

Dated: 12th June 2022

Subject: Appointment for the position of FULL STACK DEVELOPER dated 12th June 2022.

Dear **Aakansha**,

Congratulations! We are pleased to appoint you as FULL STACK DEVELOPER. Your appointment takes effect from 13th June 2022.

The terms and conditions of your employment are as follows:

01. Emoluments

Your annual compensation package (Cost to the Organization) would be **INR 264,000** (Rupees **TWO LAKH SIXTY FOUR THOUSAND ONLY**). The current structure of your compensation is as detailed in [Annexure A](#) of this Appointment Letter. The structure of your compensation plan may be altered / modified at the discretion of the Organization from time to time in line with its compensation policy and practices.

02. Probationary Period

You will be on probation for a period of **THREE MONTHS** from your date of joining and may be confirmed as a permanent employee upon successful completion of your probation. During the period of your probation your progress will be reviewed periodically. In addition to your performance during the probationary period, your confirmation as a permanent employee is subject to your submitting all requisite documents as required by the Company.

It is to be noted that unless an explicit letter is issued extending your probation, you will be deemed to be confirmed after the end of the 3 Months' Probation Period.

03. Leave Rules

Please refer to OMKA TECH's Leave policy.

It is to be noted that leaves can only be taken on explicit sanction and permission of the Project Manager/ HOD. Unsanctioned leave(s) taken by an Employee without just and justifiable cause shall be treated as misconduct and the Management on its discretion is authorized to take appropriate action.

Leaves taken during the Notice Period will result in the number of days being added to the Notice Period, unless mutually agreed upon between the Employee and Employer.

04. Increments and Promotions

Your growth in the Company and increase in salary will depend on your performance and contribution to the Company as well as the overall growth and well-being of the Organization.

05. Training / Systems Study

If you are sent for Training/Systems study, any onsite work opportunity, in India or abroad, for a period of 5 days or more, you will be required to work for a minimum of one year with the Organization on your return from Training/ Systems study, any onsite work opportunity. This condition supersedes your normal notice requirements.

06. Relocation Policy

In the case that the Organization has borne any expenses related to your relocation, if you leave the Organization before completion of **ONE YEAR**, you are liable to return all costs incurred by the Organization towards your relocation.

07. Transfer

You are liable to be transferred to any other place in India or abroad whether in existence or coming into existence hereafter, either at the place of posting or any other place where the Company may establish / open its branch office(s) later on. You are also liable to be sent on deputation, for service at any place in India or abroad and in any Organization in which OMKA TECH may have an interest. Upon such transfer, the rules and regulations applicable to such a post or at the place of transfer will automatically become applicable to you.

08. Service Contract

During probation, you can be relieved of your services with **ONE MONTH** notice or salary thereof. On confirmation as a regular employee, you will be required to give **THREE MONTHS** notice or salary thereof in case you decide to leave our services, subject to the Company's discretion. In the event of you having any incomplete assignment or handover, the Company will have the discretion to relieve you only at the end of the stipulated notice period. Similarly, the Company can relieve you of your services by giving **THREE MONTHS** notice or salary thereof.

Notwithstanding the above, the Management shall have the right to terminate your employment without notice or payment of salary in lieu thereof, if:

- a. You commit any breach of your duties and responsibilities under this contract
- b. You are guilty of gross default or misconduct, which contravenes the express implied conditions of your employment
- c. You commit breach of any of the clause pertaining to the Confidentiality Agreement
- d. Any declaration or information furnished by you proves to be false, or you are found to have willfully suppressed any material information

During the period of investigation into such circumstances you are liable to be suspended from duty without any wages or salary.

09. Rules and Regulations

During your employment with the Organization, you will be governed by the service rules, policies and regulations of the Organization in force or as introduced or amended from time to time.

10. Residential Address

You are required to keep the HR department and your Manager informed of any change in your personal particulars provided to the Organization such as your residential address / correspondence address, contact phone numbers, contact persons in case of emergency, their telephone numbers, etc. Management on its discretion is authorized to take appropriate action in case of misrepresentation of the above-mentioned facts.

11. Medical Fitness

You are required to maintain yourself in medical/physical/mental fitness and ensure regular medical checkups. Any neglect on your part in maintaining good health may render you medically unfit for the service. In such a case your services are liable for termination, notwithstanding other conditions mentioned in the letter or otherwise.

12. Other Employment

While in the employment of OMKA TECH, you shall not be employed by any other Organization on a temporary or part-time basis or offer your services with or without pay at any person, legal entity or public authority, or to be occupied in your own business without the prior written consent of the Managing Director.

