

To:

Ms. Rashika Yadav

D/o: Man Singh

Vill: Ghamsira, Tehsil-Manjhanpur,
Karari, Kaushambi, UP – 212206

Mobile: +91-8929844898 | PAN: BGMPPY5514N

Subject: Letter of Appointment

Dear Ms. Yadav,

We are pleased to appoint you as **Web Developer** with **Consortium eLearning Network Private Limited** (“Company”) under the following terms and conditions.

1. Compensation

- 1.1 Your CTC is **₹2,42,460/- per annum**, inclusive of PF, ESIC, bonus, and statutory benefits as per law.
- 1.2 Compensation may be revised at the Company's discretion based on performance, appraisal policy, and applicable laws.
- 1.3 Salary details are confidential and must not be disclosed, except to HR or your reporting manager.

2. Commencement & Tenure

- 2.1 You will serve a **probation period of 3 months**, extendable at management discretion.
- 2.2 On successful completion, employment will continue unless terminated under this Agreement.
- 2.3 Your appointment is **full-time and exclusive**; you shall devote your full working time to Company business.

3. Termination

- 3.1 **By Employee:** You may resign by giving **30 days' written notice** (after probation). During probation, resignation requires **7 days' notice**.
- 3.2 **By Company:** The Company may terminate by (a) 30 days' written notice, or (b) salary in lieu of notice (after probation). During probation, **7 days' notice** or immediate termination without cause.
- 3.3 **For Cause:** Termination without notice if you commit misconduct, fraud, wilful negligence, breach of confidentiality/IP, absence without leave >7 days, conviction for an offence, or falsification of documents.
- 3.4 On termination, all Company property must be returned, and a **No Dues Certificate** obtained.

4. Duties & Transferability

- 4.1 You will work diligently, comply with policies, and perform duties assigned by management.

- 4.2 You may be transferred to any branch, department, or group company in India or abroad, on the same terms. Deputation abroad binds you to serve for the deputation period.

5. Exclusivity & Outside Engagement

- 5.1 You shall not take up employment, consultancy, business, or academic course without prior written approval.
- 5.2 You will not engage with competitors during employment.

6. Confidentiality & Non-Disclosure

- 6.1 You must maintain strict confidentiality of Company information, data, trade secrets, source code, client/reviewer/author details, and business methods.
- 6.2 Confidentiality obligations survive for **3 years post-employment**.
- 6.3 Disclosure/use for personal or competitive purposes is strictly prohibited.

7. Intellectual Property

- 7.1 All inventions, code, designs, works, and research created in the course of employment belong solely to the Company.
- 7.2 You warrant that such IP will not infringe third-party rights.
- 7.3 You must disclose all work created during employment and assign ownership to the Company.

8. Non-Solicitation & Restrictive Covenants

- 8.1 For **12 months post-employment**, you shall not solicit Company employees, clients, or vendors you dealt with during your service.
- 8.2 You shall not misuse Company knowledge or training for a competing business.
- 8.3 Post-employment **non-compete for 3 years**, as written in your undertaking, is legally risky under Section 27 of the Indian Contract Act. Hence, only **non-solicitation & confidentiality** clauses are enforceable.

9. Performance & Appraisal

- 9.1 Salary revisions and promotions are merit-based and subject to appraisal policy.

10. Misconduct & Disciplinary Action

- 10.1 Acts of dereliction, misuse of Company property, disobedience, malpractice, or breach of trust may lead to termination and recovery of damages.

11. Retirement & Superannuation

- 11.1 You shall retire at **58 years**, unless found medically unfit earlier, certified by a medical practitioner nominated by the Company.

12. Governing Rules & Policies

- 12.1 Your employment is governed by the **Companies Act, 2013, Shops & Establishments Act (UP)**, and other applicable laws.
- 12.2 You must comply with Company service rules, manuals, HR policies, circulars, and amendments thereto.

13. Governing Law & Jurisdiction

- 13.1 This letter shall be governed by Indian law.

13.2 Disputes shall be resolved through **arbitration under the Arbitration & Conciliation Act, 1996** with seat at **New Delhi**. Courts at **New Delhi** shall have jurisdiction for interim relief.

