

29/12/2020

Mr. Vikas Verma  
H.No-1523-A, Maruti Vihar,  
Chakarpur(74) Chakarpur,  
Gurgaon, Haryana-122002

### APPOINTMENT LETTER

Dear Mr. Verma

Reference with effect from 05-12-20 to your interviews with us, we are pleased to appoint you as

"Manager-Planning & Procurement", to be based at Delhi. The terms and conditions of your appointment are given below:

1. You will be extended an annual CTC of Rs.10,35,600/- (Rupees Ten Lakhs thirty five Thousand six hundred only) that includes all allowances entitled for your position. The break-up of your salary is enclosed as per annexure I

### TERMS AND CONDITIONS OF APPOINTMENT

1. You will be governed by the service rules of this company as may be applicable to you from time to time
2. Your appointment will be subject to your being medically fit at the commencement of and at any time during the tenure of your employment with the company. The company has a right at all times to send you for a medical check-up to ascertain your fitness for the job. If found unfit for employment the same shall be the reason for the termination of your employment.
3. During the Employment Period, your duties and nature of work will be as mentioned in Annexure II.
4. During the Employment Period you shall be required to report to "Managing Director".
5. You shall submit the required documents in original within 2 working days of joining. A list of required documents will be handed over to you with the offer letter and you shall be required to furnish the joining documents as requested or required by LGF Sysmac to complete the joining process of the employee.
6. During your employment period with LGF Sysmac you shall always act in good faith and exercise due care towards handling any property of LGF Sysmac.
7. Upon signing, any subsequent modification/change in the nature of work or place of work shall not affect the validity or applicability of this appointment letter.
8. You will be on probation for a period of Six (6) months. You will not be considered as a confirmed employee until and unless an order is issued in writing confirming you in the services of the company. The period of probation will be deemed to have been extended for a further period of three (3) months in case no letter is issued to you in confirmation of your services. However, the period may not exceed one year in all, during or at the end of which your Services can be terminated without giving any notice and/or assigning any reason whatsoever or any compensation thereof. During the probation period you shall make all endeavors to familiarize with all rules, policies, practices etc. of LGF Sysmac. The same shall be applicable to you in addition to this appointment letter.

LGF SYSMAC (INDIA) PVT. LTD

Corporate address : 402-403, Tower C, NDM-2, Netaji Subhash Place, New Delhi-110034

CIN : U74899DL2000PTC104302

T +91 11 47348888 F +9111 47348899 E info@lgfsysmac.com

Works - Unit 1 : Plot No. 1873, HSIIDC, Rai Industrial Area, Sonapat, Haryana - 131029



9. During the probation period, LGF Sysmac may at its discretion terminate your services without giving any notice period or salary in lieu thereof.
10. You shall, except during vacation periods or absences due to illness, devote substantially all of your professional and business time, attention and energies to your duties and responsibilities hereunder. In carrying out such duties and responsibilities you shall adhere and follow all the rules, regulations, policies etc., whether written or verbal, announced by LGF Sysmac from time to time. No full-time or part-time employment/work outside LGF Sysmac shall be accepted by you as it will be considered a material breach of the terms of this appointment letter resulting in termination of your services without any notice period or salary in lieu thereof.
11. The normal working hours are 9.00 AM to 5.30 PM from Monday to Saturday every week except for second and fourth Saturday's.
12. Salary for the previous month will be paid by the end of first week of every month. If the last day of week is Saturday, Sunday or any public holiday, the salary shall be disbursed in next two working days.
13. You shall be eligible to receive salary increases and bonuses in accordance with the compensation policies of LGF Sysmac from time to time except as otherwise set forth in this appointment letter.
14. You agree to keep your cost to company ('CTC') and compensation details confidential, and not divulge any details of compensation under this appointment letter to any person either employed at LGF Sysmac or otherwise.
15. The expenses which are incurred in the course of your employment shall be reimbursed by LGF Sysmac pursuant to, and to the extent permitted by, the expense reimbursement policies of LGF Sysmac from time to time.
16. You shall be entitled to holidays and leaves as per the internal leave policy of LGF Sysmac. However, at times you may be required to work on public holidays or on weekends as per the instructions of LGF Sysmac.

