

Date: 19th April 2021

Name: Aishik Sen
Email : aaishik.sen.21n@japuria.ac.in

Offer / Appointment Letter

Dear Aishik Sen,

This has reference to the interview held on **17th April 2021**. We are pleased to make an offer of appointment to you for the position of **Business Development Associate** in our organization. This offer takes effect from your date of joining which shall be on **27th April 2021**.

1.Compensation

We confirm offering annual compensation of **INR 10,00,000 (Ten Lakh and only)** comprising of fixed component of **INR 7,00,000 (Seven Lakh only)**, and variable component of **INR 3,00,000 (Three Lakhs only)** per annum to you, the details of which would be as per schedule 1

2.Probation Period

You will be on probation for 21 Days during which your performance will be reviewed and if found suitable, you will be confirmed in your current position.

Your employment is terminable by giving (48 Hours) notice during the probation period & (30 days) post confirmation. Either party is not bound to give any reason thereof.

a.) Commencement/Validity of Employment

Your employment will be effective, as of **27th April 2021**. This offer of appointment is valid until **21th April 2021** for acceptance. If we do not hear from you by **21th April 2021** i.e. the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn.

b.) Immediate Posting and Future Transfer

You will report to the designated **manager**, based out of the Noida office location. It may, however, be noted that you may be posted at/ transferred to any other establishment of the company, at the sole discretion of the management. Such an establishment may be outside the city or state of your immediate or subsequent posting/s and could be at any office, existing or new. Save as may be provided for, you shall not be entitled to any monetary benefit or compensation solely by virtue of such transfer.

3.Salary

Your salary and other benefits will be as set out in Schedule 1, hereto.

Your salary will be paid monthly as direct deposit to your Bank account (in arrears with next month's salary, if you are joining post 20th of a month).The structure of your compensation plan may be altered / changed from time to time in line with the Compensation policy and practices of the Organization.



4. Notice for Resignation / Termination of Employment

4.1. During the probation period your services can be terminated with 48 Hours' notice on either side or payment in lieu thereof and without any reasons whatsoever. If your services are found satisfactory during the probation period, you will be confirmed in the present position and thereafter your services can be terminated on 30 Days' notice on either side or Basic salary as payment in lieu thereof.

4.2. For any act/acts of misconduct or acts of omission or commission or negligence, during the probation period or after confirmation, your services are liable to be terminated immediately. **The Company may at its sole discretion hold domestic inquiry to inquire into the act/acts of misconduct or acts of omission or commission or negligence alleged against you.** You could be liable for suspension pending inquiry or final orders. You will, however, be entitled to salary for the period of suspension if the charges are not proved against you.

4.3. On the termination of your employment for whatever reason, you will return to the Company all property; documents and paper, both original and copies thereof, including any samples, literature, contracts, records, lists, drawings, blueprints, letters, notes, data and the like; and Confidential Information, in your possession or under your control relating to your employment or to clients' business affairs.

4.4. In the unlikely event of cessation of employment due to any reason whatsoever within twelve months from the date of joining, the notice pay buyout assistance if any provided by the company at the time of joining along with the applicable tax, would be recovered from the employee at the time of full and final settlement.

4.5. If the Company bears any relocation expense at the time of your appointment and/ or transfer and you leave the Company within 12 (Twelve) months of such relocation; the Company shall be entitled to retain the relocation charges from your full and final settlement.

5. Timings

You will observe the timings prevalent in the establishment or establishments where your services are made use of. The normal working days are **Wednesday through Monday (Sales Shift)**. You will be required to work for such hours as necessary for the proper discharge of your duties to the Company. You are expected to work not less than 48 hours each week and daily basis the goals completion for the day .

6. Background Verification Check

Your probationary appointment, confirmation as well as continued employment in the services of the company are subject to clearance of background verification check done by the company.

7. Retirement

You will retire from the services of the company on attaining the age of 58 years

8. Discipline

It is an express condition of services that you shall wholly devote your time to the company's business. Attending to or pursuing in any other way, during the office hours, any personal or private business unconnected with your employment in this company or engaging in any part time business, allied, connected or incidental to the company's business is strictly forbidden.

8.1 Occupation in any part time service of a remunerative character requires the prior consent of the management. Pursuit of any vocation of this nature detrimental to the efficient discharge of your duties shall be considered inconsistent with the terms of your tenure in this company.

8.2 All formal academic pursuits like attendance at colleges, courses, etc. shall require the prior consent of the Management. The Management will treat any breach of this condition as misconduct liable to disciplinary action which may include dismissal.

8.3 You shall be governed by and shall be subject to the code of conduct and such other rules, regulations and guidelines applicable to your category of employees and as prevailing at the time of your joining or as subsequently modified or amended or replaced and in force from time to time.

8.4 You will not borrow or accept any money, gifts, reward or compensation for your personal gains from or otherwise place yourself under monetary obligation to any person/client with whom you may be having official dealings.

9. Company Property

You will always maintain in good condition Company property, which may be entrusted to you for official use during the course of your employment and shall return all such property to the Company prior to relinquishment of your charge, failing which the cost of the same will be recovered from you by the Company.

10. Code of Conduct and Ethics

You are to adhere strictly to the following Company Code of Conduct & Ethics:

10.1 Investments - Employees are prohibited from investing in any of the Company's clients, suppliers or competitors unless the securities are publicly traded and the investments are available on the same terms as available to the general public. This prohibition applies to all forms of investments and to all employees, directors, officers and agents of the Company and their immediate families. In general, employees should not have any financial interest in a client, supplier or competitor that could cause divided loyalty or give the appearance of divided loyalty.

