

**APPOINTMENT CUM WORK ASSIGNMENT LETTER**

16-Dec-2022

To

**Aakash Sharma (Emp ID: TH326105),****E-76, Gali No-35, Inder Enclave Phase 2, Kirari Suleman Nagar****North west Delhi, Delhi, 110086**

Dear Aakash Sharma,

We are pleased to appoint you as **Store Shift Incharge** with our Client KiranaKart Technologies Private Limited, "**Del-Rohini Sector 3**" on a fixed Term Basis.

You have to complete pending Joining Formalities within 5 days from the date mentioned for your joining.

In addition to this:

1. As the Project work awarded to us by our Clients is only for a certain period, your assignment with us initially will be from "**Date of joining 16-12-2022**" to "**Last date of contract 15-12-2023**".

As per terms mentioned in the Letter of Engagement dated 16-12-2022 if however, the Project work is extended, your association with us may be extended for such further period as may be decided by us. Hence, this contract of employment by no means be treated or construed to be of permanent in nature granting thereby to you a status of permanent employee of the Company. Your employment is governed by the contractual agreement between **Team HR GSA Pvt. Ltd.** and Client for which your services have been engaged.

2. If however, the project work awarded to us is completed before time or if is terminated for any reasons whatsoever earlier, then your services shall be terminated on such earlier date as the situation demands as per terms mentioned in your Letter of Engagement.

3. Your CTC details are as per the details mentioned in Appendix-1. The net salary is subject to Income Tax. Your salary is payable only through electronic payment mode such as EFT/NEFT/RTGS/ECS or account payable cheque for which you have to provide relevant information at the time of joining. One-month grace period shall be provided to you on reasonable ground.

4. In addition to the Monthly Salary, you will not be entitled to any other perquisites/ allowances unless given to you in writing. Your coverage under ESIC scheme, Provident Fund scheme, and Bonus Act where applicable will be as per the government regulations. Salary would be receivable on or before 10th of the subsequent month, subject to receipt of corresponding payments from our Client where you will be deployed. Any discrepancy in the salary received needs to be reported to our nearest branch within 7 days of receipt of salary after which, it will be considered as correct and further claims will not be entertained. Gratuity will be payable as per Payment of Gratuity Act, 1972. TDS will be deducted at rates applicable as per Income Tax Act, in case PAN number along with proof is not provided to nearest Branch within 7 days of joining. Any unclaimed salary within 3years from when it is due, will be paid to Labour Welfare Fund as per Labour Welfare Fund Act. You will be entitled to leave as per the practice followed by the client.

5. Your coverage under ESIC scheme is subject to adherence of rules & regulation of it. It is mandatory for you to submit Aadhar Card (UID) including your family within one month from the date of issuance of ESIC number, if you fail to submit the Aadhar Card (UID) within stipulated period in that case you will not be eligible to take benefits of ESIC coverage and in that Circumstances Company shall not be held responsible.

6. You are eligible under Provident Fund scheme subject to adherence of rules & regulation of it. It is also mandatory for you to submit Aadhar Card(UID), PAN Card & Bank A/c. No. with IFSC (collectively referred as 'KYC') within one month from your date of joining, if you fail to submit the KYC within stipulated period in that case as per PF norms you will not able to withdraw or transfer or to take any benefits of PF and in that circumstances company shall not be held responsible or liable.
7. Since our Client undertakes contract projects, you may be required to work at different project sites and are likely to be deputed in any establishment within the city or outside the city including outside the State for the purpose of discharging your duties as and when the situation demands, at the said working hours.
8. You will act within the framework of organizational structure and policies and directions as may be laid down by the management from time to time. During the tenure of your employment with us, you will not undertake any other employment or business activities, work or public office of payment or otherwise except with the written permission of the Management. If you are found involved in any act which is unethical or can be considered as breach of integrity or in the opinion of the Company is detrimental to the interest of their business interest, Management shall be at liberty to dispense with your services immediately and without any notice or compensation. At all-time during the tenure of this Contract of employment you will be bound by any Rules & Regulations enforced by the management from time to time in relation to the conduct, discipline, leave, holidays or any other matters relating to service conditions.
9. Either party can terminate the contract during the existence of a work assignment by providing a notice of **"7 days to the other Party"**. This is as per the terms laid out in the Letter of Engagement. You shall at no point of time stake any claim or right to claim employment, damage, loss or compensation of any sort whatsoever against our clients. Your continuance in employment is subject to your remaining physically and mentally fit. As and when required, the Management may require you to submit yourself to medical examination by a physician of the choice of the management.
10. Employee Insurance as per applicable terms & conditions.
11. This letter is being sent to you in duplicate, Please return two copies of the same, duly signed as the token of acceptance this Contract of employment with the above terms and conditions along with the appended letter of assignment.

