

To,

**Pankaj Yadav**



**NetAmbit**

**Address : 1 HEGER GE W FRES RAJESH YADAV 1 MOTIPURA SCHOOL KE PAS  
KHARGONE WEST NIMAR MADHYA PRADESH 451001**

**E-Code: IR-186954**

**Date: - 10-12-24**

**SUB: - LETTER OF APPOINTMENT**

**Dear Pankaj Yadav,**

We are pleased to appoint you in our organization as **"Electric Sales - Domestic-Store Manager" in Band-1** w.e.f 10-12-24 on the following terms and conditions:

**Annual Compensation:**

Your Annual Fixed Salary will be **Rs. 336000/-** The break-up of the fixed compensation is provided in **Annexure-A**.

**Location:**

Your initial place of posting will be at **Khargone** However, the organization reserves the right to transfer you at any other Office / Branch, Subsidiary or Associate Company of the organization, in India that is in existence or may come into existence at a future date. On your transfer you will be governed by the Company's rule applicable to the establishment to which you are posted.

**Duties and Responsibilities:**

- a) The company will expect you to work with a high standard of integrity, initiative, efficiency and economy.
- b) You will devote your entire time and attention to the work of the Company and will not undertake any direct / indirect business or work, honorary or remunerative except with the written permission of the management in each case. Contravention of this will lead to the termination of your service without any notice or any compensation in lieu of such notice.
- c) You shall not seek membership of any local or public bodies without obtaining written permission from the management.
- d) You shall neither divulge nor disclose to any third party, authorized/unauthorized person during the period of your service or even afterwards by word of mouth or otherwise, particulars or deals of the Company's system of working, technical know-how, security arrangements, administrative and / or organizational matters of a confidential / secret nature, which may be your privilege to know by virtue of your being the company's employee.
- e) You shall keep confidential all the information and material provided to you by the company or by its clients concerning their affairs, in order to enable the company to perform the service. This also includes such information as is already known to the public which also you will not release, use or disclose except with the prior written permission of the company. Your obligation to keep such information confidential shall remain even after termination after cancellation of this employment.

**NetAmbit ValueFirst Services Pvt. Ltd.  
R.O. 90/31B, 1<sup>st</sup> Floor, Malviya Nagar, New Delhi - 110017  
Plot No. 171/2, 4<sup>th</sup> Floor, Sector-15, Noida-201301 (Uttar Pradesh)**

### **Service period and termination:**

You shall be hired on Contract for a 12 months period from the date of your joining. During this contract period, your employment may be terminated at any point of time upon giving 30 days' notice or salary (Gross) in lieu thereof, with or without assigning any reason by the company. You are also at liberty to resign from the services of the Company by giving 30 days' notice in writing or payment of an amount equivalent to 30 days salary (Gross) in lieu of notice. Further, unless otherwise communicated to you in writing.

**(i) Termination without notice:** In the event of termination on the ground of involvement in criminal or immoral activities, on the disciplinary grounds including but not limited to embezzlement, fraud, gross negligence, incorrect information found during background verification, willful misconduct, or a material violation of Company policies or you are found to be absconding from the services of the Company or for any other reasons causing grievous loss / damage / disrepute to the Company / its directors/senior officials, your termination will be immediate and without any notice or compensation.

**(ii)** In the event of your resignation from the services of the Company, you will be required to give the Company 30 days written notice. The notice period has to be served in full, unless otherwise agreed by the Company in writing. In case of failure to give the above notice period, the Company shall have the right to deduct the salary in lieu of the notice period and you will not be eligible to be hired by the Company in future. You shall, on ceasing to be the employee of the Company for any reason and in addition to the obligations under the Non-Disclosure and Confidential Information Agreement, forthwith return all Company properties, movable and immovable, including all Company information and data in any form, files, reports, memoranda, software, credit cards, door and file keys, computer access codes, laptops, desktops, and such other property which you received or in possession or prepared in connection with your employment with the Company.

### **Confidential Information**

As an employee, you may come into possession of information confidential to the Company and agree to keep confidential, the Company's proprietary and confidential information obtained at any time during the period of your employment in the Company. Confidential information includes, and is not limited to, course material, videos, financial documents and other relevant documents. You shall not disclose such Confidential Information to any person. You shall not make any copies of the Confidential Information. You shall not disclose, reproduce, or use any Confidential Information for any purpose except solely in connection with your performance in the Company. Your obligations with respect to confidentiality shall be more fully detailed under the Employee Non-Disclosure Agreement executed by you with the Company and you shall always be bound by the provisions laid therein.