#### 17. Termination of Employment ( by LGF Sysmac)

A. During the employment period, your employment may be terminated by LGF Sysmac, on the occurrence of any one or more of the following events:

I. Death;

II. You become mentally or physically impaired or disabled and are unable to perform your material duties and responsibilities hereunder;

III. For "Cause", which shall mean any or more of the following and could be in effect immediately without requiring any notice period or salary in lieu thereof:

- a) The willful failure to substantially perform your duties hereunder (including the breach of any provision of clauses 20 and/or 21 hereof), for reasons other than death or disability;
- b) The under-performance or inability to substantially perform your duties in a timely manner due to the lack of required knowledge and/or skills;
- c) Conviction in a criminal case;
- d) If you commit an act constituting fraud, deceit or material misrepresentation with respect to LGF Sysmac;



**LGF SYSMAC (INDIA) PVT. LTD**

Corporate address : 402-403, Tower C, NDM-2, Netaji Subhash Place, New Delhi-110034

CIN : U74899DL2000PTC104302

T +91 11 47348888 F +9111 47348899 E info@lgfsysmac.com

Works - Unit 1 : Plot No. 1873, HSIIDC, Rai Industrial Area, Sonapat, Haryana - 131029



- e) Willful refusal or willful failure to act in accordance with any lawful and reasonable direction or order of your senior at LGF Sysmac, or habitual material neglect, which continues after you have been given thirty days' prior notice and the opportunity to cure;
- f) Addiction to any alcoholic, controlled or illegal substance or drug and/or violates LGF Sysmac's policy regarding controlled/alcoholic substances;
- g) In case you commit any act or omission which would give LGF Sysmac the right to terminate your employment under applicable law or which causes LGF Sysmac to suffer a grave loss;
- h) You become of unsound mind;
- i) If you make remarks of indecent nature or spread/participate in rumors which make the working environment unhealthy for a co-worker or may cause losses to LGF Sysmac;
- j) You are found harassing (Sexually, gender or racial bias) your co-worker(s);
- k) You will fully and intentionally act in any way that has a direct, substantial and adverse effect on LGF Sysmac's reputation;
- l) It comes to light that you have furnished forged documents relating to educational/professional qualifications /experience and previous emolument documents.
- m) You take up any part-time or full-time work without the knowledge of the directors and your supervisor at LGF Sysmac ;
- n) You as an employee may at the discretion of the manager receive a warning in lieu of termination for incidents of misconduct or behavior deemed unbecoming of your position.

B. LGF Sysmac may terminate your employment "without cause", at any time by delivering a 30 day prior notice or by paying the equivalent of 30 days of your Salary.

C. LGF Sysmac can terminate your employment without any notice period or salary in lieu thereof in cases of misconduct, theft, improper behavior with office staff, in-subordination, failure to achieve targets set by the company, drunkenness, willful absence for three (3) or more consecutive days from office without permission, willful disobedience of office instructions, causing damage to the reputation of the company, using any official information for personal gain or for harming business or bringing disrepute to the company, acting in collusion with any competitor or in any similar case deemed fit by the company.

D. Your services can be transferred anywhere in India. Refusal to accept transfer during the course of employment from one place/branch/office/work-place to another within or outside Delhi/NCR shall constitute gross misconduct liable for termination as per clause 17.C of this appointment letter.

E. In the event that any willful or negligent act of yours leads to any loss or damage of property of LGF Sysmac, then you will be liable to make good such loss or otherwise LGF Sysmac will recover the amount either through deductions from your salary or through an appropriate legal procedure to this effect.



