

Date: 6<sup>th</sup> August 2022

Mr. Tishya Chakraborty  
CHAKRAS, ward no. 10, Vivekanandapuram,  
Racecourse Para, Jalpaiguri, West Bengal 735101  
Phone: 9907462364, Email: chakrabortytishya@gmail.com

Employee No: 8044

**Mr.**Tishya Chakraborty,

#### Appointment Letter

We are pleased to appoint you in our organization as **“Talent Acquisition Specialist”**, subject to the following terms and conditions:

1. Your employment will commence from **10<sup>th</sup> August 2022** during which you will render services to our Client at their premises subject to the terms and conditions and in accordance to the instructions received by you from us or any other authorized person and will be bound by our rules and regulations.

2. You hereby agree to be liable for the following terms and conditions (i) fully perform the services, in a professional manner, at the Client’s location until the completion of the term of the work assignment. (ii) During the term of the work assignment, render services exclusively to the Client and such performance shall not be inconsistent with any obligation you may have to other third parties. (iii) Not engage in any conduct which is detrimental to the interest of the Client or Aspigile. (iv) Not receive any payments of any nature directly or indirectly from the Client unless agreed to by Aspigile. (v) Neither directly nor indirectly offers you for employment with the Client or its affiliates during the period of the work assignment without prior permission of Aspigile. (vi) Extend all cooperation to the Client’s employees, consultants, representatives, etc., and do all such things as may be necessary and comply with all terms of the Appointment letter to effectively undertake the work. (vii) Report and be present at the designated location during the working hours mentioned herein and abide by the rules and regulations as required by the Client. (viii) Comply with the safety, health and other rules and regulations of Aspigile and the Aspigile Client that you have been made aware of. (ix) During the course of your employment, you can be transferred to a location within the territory of India as and when required by Aspigile for executing the services provided herein.

3. Separation Clause: Either party may terminate this Employment Letter by issuing 30 days’ notice in writing or payment thereof.

4. Termination of this letter of engagement shall not affect the obligations of the parties that have been incurred prior to such termination and Aspigile shall promptly settle all your dues after making the applicable deductions.

5. You agree to defend, indemnify and hold Aspigile or the Client harmless from all claims, damages, liability, attorney's fees and expenses because of your failure to satisfy any of your obligations under this Employment letter or for misconduct or for violation of any law or creation of any legal liability by you.

6. Any dispute between you and Aspigile shall be referred to a sole arbitrator appointed by Aspigile. The arbitration shall be conducted in English language, in accordance with the Arbitration and Conciliation Act 1996, at Hyderabad, Telangana, India. This Engagement Letter shall be governed by the laws of India.

7. Details of your salary breakup will be as per the Annexure attached herein. You hereby authorize Aspigile to make all salary payments required to be made to you by Aspigile including all reimbursements either by way of cheque or by directly crediting the amounts to your bank account.

8. The salary payout will be made latest by 1<sup>st</sup> Working day of the following month.

9. You will be entitled to an employer's contribution of Provident fund to the extent of 12% of your basic salary. You will also be covered under Medical and Accident Insurance and will be entitled to all other statutory benefits whichever is applicable during the employment period. It is hereby clarified that if you fail to submit the PF, Gratuity (payable as per the govt policy) nomination forms together with any other document as required under the applicable labor legislations, Aspigile shall not incur any liability with regards to any Claims under the said applicable labor legislations.

10. Leave benefits will start from day one of your joining. During your probation period that is of 6 months It is 6 leaves and calculated on prorata basis. After Probation period you will be entitled to have 12 leaves per year. Plus, you get 10 – 12 national holidays as per the Client holiday calendar.

11. In addition to the terms contained herein, your relationship with Aspigile may be subject to such other additional terms and conditions as may be communicated to you from time to time in writing by Aspigile and you hereby agree to have read and clearly understood the terms of employment provided in the Service Rules, which is attached herein.

12. You are expected to perform well during your probation period, if there is any negative feedback with the customer you are working in the first 6 month, this may lead to termination. You will be on observance or probation period for first 6 month, if your performance is not up to satisfactory level, this may lead to termination.

We at Aspigile would like to create an environment and culture committed to co-operation, quality and responsiveness that permeates every activity. As a new entrant we would like you to add value to this process. Please return the copy of the Offer Letter enclosed after affixing your signature at the appropriate place on the Office Copy in token of your having read, agreed, fully understood and accepted the terms and conditions of appointment. Please send the signed & scanned acknowledgement by replying to this email. In case we do not receive your acknowledgement copy, your employment at Aspigile with the acceptance of your first salary from Aspigile will be conclusive proof of your acceptance in accordance of terms and conditions.

Aspigile neither accepts any consideration in the form of any cash or kind nor supports any policy of accepting such consideration by any third party for providing employment to prospective candidates. In the event you have paid any such amount to any employee, Officer, representative of Aspigile kindly bring the same to the immediate notice of your superiors or report the same to Aspigile through email or through the phone number which is provide to you.

#### **ENDORSEMENT**

I hereby confirm acceptance of the above assignment, on the terms and conditions stipulated therein.

For Aspigile Solutions Pvt. Ltd.,

(HR Manager)

Accepted and Agreed

\_\_\_\_\_  
Signature with Date:

\_\_\_\_\_  
Name:

Note: This statement is only for information and is illustrative in nature

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Aspigile Solutions Pvt. Ltd.

**Salary Annexure: Tishya Chakraborty**

Employee No: 8044

Particulars	Amount (Per Month)	Amount (Per Annum)
Basic Salary	18,000	2,16,000
House Rent Allowance	7,500	90,000
Conveyance Allowance	1,600	19,200
Special Allowance	8,650	1,03,800
Education Allowance	5,000	60,000
Medical Allowance	1,250	15,000
<b>Gross Salary</b>	<b>42,000</b>	<b>5,04,000</b>
Provident Fund Employer	1,800	21,600
Employer PF Admin Charges	150	1,800
Employer ESIC @ 3.25%	-	-
WC	225	2,700
Insurance	615	7,380
<b>Total Cost To Company</b>	<b>44,790</b>	<b>5,37,480</b>
Provident Fund Employee	1,800	21,600
Employee ESIC @0.75%	-	-
Professional Tax	200	2,400
<b>Total Deductions</b>	<b>2,000</b>	<b>24,000</b>
<b>Net take home salary</b>	<b>40,000</b>	<b>4,80,000</b>

\* **Income-tax deductions**, if applicable, will be as per the Income-Tax Act, 1961 \*\* Annual components (like LTA, Medical component would be taxable and will be considered for exemption under Income Tax, subject to receipt of valid bills for the Financial Year if applicable