### **Alternate Employment:**

During the period of service with the organization you will not accept or perform any part-time or other work for remuneration without obtaining prior sanction from the organization.

### **Leave:**

In case of any leave taken under unforeseen circumstances, for which prior approval was not taken / obtained immediate information will be required to be sent. In case if you fail to do so, management will have the right to take action against you as per company's rule.

**Indemnity:**

You hereby agree to indemnify and keep indemnified and hold the Company harmless from and against any loss, claim, damage, costs, taxes, duties, additions, penalties, interest thereon or expenses of any kind, including reasonable attorney's fees, incurred/sustained, or caused to be incurred/sustained by the Company on account of:

- (a) Any act or omission by you.
- (b) Contravention of any of the terms, conditions, covenants of this letter or the Employee Non-Disclosure Agreement.
- (c) Any representation or warranty or information furnished to the Company found to be false.
- (d) Violation/non-compliance with any laws/rules/regulations while rendering the services; and/or
- (e) Failure to adhere to the standards/specifications/policies of the Company.
- (f) Indulgence in any immoral, unethical and criminal activities.

**Increments:**

Your increments and future prospects in the company shall entirely depend on your Appraisal. Appraisal depends on efficiency, hard work, and regularity in attendance, sincerity, good conduct, Company's performance, and such other relevant factors as adjudged by the management.

**Reference Check:**

Your appointment will be subject to the organization receiving satisfactory references, please furnish the name of the references, who have supervised you in a professional capacity at some stage in your professional career. Notwithstanding anything contained in the above paragraphs, your services may be terminated by the organization if you are found to be indulging in acts of Commission / Omission which may be prejudicial to the interest of the organization, or any act of dishonesty, disobedience, insubordination or any other misconduct or neglect of duty or incompetence in the discharge of duty on your part.

**Past Records:**

If any declaration given or furnished by you to the company proves to be false or if you are found to have willfully suppressed any material information in such case, you will be liable to removal from service without any notice.

**Consequence of breach of terms:**

Notwithstanding anything contained in this letter, should you contravene or breach any of the foregoing terms and conditions of service, the Company will be entitled to terminate your service forthwith, without compensation, notice period or salary in lieu thereof and without prejudice to other legal rights / remedies available to the company. However, no notice would be required to be given by the management in case the employee has concealed / suppressed information or is found guilty of gross indiscipline, fraud, misappropriation or acting against the interest of the office.

**Non-Solicitation or No-Poach of Employees:**

You agree that you shall not either directly or indirectly solicit, induce, recruit or encourage any of NetAmbit's including its affiliate companies employees to leave their employment, or take away such employees, or attempt to solicit, induce, recruit, encourage or take away employees of NetAmbit, either for yourself or for any other person or entity during the tenure of employment with NetAmbit and for a period of one (1) years immediately following the termination of the employee relationship with NetAmbit for any reason whatsoever, whether with or without cause. You hereby agree to fully indemnify and hold NetAmbit harmless from any loss claim, damage, costs or expense of any kind whatsoever by virtue of breach of this non-solicitation or no-poach of employee's clause by you.

We have a formal committee for prevention of sexual harassment at workplace guided by our internal policy and governed by The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 (hereinafter "Act"). We provide training at regular intervals as per the provisions of the Act. You are hereby advised to kindly make a note of the contact details of the committee members and report immediately to [posh@netambit.net](mailto:posh@netambit.net), in case you have any complaint of Sexual Harassment as defined in the Act.

**Dual Employment: -**

As per our company's policy & code of conduct, we do not allow any direct or indirect association with any entity or establishment (commercial or Non-commercial nature) in whatsoever capacity.

**Relative Declaration: -**

The Company does not promote and/or hire relatives in the Company or with any of our client where you are being deputed. Members of a Personnel's immediate family (defined as parents, children, spouse, siblings, grandparents, and those same relationships engendered by in-laws, adoptions and step - families) and members of a Personnel's household shall not be considered for employment as a regular practice. However, such cases can be considered on case-to-case basis subject to certain conditions as imposed by the Company. In case, the facts are found to be concealed, your employment shall be liable for termination and/or such other actions as deemed fit in the Company's sole discretion.

**Code of Conduct: -**

Please read the Company's Code of Conduct (hereinafter "COC") carefully and you are hereby advised to abide by the COC. The COC document must be signed physically and/or digitally, indicating that it has been received, read and understood, and agreed to and shall be complied with. In case of any breach of the COC (Code of conduct), the Company shall take such actions as deemed fit in its sole discretion, without any cost and/or consequence to the Company.

