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Ref: 112/GD/2024

January 1, 2024

Nitin Saxena  
A-329/1, Buddha Marg, Mandawali  
Delhi  
Delhi, India - 110092

Dear Nitin,

Further to our letter of offer/interview dated **24/12/2023**, we are pleased to inform you that you are hereby appointed as a Full Stack Developer in our Organization to be based in New Delhi w.e.f. **01/01/2024**

You will be paid gross emoluments as detailed in Annexure- A;

Your employment with us will be governed by the Terms & Conditions as detailed in Annexure - B.

You are required to sign a 'Non-Disclosure Agreement' detailed in Annexure C

Your offer has been made based on information furnished by you. However, if there is a discrepancy in the copies of documents or certificates given by you as proof of the above we retain the right to review our offer of employment.

Employment as per this offer is subject to your being medically fit.

Please sign and return a duplicate copy of this letter in token of your acceptance.

Yours Truly,

A handwritten signature in blue ink that appears to read 'Nitin Saxena'.

For 1Solutions

### ANNEXURE A (SALARY)

Components	Monthly (INR)	Annually (INR)
<b>SALARY:</b>		
Basic	9,200	110,400
<b>Allowances:</b>		
HRA	3,680	44160
Special Allowance	7270	87240
Conveyance	1600	19200
Medical Allowance	1250	15000
		-
	-	-
	-	-
<b>Gross Salary</b>	INR 23,000	
<b>Gross CTC</b>		INR 2,76,000

**Total CTC in Words- Rupees Two Lakh Seventy Six Thousand**

## ANNEXURE B (TERMS & CONDITIONS)

### 1. Designation, Salary & Scale

Designation: Full Stack Developer

Gross Monthly Salary: INR 23,000

Job Location: New Delhi

### 2. Probation Period

- a. You will be placed on probation for three months and the said period can be extended by another three months on the expiry of the period of probation or extended period of probation, if you are not confirmed in writing, your services shall be deemed to be automatically terminated. However, unless you are confirmed in writing, you shall not be deemed to be permanent.
- b. After successful completion of your probation, you will be confirmed in writing as a permanent employee of the Company. You will be entitled to statutory and service benefits and be governed by discipline and other rules existing or may come into existence from time to time, as and when applicable as per rules of the Company and such other benefits as applicable to employees in force from time to time to the location/place wherever you are working.

### 3. Working Hours

- a. Monday to Saturday- 9:00 am to 6:30 pm
- b. Lunch Break - 1:20 pm to 2:00 pm
- c. Late coming is highly discouraged and shall attract a fine of INR 100 after 3 late comings in a month.
- d. All the employees are required to complete a minimum 40 hours of work in a week.

#### **4. Assignment, Transfer, and Deputation**

Though you have been engaged to a specific position, the company reserves the right to send you on deputation/transfer/assignment to any of the company's offices or client offices in India or abroad, whether existing at the time of your appointment or to be set up in the future.

#### **5. No Benefit**

As a **Manager/Executive**, you will not be governed by the Rules, Regulations or statutes generally applicable to workmen such as working hours, weekly off, holidays, overtime, Bonus and Gratuity, etc.

#### **6. Dispute**

Any dispute between yourself and the Company concerning or relating to or arising out of our contract shall be subject to the jurisdiction of and be determined by a court of competent jurisdiction in Delhi only.

#### **7. Monthly Performance Review**

- a. The company will do a monthly performance review of your performance to ensure you fit the job role and meet the set criteria.
- b. If we find you unable to meet the work standards in the monthly performance review, we will expect you to improve your performance in the next month's review.
- c. Failing to meet the work standards in consequently three monthly reviews shall automatically lead to your termination.

#### **8. Increment**

- a. Increment will not be automatic, but will depend on
  - i. the financial results of the company and that of your department; and
  - ii. your performance.
- b. Increment will be granted subject to the above and the approval of the board of directors of the Company ("Management").

## **9. Training**

- a. You will hold yourself in readiness for any training at any place whenever required. Such training would be imparted to you at the company's expense.
- b. Kindly note that refusal to participate in a training program without any extraneous circumstances would lead to the automatic termination of your employment.

## **10. Intellectual Property Right**

- a. The company shall have the sole ownership rights of all the work that you may create during the tenure of association with the company including but not limited to the creative concept that you may develop during your association with the company.
- b. The company shall be entitled to use, utilize, and exploit any invention, process improvement, operational improvement, or other process/method likely to result in more efficient operation of any of the activities of the company achieved or done by you.

## **11. Restriction on Personal Use**

Use of company resources for personal use is strictly restricted. This includes usage of computer resources, information, Internet service, and working time of the company for any personal use.

## **12. Standing Orders**

- a. You will abide by the Standing Orders, rules & regulations and service conditions that may be in force or application to the organization or are framed from time to time by the company.
- b. You will be governed by the laid down code of conduct of the company and if there is any breach of the same or non-conformance of contractual obligation or with the terms and conditions laid down in this agreement, your service can be terminated without any notice; notwithstanding any other terms and conditions stipulated herein the company reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interest.

