



Provisional offer of Appointment

SBETTND887

12-04-2023

Mr./Ms Yash Srivastava

Congratulations!!!

We are pleased to appoint you in our company as **“L1 Support Engineer-Networking / L1 Service Desk Engineer-Networking/Data Centre operator”**. You shall be based at Our Client Preferred Location.

1. COMMENCEMENT OF EMPLOYMENT

- Your employment will be effective only, after filling the **Joining form of our Client**. Duties and Functions of your employment may be modified at the discretion of the Company from time to time.
- This offer of appointment is valid only till the date of joining, you have accepted and Committed as above and it will be automatically ceased in the event of your not joining us by the said date.
- You will perform and discharge all duties and functions assigned by the company in a faithful, competent and professional manner.
- The Project Process is hold by the client, if the project shuts down or gets cancelled, The Company is not liable to pay any compensation.

2. CODE OF CONDUCT

You need to maintain proper discipline, dignity and deal with all matters with sobriety. You must agree to observe work timings and holidays as applicable.

3. DUTIES

- You are entrusted with duties that may be modified at the discretion of the company from time to time. You shall comply with all operating policies, procedures and practices of the company.
- You shall to the best of ability and experience devote your whole working time, attention and energies to the business of the company as may be necessary and shall use best endeavours to promote the interest and welfare of the Company. The Company shall be entitled to all the benefits and profits arising from such work and efforts.



- During the term of Agreement, you shall not directly or indirectly engage in any other business occupation or employment, whether or not such activity is pursued for profit, gain or other pecuniary advantage and shall not render any other commercial or professional services or participate in any other commercial activity.
- The Job shift can be rotational.

4. REMUNERATION

- Your starting gross remuneration package on cost to company basis (inclusive of all the Company's contribution) shall be INR. 18,500 per month Cost to Company for six months. **TDS (if any) will be deducted as per government rule.** Salary Revision can be done after Six Month up to 2.7 Lakh Per annum Cost to Company under Specific Conditions. Your Salary will be started crediting the moment you get deployed to our client.
- Be acknowledge that we are not committed to credit the salary before client deployment.

5. Minimum Service Tenure

- If the candidate attends the training but refuses in mid of training or doesn't attempt the Versant Test, will be fined with INR 15,000/-

6. NOTICE PERIOD / Full and Final Settlement

- It is mandatory to provide Three months' notice, failing to do so **will not entitle you for ANY salary.**
- Full and Final settlement will be done in 45 days from the last working day.

7. TERMINATION

This agreement may be terminated during its term upon the occurrence of any of the following events:

- Any act of dishonesty, disobedience, insubordination, incivility, intemperance, irregularity in attendance or other misconduct or neglect of duty, or incompetence in the discharge of duty on your part of the breach of any of the terms, conditions and stipulations contained herein.
- Divulge or disclose, either directly or indirectly, any of the Confidential Information either by way of transfer, sale, theft, misappropriation, publication, misuse or wrongful or unauthorized use of the Confidential Information or otherwise.



8. CONFIDENTIALITY

In consideration of the employment with the Company and the remuneration that you shall receive during the employment, you agree to the following:

- You will not, either directly or indirectly, both during and after the Term of Agreement, without the Company's prior written permission, disclose, divulge, disseminate, publish, lecture upon, sell or transfer to any person, or permit any person to examine or make copies, of any documents, writings, drawings, materials or records that contain or are derived from any confidential Information.
- You will comply, and do all the things necessary to permit the Company to comply, with all the applicable laws and with the provisions of the contracts executed by the Company relating to intellectual property & safeguarding of information, including the Signing of any Confidentiality agreements if any, required in connection with the Performance of duties and function.
- All programs, system logins, manuals, literatures etc. developed by you while in company service will at all times be deemed to be the sole property of the company. Also, the company will at all times have the sole proprietary right in any new system which you may develop while in company's service.

9. Checklist before Joining

We request you to produce us with a true copy of the below for our records.

- ✓ Age proof.
- ✓ Offer letter, relieving and experience letter from the previous employers if any.
- ✓ Educational certificates.
- ✓ 3 passport size photographs and Aadhar card.
- ✓ Salary certificate from the previous employer if any.
- ✓ PAN Card



SmartBrains Engineers & Technologist Pvt. Ltd.

A-25, Sector - 59, Noida - 201301

Tel.: 0120-4104995, E-mail: info@smartbrains.in

CIN - U80301DL2009PTC196925

We take pleasure in welcoming you and look forward to a mutually meaningful and long association.

In token of your acceptance of this offer, kindly sign and return the duplicate copy.

Sincerely,

For SmartBrains Engineers & Technologist Pvt. Ltd.



**Binit Kumar
Manager**

I agree to accept the offer on the above-mentioned terms and conditions.

Yash Srivastava

Dated: 12-04-2023

Acceptance



SmartBrains Engineers & Technologist Pvt. Ltd.

A-25, Sector - 59, Noida - 201301

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CIN - U80301DL2009PTC196925

Cost To Company (CTC) Breakup		
Particulars	Monthly	Yearly
Basic Salary	10000	120000
House Rent Allowance	5000	60000
Medical Reimbursement	0	0
Transport Allowance	0	0
Other Allowance	1659	19908
Total Gross Earnings	16659	199908
Contributions		0
Employee PF Contribution	1200	14400
Employer PF Contribution	1300	15600
Professional Tax	200	2401
Employee ESI	125	1500
Employer ESI	541	6492
Total Contributions	3366	40396
Take Home	15134	181609
Cost To Company	18500	222000

* Any tax liabilities arising out of the remuneration will be deducted as per the Income Tax rules

Professional tax Deduction is not Applicable in Uttar Pradesh