

Date: 09-May-22
Name: **Vishal Kumar Gupta**
Address: Ward no 12, Jawahar Nagar tamkuhi road, Sewrahi, Kushinagar, Uttar Pradesh-274406

Dear Vishal,

Sub: Letter of Offer and Terms of Appointment

Thank you for exploring career opportunities with Abjayon Consultancy Pvt. Ltd. You have successfully completed our initial selection process and we are pleased to make you an offer as a **Staff Consultant**. Your total compensation will be **Rs. 8,00,000** per annum. For details of salary break up, refer Annexure I below.

Your employment is subject to the following terms and conditions:

1. Date of joining:

Your Date of Joining the services of our company is **Monday, 13th Jun 2022**.

2. Place of Posting:

Your initial place of posting will be **Gurgaon**. However, during your employment, your services will be transferable at the sole discretion of the management, to any branch or office location of our company in India.

3. Compensation and Career Progression:

Any increase in your compensation in future and career progression shall depend entirely on your performance based on the Job Description (JD) and Key Performance Indicators (KPI's) assigned to you.

4. Medical Check Up:

The Company, at its sole discretion may exercise its right to get you medically examined by a medical practitioner of its choice during the period of your service.

5. Background Verification:

The Company reserves the right to conduct a background check through an independent third party. Your employment is contingent upon the successful completion of a background check. The Company reserves right to end the employment agreement immediately should the results of your background investigation not be successful, without any obligation from either side as mentioned in the Termination Clause under this offer letter. You will be intimated as soon as the background check process has been completed.

6. Duties and Responsibilities:

- i) Your duties are entirely technical in nature and the Company will expect you to work with a high standard of initiative, efficiency and economy and encourage and motivate people under you to achieve optimum output. You will perform, observe and confirm to such duties, directions and instructions assigned or communicated to you by the company and those in authority over you.
- ii) You will devote your entire time to the work of the Company and will not undertake any direct/indirect business or work, honorary or remuneratory, 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.
- iii) You shall not seek membership of any local or public bodies without first obtaining written permission from the Management.
- iv) You shall neither divulge nor give out information to any unauthorized person during the period of your service or even afterwards by word of mouth or otherwise, particulars or details of our processes, 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 our employee.
- v) 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 on termination or cancellation of this employment.
- vi) You will not enter into any commitments or dealings on behalf of the Company for which you have no clear authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company or those in authority over you.
- vii) You will be responsible for the safe keeping and return in good condition and order of all the properties of the company, which may be in your use, custody, care or charge. For the loss of any property of the company in your possession, the company will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction.

7. Termination:

- i) Your services can be terminated by either side, by giving two months prior written notice.
- ii) You will automatically retire from the service of the company on attaining the superannuation age of 65 years.

- iii) If you absent yourself without leave for 3 days or remain absent for more than 3 days beyond the period of sanctioned leave originally granted or subsequently extended, you shall be considered as having voluntarily abandoned your employment without giving any notice unless you:
- Return to work within a future period of 3 days and
 - Give an explanation to the satisfaction of the Management regarding such absence.

In case of any absence without prior permission, you will not be entitled to wages for the absent dates pro-data.

- iv) Your services are liable to be terminated without any notice or salary in lieu thereof in case of misconduct, including loss of confidence arising out of reasonable suspicion of misconduct, disloyalty, commission of an act involving moral turpitude and act of indiscipline or inefficiency.

8. Ownership; Rights; Proprietary Information; Publicity

You agree that all inventions, discoveries, improvements, enhancements, written materials, development, patents, copyrights, designs, source-code, object-code, marketing collateral, work of authorship, and/or any intellectual property of whatsoever nature related to the business of the Company (“Proprietary Materials”) to which You may have access or that You may develop or conceive while employed by the Company shall be considered works made for hire for the Company and prepared within the scope of employment and shall belong exclusively to the Company. Any Proprietary Materials developed by You that, under applicable law, may not be considered works made for hire, are hereby irrevocably and unconditionally assigned to the Company without the need for any further consideration, and You agree to take such further action, including executing such instruments and documents as the Company may reasonably request, to evidence such assignment.

9. General:

- i. You may be selected and sponsored by the Company for familiarization/ training assignments with our technical collaborators or any other institutions/ organizations in India and/or abroad. You will diligently and beneficially take part in the training and such assignments. The cost of such training including the travel fare and related expenses will be borne by the Company subject to agreements to be drawn up and signed by the Company and you specifying minimum number of years you will serve the Company after such training and providing for payment of liquidated damages by you to the Company proportionate to the years of service remaining to be rendered, in the event you voluntarily terminate the contract of service or this appointment, as the case may be, prior to the expiry of the agreed period of service referred to herein above.
- ii. You will be covered by the service rules and regulations including conduct, discipline and administrative orders and any such other rules or orders of the company that may come in force from time to time.
- iii. Your age mentioned in the Matriculation / Higher Secondary Certificate will be deemed to be the conclusive proof of your date of birth.

- iv. You will intimate in writing to the Management any change of address within a week from change of the same, failing which, any communication sent on your last recorded address shall be deemed to have been served on you.
- v. You will hand over the charge of letter of Authority or Power of Attorney issued to you or any property / material of the company in your possession at the time of cessation of your employment with the company.
- vi. The present designation is subject to change depending upon work assignment from time to time.
- vii. You are expected to keep your salary related information strictly confidential.
- viii. Abjayon will provide medical insurance for you and your immediate family as per the company policy.
- ix. You shall be required to sign and abide by the Rules and Regulations which the Company has at this level and shall undertake to sign such declarations that the Policy may demand from time to time.
- x. In case particulars mentioned in your application are found false or unsatisfactory, your services would be liable for termination at any time without any notice or any compensation in lieu thereof.

We look forward to your joining our team for a long, successful and pleasant association.

Sincerely yours,
for **Abjayon Consultancy Pvt. Ltd.**

Payal Rai
Sr.HR Partner

ACKNOWLEDGEMENT & ACCEPTANCE

I have read and understood the above terms and conditions and hereby signify my acceptance of the same.

I would be joining Abjayon Consultancy Pvt. Ltd. from _____

SIGNATURE: _____

DATE: _____

This letter of appointment shall automatically stand withdrawn in case we do not receive your acknowledgement and acceptance within three days from issue of this letter.

ANNEXURE I

Emoluments:

You will receive the following emoluments:

Sr.no	Description	Monthly	Annual
1	Basic	24,893	2,98,719
2	House Rent Allowance	9,957	1,19,488
3	Leave Travel Allowance	1,245	14,936
4	Special Allowance	26,138	3,13,655
5	Company's Contribution to PF	3,236	38,834
6	Company's Contribution to Gratuity		14,368
7	Cost To Company (CTC)		8,00,000

ANNEXURE II

Following is a checklist mentioning the necessary documents to be submitted on the Day of joining for any further procedure:

1. Xth (SSC), XIIth (HSC), Graduation, Post-Graduation Mark-sheets and Certificates
2. Birth-date Proof (Either Birth Certificate or PAN Card copy, or Driving License or Passport copy or Election Card or School Leaving Certificate)
3. Driving license or Passport Copy (For Photo Identify Proof)
4. PAN card copy
5. Relieving letter of the previous Employer
6. Last Payslip (If not submitted before)
7. 4 Passport Size Photographs