### **13. Appointment in Good Faith**

- a. It must be specifically understood that this offer is made based on your proficiency in technical/professional skills you have declared to possess as per your application for employment and your ability to handle any assignment/job independently. In the case at a later date, any of your statements/particulars furnished are found to be false or misleading or your performance is not up to the mark or falls short of the minimum standard set by the company, the company shall have the right to terminate your services forthwith without giving any notice notwithstanding any other terms and conditions stipulated therein.
- b. The above terms and conditions are based on the company's policy, procedures and other rules currently applicable in India and are subject to amendments and adjustments from time to time. In all matter, including those not specifically covered here such as traveling, retirement, etc. you will be governed by the rules of the company as shall be in force from time to time.

### **14. Leave and Time Policy**

You will be entitled to leave as per law in force and as laid down in the Standing Orders of the company.

- a. The company allows one day casual leave per month.
- b. The casual leaves are non-cashable and can be carried forward for next month if you have completed 1 year with the organization.
- c. You cannot avail the casual leave in your probation or training period.
- d. The company allows a short leave of 2 hours in a month with prior approval. If the person is unable to join the office in 2 hours, a fine of INR 500 will be levied.
- e. One (1) day advance intimation is required to be given for availing leave. In the event of a sick leave you will be required to furnish a doctor's certificate for the period of leave.
- f. The company follows a strict time schedule and late comings are discouraged unless otherwise notified by you in advance.
- g. Late marks will be accorded to you for every late entry with a fine of INR 100 per late coming after three late comings in a month.
- h. Leave with prior information or unauthorized absence from duty will directly lead to your salary deduction for that day/day.

- i. Absence without permission from duty for a continuous period of 2 days would make you lose your lien on employment. In such case your employment shall automatically come to an end without any notice of termination or notice pay.
- j. The leave calendar is shared on mail at the beginning of every financial year.

#### **15. Daily Work Reporting**

- a. The company uses daily work reporting tools to track the work done and the performance of the employees. Daily reporting is mandatory for every employee.
- b. Failing to submit the work report shall attract a fine of INR 500 for that day.
- c. If there is inconsistency in submitting the reports or an employee is found to generate false reports, the company has the right to terminate the person without any notice or payment thereby in lieu.

#### **16. Dress Code**

- a. The company expects employees to dress appropriately in business attire from Monday to Thursday. Business attire includes suits, pants, shirts, skirts, and dresses that, while not formal, are appropriate for a business environment.
- b. Jeans, t-shirts, shirts without collars, and footwear such as flip-flops, sneakers, and sandals are not allowed from Monday to Thursday.
- c. Fridays are informal dress days and employees are free to wear any casual dress of their choice.
- d. If clothing fails to meet these standards, as determined by the employee's manager and Human Resources staff, the employee will be asked not to wear the inappropriate item to work again.
- e. If the problem persists, the employee may be sent home to change clothes and will receive a verbal warning for the first offense. All other policies about personal time use will apply. Progressive disciplinary action will be applied if dress code violations continue.

#### **17. Official Warnings**

If you are unable to comply with any of the organizational policies stated here or in the employee handbook, you will be given a verbal warning and two written emails. Failure to address them or repetition will result in your termination from the company.

## **18. Final Settlement**

In case you or the company decides to discontinue your services, your final settlement shall be done via postdated cheque of 90 days. You will be provided the PDC along with other documents within 1 week of your final day in the organization.

## **19. Mobile Usage**

- a. An employee can use the mobile phone for business activity.
- b. It cannot be used excessively for personal usage like personal mailing, social media, downloading media including videos, songs, movies, file sharing etc.
- c. Mobile can't be used to store or share objectionable material sharing of any proprietary information.

## ANNEXURE C (EMPLOYEE NON-DISCLOSURE AGREEMENT)

In consideration of my employment with 1Solutions (the “Company”), the undersigned hereby agrees and acknowledges:

1. That during the course of my employment, there may be disclosed to me certain trade secrets of the Company; said trade secrets including but not limited to:
  - a. Technical information: Methods, processes, formulae, codes, compositions, systems, techniques, inventions, machines, computer programs, and research projects.
  - b. Business information: Customer lists, proprietary customer information, pricing data, work methodologies, sources of supply, financial data, marketing plans and strategies, production, or merchandising systems or plans.
2. I agree that I shall not during, or at any time after the termination of my employment with the Company, use for myself or others, or disclose or divulge to others including future employers, any trade secrets, client information, company information, or any other confidential information of the Company in violation of this agreement.
3. That upon the termination of my employment from the Company
  - a. Shall return to the Company all documents and property of the Company, including but not necessarily limited to: web logins, social media accounts, blueprints, reports, manuals, correspondence, customer lists, computer programs, and all other materials and all copies thereof relating in any way to the Company's business in hard or soft copies, or in any way obtained by me during the course of employ. I further agree that I shall not retain copies, notes, or extracts of the foregoing.
  - b. The Company may notify any future or prospective employer or third party of the existence of this agreement and shall be entitled to full injunctive relief or any damages arising thereof for any breach.
  - c. This agreement shall be binding upon me and my personal representatives and successors in interest, and shall ensure to the benefit of the Company, its successors and assigns.

Signed this on this date:

Agreed and Signed by \_\_\_\_\_

Name: \_\_\_\_\_