10.2 Engaging in private trade or alternate/ outside employment - All full-time employees, shall not engage directly or indirectly in any trade/business or undertake any other employment or consultancy or undertake such trade/business/consultancy on behalf of anyone else, either with/without remuneration, during the course of his/her employment with the Company, except with the written permission of the management. Also, such private trade and/or alternative employment should not adversely affect performance and conflict with the business interest of the Company (this would include working for a competitor). In cases of conflict with any outside employment activity, the employee's obligations to the Company must be given priority. In general, private trade and/or alternative employment is not allowed when:

It prevents an employee from fully performing work for which he/ she is employed with the Company.

It prevents an employee for engaging in overtime assignments (if applicable).

It involves companies that are doing or seeking to do business with the Company, including actual or potential vendors or customers.

It violates provisions of law or the Company's policies and procedures

10.3 Ethical standards - The Management expects all employees to exercise the highest degree of professional business ethics in all actions they undertake on behalf of the Company. Employees should observe all laws and regulations governing business transactions and engage in fair competitive actions. Employees are prohibited from using, directly or indirectly, corporate funds and assets for any unlawful purpose or to accomplish any unlawful goal. The Company also prohibits the establishment or maintenance of undisclosed or unrecorded funds and assets. All reporting of information should be timely and accurate.



Employees should not make any false or misleading entries in any book or record. Employees should use Company funds only for legitimate and ethical purposes.

10.4. You shall at all times conduct yourself soberly and temperately while on the work premises and show proper respect and civility to all concerned and shall use your best endeavor to promote the interests of the Company and to maintain and promote good reputation thereof.

10.5. You shall abide by the rules and regulations of the Company that are in force from time to time and during the period of your employment with the Company and these will be deemed to form an integral part of this Agreement. The Company shall have right to add, amend and modify any or all of the above terms and conditions of service which shall be binding on you.

10.6. You shall not, during the continuance of your employment with the company, or at any time thereafter, disclose to any individual, firm, company, or body corporate, or authority any information or knowledge with regard to the business, dealings, activities, trade secrets, transactions or affairs ("Proprietary and Confidential Information") of the Company or its associated or subsidiary companies, except as, may be required in connection with your employment hereunder or as may be consented to by the Company in writing. The term "Proprietary and Confidential Information" shall without limitation include any Know How, formulae, any technical, financial, statistical, marketing, designs, product information or any other data or information of the Company whether expressly designated as confidential or not.

10.7. You shall not, after the termination of your employment with the Company, use in any manner whatsoever on behalf of yourself or any other individual, firm, company or body corporate, your knowledge of or influence over or contact with any of the customers, suppliers or contractors of the Company, or its associated or subsidiary companies or utilize any information which may have been obtained by you during the course of your employment with the Company.

10.8. All works executed by you in the course of discharging your assigned duties and the intellectual properties subsisting therein, shall remain property of the Company and the same shall constitute "works made for hire".

11. Data Privacy

11.1. By signing this letter, you consent to the Company holding and processing information about you for legal, personnel, administrative and management purposes and in particular to the processing of any sensitive personal data or information as prescribed by the governing statute as applicable.

11.2. You acknowledge that any information that is freely available or accessible in public domain or furnished under the Right to Information Act, 2005 or any other law for the time being in force shall not be regarded as sensitive personal data or information for the purposes of those rules.

11.3. You consent to the transfer of such personal information to other offices the Company may have or to other third parties, whether or not outside the Union of India, for administration purposes and other purposes in connection with your appointment, where it is necessary or desirable for the Company to do so.

12. Indemnity

You agree to indemnify and hold the Company harmless from all losses, liabilities, claims and damages (including the lawyer's fee) which may arise as a result of any unauthorized act by you or any act caused by you being in contravention of your employment contract.



13. Severability, integration and No Modification Clause

13.1. **Severability** – In the event that any provision of your employment Agreement should be held to be void, voidable, and unlawful or for any reason unenforceable, the remaining portions of this Agreement shall remain in full force and effect.

13.2. **No Modification** – No modification, amendment or waiver of any of the provisions contained in this Agreement, or any future representation, promise, or connection with the subject matter of this Agreement, shall be binding upon any party hereto unless made in writing and signed by such party or by a duly authorized officer agent of such party.

14. Notices

Notices may be given by you to the Company at its registered office address. Notices may be given by the Company to you at the address intimated by you in the official records.

15. Applicability of Company Policy

The Company shall be entitled to make policy declarations from time to time pertaining to matters like leave entitlement, maternity leave, employees' benefits, working hours, transfer policies etc., and may alter the same from time to time at its sole discretion. All such policy decisions of the Company shall be binding on you and shall override this Agreement to that extent.

16. Governing Law/Jurisdiction

Your employment with the Company is subject to Indian laws. All disputes shall be subject to the jurisdiction of High Court, Mumbai only.

17. Rules & Regulations

You will abide by the rules and regulations of the Company as may be in force from time to time and if any violation made would be subjected to the Disciplinary action.

If the above terms and conditions are acceptable to you, you may please endorse your acceptance in the format enclosed.

We welcome you to our organization and look forward to your contribution to the growth of the organization and yourself.

A wonderful experience awaits you here, that's a promise!

Yours truly
For, Quality Tutorials Private Ltd.

Sahil Sheth
Founder



QUALITY TUTORIALS PVT LTD



Date

ACCEPTANCE LETTER

To
Quality Tutorials Pvt. Ltd

I, _____ having gone through the terms and conditions of the service being offered to me, vide letter of offer/appointment dated _____, have understood the implications correctly and am pleased to accept the appointment after agreeing fully to the terms.

I shall be reporting for duty on _____.

Place: _____

Signature:

Date: _____

Candidate Name:.....
