*Personal & Confidential*  
**12ᵗʰ May 2023**

**AJAY KUMAVAT**  
 A/p Kolgaon mal , Tal:Sinner,  
Nasik, 422104

**Sub:**- **LETTER OF APPOINTMENT**

With reference to the discussion, we had with you, we are pleased to appoint you as **Trainee Engineer** under the following terms and conditions:

**1. COMMENCEMENT DATE**  
Your date of appointment will be effective from **15ᵗʰ Nov 2021.**

**2. SALARY AND BENEFITS**  
Salary and benefits are detailed in **Annexure A** attached herewith. Your annual CTC is **Rs.** **<Salary/Annum in Numbers> (Salary/Annum in Words)** from commencement of probation period.

**3. SALARY REVISION**  
Your salary will be reviewed on **15/11** of each year, or at such other time as the Management may decide. Salary revisions are discretionary and will be subject to, and on the basis of, effective performance and results.

**4. PLACE OF WORK**  
Your initial posting will be at Ahmedabad. However, your services are liable to be transferred, at the sole discretion of Management, in such other capacity as the company may determine, to any department/section, location, associate, sister concern or subsidiary, at any place in India or abroad, whether existing today or which may come up in future. In such a case, you will be governed by the terms and conditions of the service applicable at the new placement location.

**5. JOB ASSIGNMENT/REPORTING**

1. In your assignment, you will be responsible for the duties of a **Trainee Engineer**, as more particularly laid out in the job description for this position. You will report directly to the supervisor nominated by the management.
2. You will be required to effectively carry out all duties and responsibilities assigned to you by your manager and others authorized by the company to assign such duties and responsibilities.

**6. PROBATION & CONFIRMATION**

1. You will be on a probation for a period of 6 (Six) months from the date of your appointment, where after, if your services are found satisfactory, you will be confirmed by means of a written intimation. The management reserves the right to reduce, dispense with or extend your probation period at its absolute discretion.
2. During the probation period or the extended period of probation, an Employee will be liable to be discharged from the company’s services at any time with three-month prior notice and without assigning any reason.

**7. TERMINATION OF EMPLOYMENT**

1. Upon confirmation, your services are liable to be terminated by the company after providing you 6 (Six) months of notice or payment of basic salary in lieu thereof. You shall also be bound to provide the company with 3 (three) months of notice on resigning. The said period will not be adjustable either against leave or forfeiture of salary. The notice period will start from the date of acceptance of resignation.
2. If the exigencies of work so require, the company may not relieve you earlier than the expiry of the entire period of notice or extend the notice period. It shall, however, be open to the company to accept your resignation with effect from any date earlier than the one offered by you in your resignation letter.
3. Upon termination of employment, you will immediately hand over to the Company all correspondence, specifications, formulae, books, documents, market data, cost data, drawings, affects or records belonging to the Company or relating to its business and shall not retain or make copies of these items.
4. Upon termination of employment, you will also return all company property, which may be in your possession.
5. The company will have the right to terminate your employment without notice or payment of salary in lieu thereof if:
6. You commit any breach of your duties and responsibilities under this contract of service.
7. You are guilty of any gross default or misconduct, which contravenes the expressed or implied conditions of your employment.
8. You commit breach of any of the terms of the Non-Disclosure Agreement.
9. Fail to comply with the policies, rules and regulations laid out in the employee handbook.
10. The company shall be entitled to recover the damages from you on account of any of the acts or omission.

**8. CONFIDENTIAL INFORMATION**

1. and you shall devote yourself exclusively to the business and interests of the company. You shall not, directly or indirectly, engage or associate yourself with, be connected with, concerned, employed or engaged in any other business or activities or any other post or work part time or pursue any course of study whatsoever, without the prior permission of the Company.
2. You must always maintain the highest degree of confidentiality and keep as confidential the records, documents and other Confidential Information relating to the business of the Company which may be known to you or confided in you by any means and you will use such records, documents and information only in a duly authorized manner in the interest of the Company. For the purposes of this clause 'Confidential Information' means information about the Company's business and that of its customers which is not available to the general public and which may be learnt by you in the course of your employment. This includes, but is not limited to, information relating to the organization, its customer lists, employment policies, personnel, and information about the Company's products, processes including ideas, concepts, projections, technology, manuals, drawing, designs, specifications, and all papers, resumes, records and other documents containing such Confidential Information.
3. At no time, will you remove any Confidential Information from the office without permission.
4. Your duty to safeguard and not disclose Confidential Information will survive the expiration or termination of this Agreement and/or your employment with the Company.
5. Breach of the conditions of this clause will render you liable to summary dismissal under clause above in addition to any other remedy the Company may have against you in law.