Yours faithfully,

For Team HR GSA Pvt. Ltd.



Authorized Signatory

#### Confirmation of Acceptance

I have received the Work Assignment Letter and hereby confirm that I have read, discussed and hereby therefore agree to the terms and conditions contained

There to,

**Aakash Sharma**  
(Signature)

## Letter of Engagement with our Clients/Business Partners

16-Dec-2022

Dear Aakash Sharma,

1. **Team HR GSA Pvt. Ltd.** (also known as **Team HR**) is involved in the business of providing services to manage key business processes of our Clients/ Business Partners. Based on your interaction with us, we wish to confirm your registration with us for the purpose of selection to perform any service ("Work Assignment") that may be required by our Clients/ Business Partners ("Customer").

2. It is understood that mere registration with Team HR GSA Pvt. Ltd. does not guarantee you any Work Assignment and is subject to selection by Team HR GSA Pvt. Ltd. and/or its Customers. Team HR GSA Pvt. Ltd. may offer to engage you to perform specific Work Assignments from time to time for any of its Customers at a specified location and you may choose to accept such offer at your discretion.

3. The terms of this letter ("Engagement Letter") shall govern your relationship with Team HR GSA Pvt. Ltd. now and in the future. Each Work Assignment will be governed by the terms of this letter and the specific Work Assignment Letter. In the event of any inconsistency, the terms of the relevant Work Assignment Letter shall govern.

4. Execution of any Work Assignment Letter by you shall be a full and complete acceptance by you to perform the services. Upon acceptance, you shall,

1. fully perform the services, in a professional manner, at the Customer's location till the completion of the term of the Work Assignment.

2. during the term of the Work Assignment, render services exclusively to the Customer and such performance shall not be inconsistent with any obligation you may have to other third parties;

3. not engage in any conduct detrimental to the interests of the Customer or Team HR GSA Pvt. Ltd.

4. not receive any payments of any nature directly from the Customer or any person or institution related to the customer unless agreed to by Team HR GSA Pvt. Ltd.

5. not, either directly or indirectly, offer yourself for employment with the Customer, its agencies or its affiliates during the period of the Work Assignment without the prior permission of Team HR GSA Pvt. Ltd.

6. comply with the safety, health, environment and other rules and regulations of the Customer provided that you have been made aware of the same;

7. report and be present at the Customer's designated location during the working hours mentioned in the applicable Work Assignment Letter

8. extend all co-operation to the Customer's employees, consultants, representatives, etc., and do all such things as may be necessary and comply with all terms of the applicable Work Assignment Letter so as to effectively undertake the Work Assignment.

5. At the end of each Record Period, as mentioned in the Work Assignment Letter, or at the completion of the Work Assignment, whichever is applicable, you will deliver to the Customer, a Time Sheet (or any other format/register as required by the Customer) containing the number of hours worked in any given day at the

Customer's location and such other details as may be prescribed by Team HR GSA Pvt. Ltd. and produce the same to Team HR GSA Pvt. Ltd. upon request.

6. As consideration for the services performed during any Work Assignment, Team HR GSA Pvt. Ltd. will pay you remuneration, as per the Work Assignment Letter. Team HR GSA Pvt. Ltd. will be entitled to make deductions as per applicable law or in respect of any amounts due to Team HR GSA Pvt. Ltd. or to the Customer from you. You will be reimbursed any approved expenses subject to you, submitting original bills/ declarations as required by Team HR GSA Pvt. Ltd. and/or the Customer.

