**HR/APL/FPS033/2024-25 Dated – 9th Dec, 2024**

**LETTER OF APPOINTMENT**

**Mr. Ayush Srivastava**

**Address: Fouji PG, B3/484,**

**Tara Nagar, Duggal**

**Old palam Road**

**Dwarka, New Delhi**

Dear Mr. Ayush Srivastava,

With reference to the discussion you had with us, we are pleased to designate you as **“Android Application Developer”** posted at **2nd floor, Unit No. 221, Best Arcade, Plot No 3 Pkt-6, Canara Bank ATM, Sector-12, Dwarka, New Delhi-110078.** Your appointment shall be subject to the following terms and conditions:

1. This appointment is effective from your actual date of joining i.e. **“9-Dec-2024”**
2. You will be paid a total salary of **Rs. 22,000/- (Rupees Twenty Two Thousand Only)** per month. All tax implications arising as a part of your salary structure shall be borne by you. You would be entitled to casual/medical leave of 1 per month.
3. You shall be on probation for a period of 3 months from the date of your joining the organization. Permanent employment in the organization shall be considered based on periodic reviews made and on finding your performance during probationary period satisfactory. You shall, therefore have no legal right to continue in the employment on the expiry of your period of probation unless your services have been confirmed or your probation period has been extended by a specific order of the management in writing. Your probationary period of employment shall come to an automatic end on the completion of your probationary period.
4. Your services during the period of probation shall be liable to be terminated without giving you any notice or reason thereof. Likewise Probationer will be also be competent to terminate his contract of employment by giving 45 days of notice or one month basic salary in lieu thereof.
5. The company shall be competent to accept your prospective resignation with effect from a date earlier than the one offered by you and this relieve you at any time during your notice period as the notice is for the benefit of the management and balance notice period can be waived at any time by the management. In case the management at your request accepts a shorter period of notice, you shall be entitled to receive your salary only for the actual number of days worked.

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1. Your resignation shall become effective as soon as management accepts it. The management shall be competent to withhold its acceptance in respect of your resignation in case dues are recoverable from you or if you are under suspension and disciplinary proceedings are pending or contemplated against you or for any other reasons. After having elected to resign and give the intimation to this effect, you shall be debarred from withdrawing your resignation except with the written permission of the management.
2. The company will provide you training during the first one month of your employment with us and expects you to return the investment made on this training in the form of personal value addition to the company. The training materials provided to you are property of the company and confidential information. Carrying the materials outside the company or disclosing them to anyone other than employees of the company is a breach of trust and will result in immediate forfeiture of the holding amount and termination of employment without notice
3. Spreading rumors, soliciting employees of the company for outside employment or coercing coworkers to leave the company is strictly prohibited and frowned upon. Such actions will result in immediate termination of employment without notice and forfeiture of your holding amount.
4. 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 a proof of above we retain the right to review our offer of employment.
5. Your employment with us will be governed by the Terms & Conditions as detailed in Annexure - **A.**

**Annexure-A**

* 1. **Personal Particulars:**

You will keep us informed of any change in your residential address, your family status or any other relevant particulars. You would also let us know the name and address of your legal heir/nominee if any.

* 1. **Nature of Work:**

You will work at high standard of initiative, creativeness, efficiency and economy in the organization. The nature of work and responsibilities will be assigned and explained to you by your senior from time to time.

* 1. **Working Hours:**
     1. The regular working hours of the company are from 9.30 am to 6.30 PM including 40 minutes for lunch break and 10 minutes for tea breaks.

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The company follows strict time schedule and late comings are discouraged. Late marks will be accorded to you for every late entry with half day of absence counted for every three late marks.

It is expressly agreed that if you fail to perform the work according to the scheduled working hours or you resort to stoppage of work, whether alone, or with others, you will be entitled receive salary only in proportion to the working hours during which you actually performed work.

* 1. **Assignment, Transfer and Deputation:**

During your employment with the company, you are liable to be transferred from one job to another, from one post to another, from one department to another, from one location to another and from one division /branch to another belonging to or managed /operated by the company or its associates whether such unit/offices /division /establishment/company is sister concern or otherwise is in the existence at the time of appointment or is opened thereafter.

* 1. **Integrity and Devotion:**

You shall, at all times, maintain absolute integrity and devotion to duty and conduct yourself in a manner conducive to the best interests, credit and prestige of the management. You shall not, at any time, work against the interest of the management, or do anything, which is unbecoming of an employee. Any violation of this norm of behavior shall constitute misconduct for which the management shall be competent to take disciplinary action against you and also in case you act against the basic and universally accepted understandings.

* 1. **Secrecy/Confidentiality:**

You will not during the course of your employment with the company or at any time there after divulge, disclose or communicate or pass any information, secrets, which you may come to possess as a result of your employment with the company to an outsider or to anyone not employed by the company. At all times you shall maintain absolute integrity. You shall not communicate, in any manner, any information regarding your remuneration /terms of employment to any other employee of the company except your immediate superior. Indulgence in such activities or any violation of this norm shall lead to termination of your services immediately or taking some legal action for the same.