**LGF SYSMAC (INDIA) PVT. LTD**

Corporate address : 402-403, Tower C, NDM-2, Netaji Subhash Place, New Delhi-110034

CIN : U74899DL2000PTC104302

T +91 11 47348888 F +9111 47348899 E info@lgfsysmac.com

Works - Unit 1 : Plot No. 1873, HSIIDC, Rai Industrial Area, Sonapat, Haryana - 131029



### 18. Terms:-

- A. unless sooner terminated pursuant to other provisions hereof, the lock-in period of thirty months is applicable and thereafter for such period, if any, as may be agreed upon in writing by employee and company.
- B. That during the lock-in period the employee shall have no right to leave the service of the company. However the company reserves the right to terminate the employee during the annual appraisal within the lock-in period if employee fails to achieve the minimum agreed net profit/target of the company.
- C. That after the expiry of the lock-in period of thirty months both the employer and the employee have the right to discontinue the service by giving 3 (three) months' notice to the other party or pay salary in lieu of the notice period to the other party.

### 19. Termination By employee

If you at any stage terminate your employment by tendering resignation, in such a case you are required to give LGF Sysmac 90 days advance notice, in writing or forfeit 90 days salary in lieu thereof. In such a circumstance you may also forfeit any other amount due from LGF Sysmac. As per this agreement you cannot leave the company in the middle of the projects, despite having served the notice period. The company holds the authority on final decision for taking any actions against such an Act.

### 20. Obligations upon Termination

upon proper termination of the employment (by LGF Sysmac or by you) as per this appointment letter for any reason, LGF Sysmac shall pay you, at the time of such termination, in a lump sum, an amount equal to any accrued but unpaid salary, and other normal accruals, as on the date of such termination together with unreimbursed costs and expenses incurred by the employee in the course of his employment provided such payment is not precluded under any clause of this appointment letter.

### 21 Confidentiality and Nondisclosure of Information

You rights and duties with respect to confidentiality and non-disclosure of information shall be governed by a separate agreement to this effect, dated 29Dec,2020.

### 21. Legal Title to All Work Products

LGF Sysmac shall be the exclusive owner of, and hold all intellectual property rights to, all proprietary or confidential information and other work products developed, researched, maintained or designed by you ("work product") during your employment period. You will be prosecuted under the applicable civil and criminal laws if you are found in possession of work product without explicit permission from LGF Sysmac at any time, both during and after the term of employment.



**LGF SYSMAC (INDIA) PVT. LTD**

Corporate address : 402-403, Tower C, NDM-2, Netaji Subhash Place, New Delhi-110034

CIN : U74899DL2000PTC104302

T +91 11 47348888 F +9111 47348899 E info@lgfsysmac.com

Works - Unit 1 : Plot No. 1873, HSIIDC, Rai Industrial Area, Sonapat, Haryana - 131029



22. Should the company at any time be willing to sponsor you for any training programme it shall be obligatory on your part to execute a service bond before the training undertaking to serve the company for minimum period as may be specified at the sole discretion of the management, and as per the terms and conditions set out by the company.
23. Should the company incur any ancillary expenses towards training and development of your skills upon your appointment, the company reserves the right to indemnify those expenses from you in case you resign / leave the company on or before six months of your appointment.
24. Should the company incur any ancillary expenses towards your overseas training, you will continue to provide services to the company for a minimum period of two (2) years from the date of your return from overseas training to India. during the said period, you shall not seek employment, technical consultancy with any other employer/ LGF Sysmac's competitor or actively engage or be employee in any other business or similar business as that of the company. Your failure to serve the company as aforesaid shall be a breach of the clause (of which the company will be sole judge) with all its legal consequences. You shall be liable to pay the company as and by way of liquidated damages an approximate sum of actual expenses incurred by the company plus the technical consultation fee & other benefits paid during the training period. A separate agreement in this regard may need to be entered in case required by the company in due course of time.
25. You acknowledge that LGF Sysmac will suffer irreparable damage and will not have an adequate remedy at law in the event of a breach of clauses 20 and 21 of this appointment letter, and that LGF Sysmac will be entitled to institute and launch proceedings in any court of competent jurisdiction to enjoin you from violating any such clause or to compel performance of your obligations mentioned herein. Injunctive relief shall be in addition to any remedy to which LGF Sysmac may be entitled to, at law or in equity.
26. This appointment letter shall be construed in accordance with, and governed by the laws of India. The Courts situated at New Delhi shall have exclusive jurisdiction over any dispute arising under this appointment letter.
27. Acceptance of any amounts pursuant to termination of this appointment letter shall constitute a full and complete release of any and all claims that you may have against LGF Sysmac, its officers, directors and affiliates, including, but not limited to, claims you might have relating to your cessation of employment with LGF Sysmac.
28. If any one or more of the provisions of this appointment letter shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