7. Any intellectual property that results from work performed by the Individual under any Work Assignment Letter shall be the property of the Customer and the Individual agrees to assign/ transfer to the Customer, the worldwide, perpetual and entire right, title, and interest in all intellectual properties including all rights to obtain, register, perfect, and enforce patents, copyrights, and other intellectual property protection under any laws and conventions.

8. All proprietary information/ material of the Customer that is made known to you during the term of the Work Assignment shall be received in confidence and you shall not disclose or, except in performing the services, use any such proprietary information/ material. You agree that all information, correspondence, documents, materials or items provided to you by the Customer or Team HR GSA Pvt. Ltd. are provided to you in trust and on lapse/termination of the Work Assignment, you shall promptly return all such material to the Customer or Team HR GSA Pvt. Ltd., as the case may be.

9. You agree that this Letter of Engagement creates no obligation on the part of either party unless you are selected for a particular Work Assignment and you execute the relevant Work Assignment. By executing this Letter of Engagement, neither do we offer you employment with Team HR GSA Pvt. Ltd. nor do you become an employee of Team HR GSA Pvt. Ltd.. The terms of this Letter of Engagement shall however govern any Work Assignments that you undertake to perform.

10. Should you be selected to perform the Work Assignment, the nature of your relationship with Team HR GSA Pvt. Ltd. will be that of Employment/ Contract of Service for a period mentioned in the Work Assignment Letter. Upon lapse or termination of the Work Assignment, your employment with Team HR GSA Pvt. Ltd. shall stand terminated forthwith.

11. Except for lapse of a Work Assignment due to completion, if either Party wishes to terminate the Work Assignment during its existence, the terminating Party shall provide a notice of 7 days to the other Party .In case you fail to give the above notice, the salary in lieu of notice will be recovered from you in FNF settlement.

12. In case there is no Work Assignment subsisting, either party may terminate this Letter of Engagement forthwith by sending notice in writing. If a Work Assignment is subsisting, this Letter of Engagement can be terminated only co-terminus with the relevant Work Assignment as per the notice period required for termination of the Work Assignment as above.

13. Termination of this Letter of Engagement shall not affect the obligations of the parties that have been incurred prior to termination and Team HR GSA Pvt. Ltd. will promptly settle all your dues after making applicable deductions. Further, obligations relating to confidentiality and intellectual property shall continue after termination/ expiry of this Letter of Engagement or the Work Assignment.

14. You agree to defend, indemnify and hold Team HR GSA Pvt. Ltd. or the Customer harmless from any and all claims, damages, liability, attorneys' fees and expenses on account of your failure to satisfy any of your obligations under this Letter of Engagement or under the Work Assignment Letter or form is conduct, violation of any law or creation of any legal liability by you.

15. Any dispute between the Individual and Team HR GSA Pvt. Ltd. shall be referred to a sole arbitrator to be selected from a list of arbitrators nominated by Team HR GSA Pvt. Ltd.. The arbitration shall be conducted in English language, in accordance with the Arbitration and Conciliation Act, 1996, at Chennai, India. This engagement letter shall be governed in all respects by the laws of India. In addition to the terms contained herein, your relationship with Team HR GSA Pvt. Ltd. may be subject to such other additional terms and conditions as may be communicated to you from time to time in writing by Team HR GSA Pvt. Ltd..

#### Confirmation of Acceptance

I have received the Work Assignment Letter and hereby confirm that I have read, discussed and hereby therefore agree to the terms and conditions contained

Thereeto,

**Aakash Sharma**  
(Signature)

#### Appendix-1:

Particulars	Monthly
BASIC	19473
HRA	1705
Special Allowance	0
Statutory Bonus	1622
<b>Gross - A</b>	<b>22800</b>
PF(12%)	1800
ESIC(0.75% of Gross)	0
LWF	0
PT	0
<b>Total Deduction</b>	<b>1800</b>
Empr. PF(13%)	1950
Empr. ESIC(3.25%)	0
Empr. LWF	0
Insurance	274
<b>Total Empr. Exp -B</b>	<b>2224</b>
<b>CTC A+B</b>	<b>25024</b>
<b>Net Take Home</b>	<b>21000</b>