* 1. **Employment:**

Your employment with the company will be for full time and you shall not enter the services or employment whether full time or part time, of any other persons or yourself carry on or be interested in any business or profession of vocation during the course of your employment with this company except with the prior consent in writing of the company.

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* 1. **Restrain:**

1. **Access to Information:**

Information is available on need to know basis for specific groups and the network file server of the company is segregated to allow individual sectors information access for projects and units. Access to this is authorized through access privileges approved by unit mentors or project mentors.

1. **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.

* 1. **Leave:**

You will be entitled to leave as laid down in the HR Policy of the company. Three days 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.

* 1. **Security:**

Security is an important aspect of our communication and office infrastructure. Communication security is maintained by controlling physical access to computer system, disabling all working stations, floppy disk drives and companywide awareness about the need for protection of intellectual property and sensitive customer information.

* 1. **Fitness and Health:**

Your appointment and continuation in service is further subject to your fitness in health. In the event of your continuous illness for a period of six months or more, your services are liable to be terminated by giving one month notice or a month basic salary in lieu thereof. You are advised to maintain yourself in a state of medical/physical/mental fitness. This is in your own and company's interest.

* 1. **Termination of Service:**

1. The Employee, on joining the Company, undertakes to stay in employment of the Company for a minimum period of 6 months (excluding notice period). If employee leaves before 6 months of locking period, so organization will take legal action against employee.
2. In case you absent yourself from duty for continuous period of 10 days or more or extend leaves at your own and without the consent of management beyond originally granted leaves, you shall deemed to have left and relinquished your service. Such automatic relinquishment of the contract of employment shall be deemed as repudiation of the contract of employment by you, and not as a termination of the service by the company.

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1. 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.
2. In case if the employee leaves the company or terminates her employment, then she has to serve minimum 45 days of notice period and responsible to handover her work responsibility to the new hire as well as the company property to the human resource department and not able to leave till then the organization will hire the new candidate as her replacement. Since our company is a Manufacturing company as well as research and development of several projects that enjoys tremendous goodwill in the market. So, this is an employee responsibility to fulfill all the requirement mentioned the above agreement. Otherwise the company will take a legal action against the employee.
   1. **Standing Orders:**

You will abide by the company HR Policy, 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.

* 1. **Appointment in Good Faith:**

It must be specifically understood that your appointment is made based on your proficiency on technical/professional skills you have declared to possess as per your application for employment and your ability to handle any assignment/job independently. In 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.

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 you will be governed by the rules of the company as shall be in force from time to time.

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* 1. **Borrowing/accepting gifts**

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

Your employment is covered by **Fire and Personal Safety Enterprises** employee rule book which may be amended from time to time. If the terms mentioned aforesaid are acceptable to you then, please return the duplicate copy of this appointment letter, duly signed and dated as acceptance of our offer of appointment

If you are agreeable to the aforesaid terms and conditions, please return the duplicate copy of this letter with your signature thereon signifying your acceptance thereof.

We are pleased to have you in our organization and we sincerely hope that your close association with our organization will be beneficial to both of us.

Wishing you all the best and welcoming you to our pursuit of excellence.

**For Fire and Personal safety Enterprises**

**Authorized Signatory**

I accept the aforesaid terms and conditions of my employment. I have understood the implications thereof.

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**ANNEXURE – B**

Role and Responsibilities of **Android Application Developer**

* Design, develop and maintain application for web , mobile, or desktop platforms.
* Collaborate with stockholders to gather requirements and translate them into technical solutions.
* Write clean, scalable and efficient code following best practices.
* Test and debug application to ensure optimal performance and user experience.
* Integrate APIs and third-party services into application.
* Participate in full software development lifecycle, including planning, design, development, testing, and development.
* Maintain and improve existing applications by fixing bugs and implementing bugs and enhancements.
* Stay updated with the latest technologies, frameworks, and best practices in application development.

Plus, any other role of responsibilities within your capability may be assigned by management from time to time.

**Best Regards,**

**Fire and Personal Safety Enterprises**

**(Human Resource Department)**

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**ANNEXURE** – **C**

**Mr. Ayush Srivastava**

**Address: Fouji PG, B3/484,**

**Tara Nagar, Duggal**

**Old palam Road**

**Dwarka, New Delhi**

Dear Mr. Ayush Srivastava,

Salary structures are bifurcated as under:

|  |  |  |
| --- | --- | --- |
| **Particular** | **Per month (Rs)** | **Yearly (Rs)** |
| **Basic** | **8800** | **105600** |
| **HRA** | **3520** | **42240** |
| **Conveyance** | **880** | **10560** |
| **Others** | **8800** | **105600** |
| **Total CTC** | **22000** | **264000** |

The above net pay is subject to Tax deductions, which will be calculated as per your Declaration for Exemptions and investments.

**Fire and Personal Safety Enterprises**

**Authorized Signatory**

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