**9. ABSENCE WITHOUT NOTICE**

Absence without approval or remaining absent beyond the period of leave originally approved or subsequently extended, shall result in voluntary termination of your employment without any notice unless you

1. Return to work within 3 days from the commencement of such absence, and
2. Provide satisfactory explanation & proofs to management regarding such absence.

**10. EMPLOYMENT TERMS & REGULATIONS**  
 Whilst employed with the company:

1. You may be selected and sponsored by the Company for familiarization/training assignments with the Company's technical collaborators or any other institutions/organizations in India and/or abroad. You will diligently and beneficially  
   take part in 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 between the Company and you. Such agreements will be specifying the minimum period you will be required to serve the Company after completing the training and providing for payment of liquidated damages by you to the Company proportionate to the time period 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 hereinabove.
2. During your employment, you will be bound by the Company's Rules and Regulations framed and enforced from time to time. The Company reserves the right to amend or alter the said Rules and Regulations at its discretion, without any notice thereof, and these will be deemed as Rules and Regulations in terms of your employment.
3. The Company shall verify the facts stated by you in your resume submitted during the interview process. If any of the facts stated therein are found to be false, your services will be terminated immediately without any notice or any compensation in lieu of the notice period.
4. This appointment is subject to your being medically examined and found fit. The Management has the right to get you medically examined by any qualified medical practitioner during the tenure of your service. In case you are found medically unfit to continue with the assignment for which you have been employed, you will lose your lien on the job
5. This appointment letter is governed by and shall be construed in accordance with the laws of the state of Gujarat, India, and both parties to this appointment letter shall submit to the exclusive jurisdiction of the court of Ahmedabad and the Ahmedabad Courts.
6. This appointment letter contains the entire understanding between the parties and supersedes all previous agreements and/or arrangements relating to employment with the organization. Any amendment or modification to this appointment letter shall be made in writing and signed by both the parties.
7. The terms and conditions of service are confidential and should not be disclosed to or discussed with anyone.
8. The emoluments/benefits due to you will be liable / subject to deduction of income tax in accordance with the provisions, of the Income Tax Act and Rules made there under as also other applicable laws, if any, as may be in force from time to time.

**11. RETIREMENT**  
You will automatically retire from the service of the company on attaining the superannuating age of 58 years.

**12. ACCEPTANCE**  
Please sign and return the duplicate copy of this letter and annexure as a token of your acceptance of the terms and conditions mentioned herein

We look forward to your joining us for a long, successful and mutually beneficial association

Yours faithfully

For Aspire Software Solutions,

**hr  
designation**

I accept the appointment on the terms and conditions contained herein:

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ANNEXURE A**

**COST TO COMPANY**

|  |  |
| --- | --- |
| **Employee Code** |  |
| **Name** |  |
| **Designation** |  |
| **Date of Joining** |  |
| **Department** |  |
| **Location** |  |

|  |  |  |
| --- | --- | --- |
| **Remuneration** | **Rs. (P.M.)** | **Rs. (P.A.)** |
| CTC |  |  |
| **Deduction: Gratuity** |  |  |
| **Deduction: PF** |  |  |
| **Deduction: ESIC** |  |  |
| Basic |  |  |
| House Rent Allowance |  |  |
| Special Allowance |  |  |
| **TOTAL GROSS (1)** |  |  |
| **Deduction** |  |  |
| Pro Tax |  |  |
| Employee ESIC |  |  |
| **TOTAL NET (1+2)** |  |  |

**Note:**  
Any tax liabilities arising out of the remuneration will be deducted as per the Income Tax rules.