

### Newgen Software Technologies Limited

CIN: L72200DL1992PLC049074

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**January 3, 2022** 

Ms. Tanuja Bhatnagar H. No - N-146, Sector-25, Noida, Jalvayu Vihar, Noida, Uttar Pradesh-201301,

Dear Ms. Bhatnagar

Congratulations on becoming a part of Newgen family as a Software Engineer

In accordance with the **Ref. No. DC/2021-22/011140** of your Employment Offer Letter, we are pleased to issue your letter of appointment containing employment terms & conditions in detail.

I trust, in Newgen you will come across opportunities to realize your potential through continued learning and progress in an environment of collective innovation.

We look forward to a warm and meaningful relationship.

Yours Truly,

For Newgen Software Technologies Limited

Surender Jeet Raj Senior Vice President-HRD



\*\*This is a system generated appointment letter, hence does not require signature.



## EMPLOYMENT TERMS AND CONDITIONS FOR MS. TANUJA BHATNAGAR

#### ANNUAL COST TO COMPANY (CTC)

Basic Salary	₹	186000
Flexi Basket of Allowance	₹	302760
Provident Fund Contribution	₹	22320
Gratuity	₹	8942
Statutory Bonus	₹	16800
Healthcare Benefit Premium	₹	6400
Insurance Premium (Life & Accidental)	₹	2236
Annual Gross Salary (A)	₹	545458
Variable Pay @100% achievement levels (B)	₹	54546
Annual Cost $(A + B)$	₹	600004

#### FLEXI BASKET OF ALLOWANCE

The Flexi Basket offers you the flexibility to design this part of your compensation in a manner that suits you the best. This amount can be distributed under the following heads: House Rent Allowance, Leave Travel Allowance and other allowances. (The guidelines are detailed in Annexure-A).

#### PROVIDENT FUND

As per Provident Fund Act, you will have to contribute an amount from your basic salary at the applicable rate. The same will be deducted from your salary every month. The company will make an equal contribution and the amount shall be deposited in your PF account.

#### **GRATUITY**

In accordance with the Gratuity Act, you will be eligible to receive gratuity at the time of separation from the company subject to completion of 5 years of continuous service and meeting the required terms & conditions of the Gratuity Act.

#### STATUTORY BONUS

You are eligible for Statutory Bonus under the Payment of Bonus Act 1965.

#### **VARIABLE PAY**

Your variable pay is dependent on your role in the company. Change in role can also mean change in variable pay. In such case, you would be required to adopt the variable associated with your next role, which may be at a different level - either higher or lower than your current role. Your annual cost to the company might get redefined accordingly.

#### PROBATIONARY PERIOD

You will be on probation for a period of six months from the date of your joining and this period is liable to be extended or reduced at the sole discretion of the Management. During the period of Probation your appointment can be terminated either by the Company or by yourself by giving 1 month notice or 1 month salary in lieu thereof or for the period falling short of the prescribed notice period subject to mutual acceptance.



#### **CONFIRMATION**

Confirmation of your services is subject to your satisfactory performance and conduct during the probationary period. You will not be deemed as confirmed in the post unless the company intimates you to that effect in writing.

The Management in its sole discretion may terminate your appointment by giving a three months' notice or three month's salary in lieu thereof or for the period falling short of the notice period.

You may resign from the services of the Company by giving three months' notice or three month's salary in lieu thereof or for the period falling short of the notice period subject to mutual acceptance.

You will automatically retire from the service of the Company on attaining the age of 60 years. The Management in its sole discretion may extend the period of employment beyond the age of 60 years, subject to your being mentally & physically fit to carry out your duties.

