,000.00
	Total Cost to Company (CTC)	₹ 48,333.33	₹ 5,80,000.00

1. Gratuity @ 4.81% of your annual basic salary. To be eligible to receive the gratuity payment, you should have completed at least five years of service with the company. This amount will be paid only at the time of departing from Newt Global India Private Limited.
2. Employee can cover their spouse, children (only 2), parents and Parents in law and appropriate insurance premium will be deducted from the salary.
3. Out of Gross salary mentioned above normal deductions are employee PF, Medical insurance premium, professional Tax and TDS as applicable etc.

Checklist of Documents for BG verification to be submitted at the time of offer acceptance (within 2 days of receiving the offer):

Please send the soft copies of the following documents via email to admin5@newtglobal.com

- BG form
- All Educational Certificates including SSLC, 10+2, graduation, post graduation or any other professional certifications
- Offer letter copy of current job
- Experience Certificates for the previous employment till date
- Last Drawn 3 months Pay Slip
- Bank Statement for last 2 yrs and last 3 months
- Address Proof (Passport / Ration Card / PAN card / Driving License / Telephone Bill)
- Passport
- Signed offer letter
- Non Disclosure Agreement
- Pan Copy
- Cancelled Cheque leaf
- Form 16
- Digital Picture

Please bring 2 sets of the copies (Xerox) at the time of joining.