**Disclaimer for No Financial Favors for hiring: -**

We as a Company do not charge any fee / amount for hiring and also do not ask any agency engaged by us for the same. You are requested to kindly sign the undertaking, declaring that you have not paid any fee / amount in cash or kind to your employer or to any other agency engaged by your employer for seeking the current employment.

**Relocation to any client, anywhere in India: -**

As per your employment terms, your services can be transferred anywhere in India and to any of our clients as per company's requirement and/or discretion.

**Criminal Record Disclaimer: -**

You are hereby required to disclose to us and/or to our client at your deputation location about any legal and/or criminal proceedings, either filed against you in the past and/or pending against you. In case, any false information so furnished and/or concealed is brought to our notice, your employment shall be terminated at the discretion of the Company.

**General:**

You are required to submit the following documents if you have not submitted the same earlier:

- a. Certification in support of your education, experience, date of birth and other testimonials in together with copies thereof.
- b. Two copies of your recent passport size-colored photographs

- c. Two copies of Postcard size colored Photograph, if entitled for E.S.I. benefit.
- d. Relieving letter from your last employer in case you were employed.

Further, this letter of appointment is issued to you based on the information provided and representations made by you in your resume and/ or other documents, information, declaration submitted during the interview process or otherwise. This is issued to you based on the assumption that your qualifications, Experience and other details are correct and accurate. It also assumes that you have not withheld any material information, including education qualification, which would have affected your appointment with the

Company, your conduct in the earlier organizations was appropriate and that you were not terminated due to any reasons of misconduct, misappropriation, or misbehavior or otherwise.

- a. This letter is subject to your providing the company with self-attested copies of documents in support of your qualifications/experience and other details provided by you.
- a. The company may at its absolute discretion conduct background checks on the information provided by you through an authorized third party / or otherwise. In case it is found by them that your qualifications and experience, other documents, declaration, information or details are false / not correct or your conduct in your earlier employments was not appropriate and if you are found engaged in activity which is against the interest of the Company, the Company reserves the right to take appropriate civil and/or criminal course of action which includes but is not limited to termination of employment, claiming compensation, forfeit of salary & full & final settlement dues etc.

### **Relieving:**

In case of leaving the company, you will return to the company all papers / documents i.e. [ID Cards, Laptop, Pen drive, Mobile] or any other item belonging to the company.

### **Arbitration:**

In the event of a dispute, the company will issue a notice to you & you shall be liable to reply to such notice by the company within 15 days of issuance of such notice. In the event of failure by you to reply to this notice within stipulated time period as above said, the dispute shall be referred to an arbitrator who will be solely appointed by the company. The decision of the arbitrator so appointed shall be final & binding upon you. The letter of appointment is subject to exclusive jurisdiction of Delhi & the rules of Arbitration & Conciliation Act of 1996 will be applicable.

### **Change of Address:**

Any change in your status of residential address should be notified in writing to the company. We welcome you to **NetAmbit ValueFirst Services Private Limited** and look forward to having a long and mutually beneficial association with you.

**For NetAmbit ValueFirst Services Private Limited**

### **Authorized Signatory**

The terms of your employment contract detailed above are strictly confidential and should be treated as privileged information's between yourself and the Company. You are expected to maintain such information appropriately.

I have read and understood the above terms and conditions of the appointment letter and hereby give my acceptance of the same.

Signature\_\_\_\_\_

**Deemed acceptance of terms of Appointment**

You are requested to provide your acceptance to this Appointment letter within 24 hours from the receipt of this letter, in case we don't received the confirmation and you have not rejected the Appointment / joined the company/ started providing your services then it shall be deemed that you have agreed, acknowledged and accepted explicitly all the terms mentioned in this Appointment Letter.

## Annexure

**Name: - Pankaj Yadav**

**Designation: - Store Manager**

<b>Description</b>	<b>Monthly</b>
Basic	15000
HRA	7500
Special Allowance	2300
Statutory Bonus	1250
<b>Gross Salary</b>	<b>26050</b>
Employee PF Contribution	1800
Employee ESIC Contribution	0
<b>Take Home</b>	<b>24083</b>
Employer's PF Contribution	1800
Employer's ESIC Contribution	0
Accidental + Life Insurance	0
<b>CTC</b>	<b>28000</b>
<b>Annual CTC</b>	<b>336000</b>

\* The above mentioned salary is subject to Income Tax deduction per the prevailing IT rules.