#### OTHER TERMS AND CONDITIONS

- 1. Your appointment is subject to:
  - a. The satisfactory verification of your character, antecedents and testimonials.
  - b. The authenticity and accuracy of the details provided by you to the company enable us to judge your suitability for employment and it is assumed that the details you have provided is true to the best of your knowledge and belief. Should it be found afterwards at any stage that you have given wrong information/misrepresented the facts, your services are liable to be summarily terminated.
  - c. You are being found medically fit and continuing to remain medically fit. Before joining your duty, you are required to produce a medical fitness certificate issued by a Medical officer of a recognized Govt. hospital or by the Doctor appointed by the Company at your own cost in a defined proforma (attached herewith as Annexure C)
- 2. If you are already in service, you must produce a relieving certificate from your employer at the time of joining the company.
- 3. You will promptly disclose to the Company in writing any discovery, invention, process improvement made of, discovered, by you while in employment with the Company and you shall assign and agree to assign to the Company all your rights, titles and interest throughout the world including copyright and any other intellectual property right etc. in and to subject inventions conceived or made by you either solely or with others while as staff of the Company.
- 4. You will not (except in the normal course of the Company's business) publish any article or statement, deliver any lecture or broadcast or make any communication in the press (including magazine publication) or to anyone else relating to the Company's product or any matter with which the Company may be concerned unless you have obtained written permission from the Company. The complete draft of any proposed article, lecture or broadcast or any other communication intended for publication must be submitted for approval along with the request for permission, before it is released for public.
- 5. You understand that during your employment with the Company you shall not undertake any similar/same kind of paid work/business/employment directly/indirectly for which you have been hired at Newgen in any manner including but not limited to (full time/part time/freelance consultant/Advisory/ Honorary /Not for Profit) in any other company/partnership/ proprietorship or otherwise also, during official working hours or outside official working hours. For any other nature of work, prior disclosure to the HR at Newgen is mandatory. Further, you will ensure that such work shall not in any manner interfere directly/indirectly with efficiency and effectiveness of your core work at Newgen.
- 6. You understand that you will be bound by relevant provisions of Newgen Work From Home Policy, and during work from home scenario you shall seek prior permission from Supervisor if leaving work location city and would be ready to return to work location within 2 days from the date of intimation by Reporting Manager. In case of verbal communication, you shall intimate in writing at the earliest but not later than 5 days from such change of location.
- 7. For one year after termination of your services with the Company, for any reason, you will not directly or indirectly solicit or cause others to solicit Company employees for competitive employment.
- 8. For one year after termination of my employment due to any reason, I will not take/seek employment directly or indirectly with any of Company's Clients and work on Company's Software product and solution without obtaining a No Objection Certificate from the Company.



- 9. For one year after termination of your employment due to any reason, you will not take/seek employment or act as consultant with any Company engaged in software development/sales in the field of Document Imaging Technology or software systems similar to those developed by the Company.
- 10. Your place of posting will be at **D-152**, **Okhla**, **Phase-I New Delhi-110020**. However, you can be transferred/posted/deputed from time to time, as and when necessary keeping in mind the nature of work assigned to you at the sole discretion of the Company, anywhere in or outside India, to any of company's department(s) or location(s) or regional office(s) or to the department(s) or location(s) or branch(es) or rolls of any of its subsidiaries or associates, presently existing or which may be setup in the future. Upon such transfer, unless otherwise specified in writing at the time of transfer, you will automatically be governed by the terms and conditions of service applicable at such department or location or branch or subsidiary or associate of the company as the case may be.
- 11. Your increments and promotions in the company will be given based on your performance and merit, and at the sole discretion of the management.
- 12. The Company, through its authorized officers, will allocate duties to you from time to time. Such duties may include responsibility in general for the area of your operations as well as specific assignments that may be given to you from time to time.
- 13. You may be required to work in shifts, if and when fixed by the company from time to time as per business requirements and the applicable rules will apply in that regard.
- 14. You will be required to implement and act in accordance with the Company's Information Security Management System (ISMS), and protect assets from unauthorized access, disclosure, modification, destruction or interference.
- 15. You will be bound by the Code of Conduct and other rules, regulations, policies and orders issued by the company from time to time in relation to your conduct, discipline and service conditions such as leave, medical, retirement etc. as if these conduct rules, regulations, policies etc, were part of this contract of appointment. Company reserves the right to alter/rescind the terms & conditions of service at its discretion.
- 16. In case of you being found violating or not biding by the Code of Conduct and other rules, systems, regulations policies and orders issued by the company, you will be liable for disciplinary action under the disciplinary action policy of the Company.
- 17. In the event of any dispute regarding the terms of conditions of your appointment, you will be subject to the jurisdiction of the appropriate court of law at the headquarters of the company viz. New Delhi.
- 18. On the day of your joining the Company, you will be required to sign/e-submit the Non Disclosure Agreement, which covers Company's right to protect the inventions, discoveries, ideas, proprietary and confidential information and any similar or related rights and maintaining it secrecy during and after your employment.
- 19. Whenever requested by the Company and in any event upon the termination of your employment with the Company, you will promptly deliver up to the Company all documents belonging to the Company including but necessarily limited to drawings, blueprints, reports, manuals, correspondence, customer lists, computer programs and all other materials and all copies thereof relating in any way to the Company's business.
- 20. Acceptance to this appointment letter will required to be submitted digitally in OmniRecruit Portal.