29. All notices required or permitted to be given under the provisions of this appointment letter shall be in writing and delivered personally or by certified or registered mail, return receipt requested, postage prepaid, email or given by a nationally recognized courier service providing for proof of delivery to the following persons at the following



**LGF SYSMAC (INDIA) PVT. LTD**

Corporate address : 402-403, Tower C, NDM-2, Netaji Subhash Place, New Delhi-110034

CIN : U74899DL2000PTC104302

T +91 11 47348888 F +9111 47348899 E info@lgfsysmac.com

Works - Unit 1 : Plot No. 1873, HSIIDC, Rai Industrial Area, Sonapat, Haryana - 131029



addresses, or to such other persons at such other addresses as any party may request by notice in writing to the other party:

If to the Employee:

Addressed to: Vikas Verna

**Permanent Address:-**

Mr. Vikas Verma  
H.No-1523-A, Maruti Vihar,  
Chakarpur(74) Chakarpur,  
Gurgaon, Haryana-122002

**Present Address:-**

Same as Permanent Address

Addressed to: LGF Sysmac:

402-403, Tower C, NDM-2, Netaji Subhash Place,  
New Delhi, 110034

Email: info@lgfsysmac.com

30. Any change of address shall be notified to the other party within three (3) working days of the occurrence of such change.
31. This instrument along-with the Non-Disclosure agreement and other internal policies of LGF Sysmac contains the entire understanding and agreement relating to the subject matter hereof and all prior oral and written agreements are extinguished, and neither this appointment letter nor any provision hereof may be waived, modified, amended, changed, discharged or terminated, except by an agreement in writing signed by the party against whom enforcement of any waiver, modification, change, amendment, discharge or termination is sought.
32. This appointment letter may be executed in counterparts, each of which constitutes an original, but all of which constitute one document.
33. This appointment letter shall be binding on the successors and assigns of LGF Sysmac and shall ensure to the benefit and be enforceable by and against its successors and assigns. This appointment letter is personal in nature and may not be assigned or transferred by you without the prior written consent of LGF Sysmac .
34. No failure, delay by or omission of any party in exercising any right, power, privilege or remedy under this appointment letter shall operate to impair such right, power, privilege or remedy or be construed as a waiver thereof. Any single or partial exercise of any such right, power, privilege or remedy shall not preclude any other or future



LGF SYSMAC (INDIA) PVT. LTD

Corporate address : 402-403, Tower C, NDM-2, Netaji Subhash Place, New Delhi-110034

CIN : U74899DL2000PTC104302

T +91 11 47348888 F +9111 47348899 E info@lgfsysmac.com

Works - Unit 1 : Plot No. 1873, HSIIDC, Rai Industrial Area, Sonapat, Haryana - 131029



exercise thereof of any other right, power, privilege or remedy. The rights and remedies provided in this appointment letter are cumulative and not exclusive of any rights and remedies provided by law.

35. The captions of the clauses hereof are for convenience only and shall not control or affect the meaning or construction of any of the terms or provisions of this appointment letter.