Acceptance

Please sign and return a duplicate copy as acceptance of this appointment.

We look forward to your contribution to our team.

For **Consortium eLearning Network Pvt. Ltd.**

Authorized Signatory _____

Employee Acceptance (Ms. Rashika Yadav) _____

UNDERTAKING

I hereby undertake to give one month notice period or surrender one month salary or pay one month salary back to company, in case I wish to leave the organization and do not surrender or pay to the company a one month salary then they can recover the same through the court. After leaving the organization I undertake not to take employment in any competitive organization where my trainings, knowledge & key information and trade secrets can be used against **Consortium eLearning Network Private Limited.**

I undertake that I will not be a part of any activity , event and organization in personal capacity or in group which acts as a competitor to the products and services of **Consortium eLearning Network Private Limited** while working with the company in full time or part time basis and even after leaving the company for next 3 years after my employment with the company.

It is clearly explained and understood that it is mandatory to take No Dues Certificate before leaving the organization in order to avoid any legal liabilities.

If the terms and conditions of the services are fully acceptable to you, please sign and return duplicate copy signifying your acceptance by affixing your signature.

Please sign the duplicate copy of this letter on each page, to be submitted to us as your acceptance of this offer and the terms & conditions detailed in this letter.

Please note that, no commitments other than what is mentioned in this letter will be applicable to you or entertained by us.

We look forward to having you as a member of our dream team.

Yours Sincerely,
For Consortium eLearning Network Private Limited

Authorized Signatory

Candidates Signature

DECLARATION

I, Rashika Yadav, hereby declare that I have understood the Letter of Offer and I agree to abide by the below mentioned clauses of Consortium eLearning Network Private Limited.

1. All the required documents to be submitted on the date of joining.
2. Salary will be subject to revision in case of non-submission of the required experience certificates.
3. Non disclosure of prior experience and non-submission of any of the required documents with Consortium eLearning Network Private Limited will lead to the termination of services.

In case, the aforesaid particulars are found to be incorrect or it is found that I have withheld some relevant facts, Consortium eLearning Network Private Limited has the right to withdraw the Letter of Offer.

Note: Please go through the contents of this letter of offer and the annexure before signing the duplicate copy and if satisfied please sign and return to us the duplicate copy of this letter, as a token of your acceptance.

Please bring the photocopies of the documents to submit listed below essentially on the joining date. Failing to do so can result in extension of the joining date or offer of employment letter with Consortium eLearning Network Private Limited stand cancelled.

Candidates Signature

ANNEXURE I

Copies of Documents to be submitted at the time of joining.

- **Passport size colored photographs (02 copies)**
- **Birth Certificate / School Leaving Certificate** showing date of birth
- Your **educational certificates** (10th Grade onwards) along with the **mark-sheets**.
- Appointment and Relieving Letter (s) of previous employers.
- Last month Salary Slip
- Any one of the i) photo ID and ii) Address proof
 - ✓ Passport
 - ✓ Driving License
 - ✓ Voter ID
 - ✓ PAN Card
 - ✓ Telephone Bills
 - ✓ Ration Card
 - ✓ Electric Bills
 - ✓ Notary Affidavit
- Medical Fitness Certificate from an authorized/ registered medical practitioner.

Candidates Signature

ANNEXURE II

Annexure II

This annexure forms part of the appointment letter.

Salary Structure (per month in ₹)

| Component | Amount (₹) |
|--|-------------------|
| Basic + DA | |
| HRA | |
| Conveyance | |
| Statutory Bonus (accrual) | |
| Special Allowance | |
| Gross (A) | |
| Employer PF | |
| Employer ESIC | |
| Total CTC (A + Employer contributions) | |

(Approx. ₹2,42,460 per annum)

Illustrative Monthly Payroll (for a full month – 30 days)

| Particulars | Amount (₹) |
|--------------------|-------------------|
| Gross | |
| PF Deduction | |
| ESIC Deduction | |
| Net Pay | |

(Subject to statutory taxes/TDS, eligibility, and attendance)

Notes

- Statutory bonus will be paid in accordance with the Payment of Bonus Act and company policy.
- Other reimbursements/benefits, if applicable, will be extended as per company policy.