Yours Truly,

For Newgen Software Technologies Limited

Surender Jeet Raj Senior Vice President-HRD



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# Newgen Software Technologies Limited Salary Breakup Details

Form Number : 3101 Name : TANUJA BHATNAGAR Designation : Software Engineer

Date of Joining. Annual CTC(INR) : 600004.00

Salary Components		Newgen Salary(INR)		
			Monthly	Annual
Basic			15500.00	186000.00
Flexi Basket of Allowances			25230.00	302760.00
Statutory Bonus				16800.00
PF (12% of Basic)			1860.00	22320.00
Gratuity				8942.00
Healthcare Benefit				6400.00
Insurance Premium (Life & Accidental)				2236.00
Gross Salary				545458.00
Performance Pay (Individual)**			2955.00	35455.00
Company Performance(paid annually)**				8182.00
Department Performace (paid annually)**				10909.00
Cost To Company			45545.00	600004.00
** Variable Pay Components	% Payout		Description	
		It is based on w	our Individual Porformance agains	et defined KPA's/Goals, Will be pai

** Variable Pay Components	% Payout	Description
Individual Performance Index	65.00	It is based on your Individual Performance against defined KRA's/Goals. Will be paid on Monthly basis and may go upto 150 %.
Department / Functional Performance Index	20.00	Department/Company Index will be paid on Annual Basis. The period of assessment is
Company Performance Index	15.00	financial year. This will be paid in the July Salary. You will have to be on the rolls of the company as on 31st March of the said financial year.

Other Benefits	Amount Per Annum	
Mediclaim Policy - Value Insurance Covered up to (Applicable for self & dependent family members).	2 Lacs(Top up of 2 Lacs in addition is available on payment of subsidised premium)	
Personal Accident Policy - Value of Insurance Covered up to	Three Years Monthly Gross Salary (Upto a maxmum of Rs. 50 lacs)	
Life Term Policy from LIC-Value of Insurance Covered up to	Five Years Monthly Gross Salary (Minimum of Rs. 20 lacs and upto maxmum of Rs. 1 Crore).	
Local Conveyance Reimbursement for Business Purposes	As per Policy	
Gratuity	As per Policy	

#### Flexi-Basket of Allowances (FBA)

Flexi-basket of Allowances will be paid to you as part of your salary. The components are as follows: House-Rent Allowance, Leave Travel Allowance & Other Allowances. You may split the flexi-basket allowances under the below mentioned heads according to your preferences and tax plans. You would be eligible for tax exemptions under the different components as per the rule determined by the income tax authorities.

Heads	Guidelines/Limits
HRA	Up to 60% of Basic
LTA	Up to 33% of Basic

#Statutory Bonus - You are eligible for Statutory Bonus under the Payment of Bonus Act 1965

Please note that the details in this communication are confidential and you are requested not to share the same with others. In case you need any clarification, please feel free to discuss the same with your Reporting Manager or HR Rep