36. LGF Sysmac follows a very strict policy against any kind of pilferage or theft. If at any time you are found guilty of pilferage or theft of any item or product owned by or in possession of LGF Sysmac, the same will be reported immediately to the concerned police station in addition to any criminal or civil remedy available.

If you accept the appointment on the aforesaid terms and conditions, please sign the declaration on the enclosed duplicate copy of this letter in token on your having accepted these terms and conditions and return the same to us for our record.

Please submit duly attested copies of proof of age, proof of residence, relieving order / salary certificate from the last employer, copy of highest degree of education and also 2 passport size photographs.

We have pleasure in welcoming you and trust you will have many happy and mutually beneficial years of service with us.

Yours truly,

For LGF SYSMAC (INDIA) PVT. LTD.

  
  
 Manager - HR & Admin

#### DECLARATION

I have carefully read and understood the above terms and conditions contained in this appointment letter and also conditions of service and service rules of the company. The above terms and of service and service rules have also been read out and explain to me and I confirm having accepted the appointment on the above terms and conditions without any reservations and have received the original copy of the appointment letter.

Signature \_\_\_\_\_  


Date \_\_\_\_\_  


LGF SYSMAC (INDIA) PVT. LTD

Corporate address : 402-403, Tower C, NDM-2, Netaji Subhash Place, New Delhi-110034

CIN : U74899DL2000PTC104302

T +91 11 47348888 F +9111 47348899 E info@lgfsysmac.com

Works - Unit 1 : Plot No. 1873, HSIIDC, Rai Industrial Area, Sonapat, Haryana - 131029



Salary Structure - M-3					
Components		Max limits	Definition	Monthly	Annually
Component A	Basic	X	taxable	INR 37,000.00	INR 4,44,000.00
	HRA	Y	taxfree upto a specific limit	INR 18,500.00	INR 2,22,000.00
	<b>Total of A</b>	X+Y		<b>INR 55,500.00</b>	<b>INR 6,66,000.00</b>
	Sodexo Meal Pass (optional)	INR 3,600.00	will be provided by the organization	INR 0.00	INR 0.00
	<b>Total of B</b>			INR 0.00	INR 0.00
Component C	Management Allowance		Differential of (Basic + HRA + Reimbursement)- Allowance)	INR 18,500.00	INR 2,22,000.00
<b>Total Gross=A+B+C</b>				<b>INR 74,000.00</b>	<b>INR 8,88,000.00</b>
Employee PF				INR 1,800.00	INR 21,600.00
<b>Net Salary*</b>				<b>INR 72,200.00</b>	<b>INR 8,66,400.00</b>
Employer PF				INR 1,800.00	INR 21,600.00
Medi-Claim (Approx)**				INR 500.00	INR 6,000.00
Transport Allowance (Cash)				INR 10,000.00	INR 1,20,000.00
Incentive***				INR 0.00	INR 0.00
<b>Total</b>				<b>INR 86,300.00</b>	<b>INR 10,35,600.00</b>
Bonus****				INR 0.00	
<b>Total CTC</b>				<b>INR 10,35,600.00</b>	

\*Sodexo passes to the value of INR 3,600 will be provided every month along with net salary.

\*\*Medi-Claim will be calculated on the basis of number of dependants (Self + Spouse + Kids upto maximum of 2)

\*\*\*Incentive is to be calculated on the Achievement of Actual Sales as per the targets and policy on incentives.

\*\*\*\*Bonus is applicable after completion of 10 months continuous journey with the organisation. ..




LGF SYSMAC (INDIA) PVT. LTD

Corporate address : 402-403, Tower C, NDM-2, Netaji Subhash Place, New Delhi-110034

CIN : U74899DL2000PTC104302

T +91 11 47348888 F +9111 47348899 E info@lgfsysmac.com

Works - Unit 1 : Plot No. 1873, HSIIDC, Rai Industrial Area, Sonapat, Haryana - 131029