You shall not under any circumstances either directly or indirectly receive or accept for your own benefit any commission, rebate, discount, gratuity or profit from any person, Organization, or firm having business transactions with OMKA TECH LLP, or any of its sister or group companies.

13. Honesty

You have been appointed on the presumption that the particulars furnished at the time of your selection and resume is correct. In the event the said particulars are found to be incorrect or that you have concluded or withheld some other relevant facts, your appointment with the Organization shall stand terminated/ cancelled without any notice.

14. Information Sharing

The Management recognizes that it is the duty of its employees to share any/all information within their knowledge, which would help in better Management, course corrections activities or as plain feedback to its Governance. The employees may contact the undersigned for any grievance, clarifications or information sharing.

15. Other rules and regulations

- The Company strives to furnish employees with the equipment necessary to perform their duties efficiently and effectively. You must use the equipment responsibly and use it only for Company business purposes. Take all necessary precautions to protect it from theft or damage. Prior to leaving the services of the Company, you must immediately return all Company equipment. All computers and electronic devices must remain fully accessible to the Company and, will remain the sole and exclusive property of the Company.
- If your job requires interfacing or contacting any Company customers or potential customers, it is critical to remember that you represent the Company to the people with whom you are dealing. Act in a manner that represents your Company appropriately, creates value for our customers, and helps build a relationship based upon trust.

This appointment letter is governed by and shall be construed in accordance to the arbitration in case of any differences in view point between the employer and employee. The arbitration will be taken up between the employer and employee.

This appointment letter supersedes all previous agreements and/ or arrangements relating to previous employer(s). Your employment terms and conditions continue to be governed by the rules, regulations and policies of the company, subject to amendment from time to time at the discretion of the Management. Any amendments or modifications shall be communicated in writing.

16. Non Competition

For a period of One Year following the separation of your employment with the company whether voluntary or otherwise you will not indulge in any kind of business relation with any of our Client/ Vendor/ Partner. In case you commit any breach of your obligation the company shall be entitled to receive from you a full compensation for any kind of loss or damage caused to it from any such breach and in any case the amount of compensation shall not be less than INR One Lac.

In token of your acceptance of this appointment, kindly sign and return the duplicate copy at the earliest to the undersigned at:

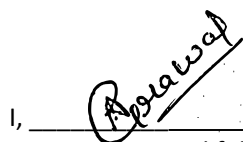
Aastha Gautam
Managing Director
183/28, Faridabad, Haryana, 121008

We welcome you to **OMKA TECH** and wish you a rewarding career over the years to come.

Yours Sincerely,



Aastha Gautam
Managing Director



I, _____, do hereby acknowledge and confirm that I understand the Company's Terms of Appointment and fully agree to comply by the above.

Signed By:

Dated:

ANNEXURE A [COMPENSATION BREAK-UP]

Name of the Employee	AAKANSHA AGRAWAL	
Designation	FULL STACK DEVELOPER	
CTC	264,000	
Salary Break-up	PER MONTH	PER ANNUM
Basic	8,800	105,600
HRA/CLA	4,400	52,800
Special Allowance	4,400	52,800
Personal Allowance	2,200	26,400
Conveyance Allowance	2,200	26,400
MONTHLY REIMBURSEMENTS		
AGAINST BILLS	-	-
Sodexo Meal Coupon		
Medical		
Petrol Reimbursement		
TOTAL CTC	22,000	264,000

CONFIDENTIALTY AGREEMENT

The Company's confidential information is a valuable asset. The Company's confidential information includes product architectures; source codes; product plans and road maps; business and marketing plans; proprietary and technical information, such as trade secrets and inventions; names and lists of customers, dealers, and employees; financial information and projections; nonpublic information about customers, suppliers and others; and much of its internal data. This information is the property of the Company and may be used for Company business purposes only. Every employee must safeguard it. Unauthorized use or distribution of this information is prohibited and could also be illegal and result in civil or criminal penalties.

I, *Rohit*, do hereby acknowledge and confirm that I understand the Company's expectations on Confidentiality and fully agree to comply by the above.

Signed By:

Dated:

Aravind

NON COMPETE AGREEMENT

I, Aravind, do hereby acknowledge and confirm that for a period of six months following the termination of my employment with OMKA TECH LLP for any reason, I shall not accept any offer of employment from any Customer, where I had worked in a professional capacity with that Customer in the 6 months immediately preceding the termination of my services with OMKA TECH.

Signed By:

Dated: