



(Techracers Private Limited)

**Date: 10<sup>th</sup>-Feb-2021**

To,  
Sourabh Choudhary,  
Indore,

**Sub: Appointment Letter**

Dear Sourabh,

With reference to your application, and subsequent interview. We are pleased to formalize your appointment with Deqode, hereinafter referred as a Company on the terms and conditions given below:

- |                        |                              |
|------------------------|------------------------------|
| 1. Designation         | - Solution Engineer          |
| 2. Date of Appointment | - 10 <sup>th</sup> -Feb-2021 |
| 3. CTC                 | - 3,15,000                   |
| 4. Gross               | - 3,00,000                   |
| 5. Variable            | - 15,000                     |
| 6. Personal email Id   | - csourabh8824@gmail.com     |
| 7. Enclosed:           |                              |

**Annexure A:** Terms & Conditions

**Annexure 1:** Detailed remuneration structure

**For deqode India**

**Latha Sharma**

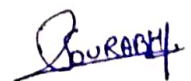
**Head – HR**

For & on behalf of Deqode

Tower 61, 1st Floor, Opposite to Mata Gujri Girls College, BRTS Road, Bhanwarkua, Indore

## Annexure A: Terms and conditions

1. Your CTC will be **3,15,000 (Three Lakh- Fifteen Thousand Only)** Per Annum as per **Annexure 1**.
2. **Salary Revision:** Your next performance review will be after completion of 1 year in the organization from the date of joining.
3. **Place/Transfer:** Your normal place of work will be at our Indore office. The Company may however reassign and/or transfer you to any unit/ office/ branch/ location or any of our associate companies/or a client location at any time in any part of India and/or abroad at the sole discretion of the Company. The Company may also assign you to projects that require you to travel within and outside of India. In the instance of your travel on behalf of the Company, you would be entitled to reimbursement of expenses and allowances as per Company policies applicable at that time.
4. **Probation/Confirmation:** You will be on a probation period for **3/6/9/NA months**. Your performance will be assessed for confirmation on various parameters as may be required according to Company policies at the time of assessment. Depending upon the assessment of your performance during this period, the probation could be extended. In circumstances of poor or unsatisfactory performance during the probation period, your employment with the company may be terminated without any prior notice.
5. **Leave:** You would be entitled to take leaves as per the Company's Leave Policy.
6. **Employment Condition:** You will not engage in any other commercial or business activity, even part time, for any monetary/non-monetary gains.
7. **Rules & Regulations and Code of conduct:** Your employment will be governed by rules and regulations and code of conduct laid down by the Company, including those as provided on the Company's intranet. You are required to follow the code of conduct and disciplinary rules, which may be framed or modified from time to time. Also, by joining the Company, you are accepting all the prevailing policies of the Company and any future changes in the policies from time to time.
8. **Termination of employment:**
  - (A) In the event of resignation or termination of services, Onroll employee has to serve 45 working days' notice periods and an Intern or a team member on probation has to serve working 30 days' notice. In case you give a notice to resign from your employment, the Company reserves the right (i) to require you to leave at any time during the notice period without payment of salary in lieu of the balance notice period and (ii) not to accept any payment in lieu of notice as may be offered by you.
  - (B) In the event of any misconduct on your part, including but not limited to (i) fraudulent, dishonest or undisciplined conduct, (ii) breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to the Company's property, (iii) insubordination or failure to comply with the directions given to you, (iv) insolvency or conviction for any offence involving moral turpitude, (v) breach of any terms or conditions of employment (vi) irregularity in attendance, or unauthorized or unapproved absence from the place of work, (vii) going on or abetting a strike in contravention of any law for the time being in force, (viii) conducting yourself in a manner which is





regarded by the Company as prejudicial to its own interests or to the interests of its clients or (ix) misconduct as provided under the labour laws or under Company's policies, your employment may be terminated forthwith by the Company without notice and/or salary in lieu of notice.

(C) If an employee fails to serve 45 working days' notice periods, he/she will be liable to pay a sum of Rs. 1,50,000 to the company.

On termination of your employment, you will immediately hand over to the Company all Company's property, which may be in your possession including but not limited to access card, correspondence, specifications, books, documents, templates, market data, records, confidential information intellectual property etc. belonging to the Company or relating to its business and shall not retain or make copies of these items. It is further agreed and understood that until such time as all of the Company's property is returned,

the Company shall, in addition to initiating legal proceedings for recovery (and without prejudice to any other rights or remedies that Company may have under law or equity), be entitled to withhold your salary, emoluments or other dues then or in future payable to you, and may further, at its discretion, deduct there from the full value of the said property/properties calculated at its then replacement price. You recognize and agree that the Company shall be entitled to recover from you and you shall be bound and liable to make good to the Company any loss suffered by the Company on account of misuse of the Company's Property by you and/or any damage occasioned to the Company's property, whilst in your custody. The amount against the loss can be from INR 1,00,000 to 10,00,000.

You also acknowledge and accept that at the time of release from employment of the Company, irrespective of the reasons for cessation of employment, you will comply with all policies of the Company and sign and submit documents as may be required as per exit policy of the Company.

In the event that you fail to attend to your duties for a period of 7 (seven) consecutive days, without any valid reason or without prior approval of the management, it will be considered as your absconding from work and the Company shall be entitled to terminate your employment without any notice or payment in lieu of notice and you will be liable to pay a sum of Rs. 1,50,000 for this loss.

(D) Except to the extent the **Deqode** may otherwise direct, the Employee shall keep secret and confidential **Deqode's** and **Deqode's** Client's information, proprietary intellectual property, documents instruments relating to inventions, secret processes, special techniques, names and Addresses of other employees working for the **Deqode** and **Deqode's** Clients and the like, which he/she may acquire or have acquired during his/her Job / Service as aforesaid or during his/her service with the **Deqode** during the continuation of his/her employment, as well as thereafter, and not disclose them to any third party.

(E) The Employee agrees to work on software development, maintenance and support assignments at **Deqode's** discretion in India and /or Overseas.

9. **Deduction:** All payments to you under the terms of employment are subject to deduction at source under the Income Tax Act and other encashment that may be in force from time to time. All the deductions will be made time to time as per the applicable law for ex: Pf, ESIC, Professional tax but not limited to the said.

The Company will also be entitled to deduct from the payments due to you, any dues payable by you to the Company. Accordingly, you are required to submit all required proof of permitted savings / investments and other details at the time specified by the Finance Dept. to enable the Company to comply with the provisions of law. In the event of non-compliance by you as aforesaid if the Company is required





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to pay any interest or payment under Income Tax Act, It shall deduct the amount as may be paid or payable from your salary or other payments and you shall allow the Company to comply with these requirements without objection.

10. **Past Records:** Your appointment is subject to the verification of your credentials, testimonials, reference checks and other particulars given by you at the time of offer. If the particulars given by you are in any way found to be inaccurate or misleading, your employment shall be deemed to stand automatically cancelled and your services will be terminated immediately.

#### 11. **TERMS OF JOB / SERVICE**

A) The Employee shall, while on Job/Service, work with all due care, industry and diligence and to the best of his/her ability and abide by and conform to all the rules and regulations and conditions in regard to hours of work, holidays, discipline and other conditions obtaining at the work place and the institutions, to insure harmony and team effort obtaining at such work site.

B) The Employee during the period of his/her Job/service and familiarization:

Shall follow the instructions of the senior employees, officers of the **DEQODE** and other designated authorities – including clients' officers – Under whom he/she may from time to time be assigned. Shall at all times obey the rules and regulations to promote harmony and work as a member of the team.

Shall attend any technical or part-time course/s conducted internally or by technical or educational institute approved by the **DEQODE** if such Attendance is required in the discharge of his/her duties. Shall not engage himself / herself in way work/assignment other than that arranged by the **DEQODE** even while off duty and shall devote himself / herself solely to the objectives of the Job / Service.

(C) Except to the extent the **DEQODE** may otherwise direct, the Employee shall keep secret and confidential **DEQODE's** and **DEQODE's** Client's information, proprietary intellectual property, documents instruments relating to inventions, secret processes, special techniques, names and Addresses of other employees working for the **DEQODE** and **DEQODE's** Clients and the like, which he/she may acquire or have acquired during his/her Job / Service as aforesaid or during his/her service with the **DEQODE** during the continuation of his/her employment, as well as thereafter, and not disclose them to any third party.

(D) The Employee agrees to work on software development, maintenance and support assignments at **DEQODE's** discretion in India and /or Overseas.

(E) All disputes arising in the matter of your appointment will be subject to the jurisdiction of appropriate courts of Indore.

#### 12. **ADDRESS FOR THE PURPOSE OF SERVICE**

All communications between **DEQODE** and Employee shall be deemed to have been effectively served, if mailed by registered mail to the address recorded above on the 7 pages. Any change in the above addresses of any of the concerned parties i.e. **DEQODE** Employee shall be provided to the other parties by registered mail within a period seven (7) days of change. If no such change has been provided or received, the addresses mentioned above shall be deemed to be the addresses of the concerned parties and delivery of such notice at the above addresses will constitute sufficient notice to the parties for all remedial proceedings judicial or the other, to be initiated, as necessary.

#### 13. **Miscellaneous**

Tower 61, 1st Floor, Opposite to Mata Gujri Girls College, BRTS Road, Bhanwarkua, Indore



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A) Date of termination will be taken as the day when any written communication either an email (on official E-Mail Address as recorded below at the end of both parties) in the appointment letter or a signed letter is received by the other party.

After submitting the resignation neither any Paid Leaves/comp off will be allotted to the employee nor the employee can avail any paid leave/comp off while serving the notice period.

B) Company may change/amend its policy time to time and the old Company policy may, at any time, and at Management discretion change/amend/modify, with or without notice to the employee. You are liable to follow the modified policy from the effective date.

We are delighted to have you in the Company. And hope that this will be the beginning of a long and successful career with us.

**Declaration:** I, Sourabh Choudhary, by undersigning this document, declare that I have fully reviewed and understood the details of the Appointment letter and that I agree with all the terms & conditions of the employment. I accept the employment opportunity extended by Deqode.

Name: Sourabh Choudhary  
Signature: [Signature]

Date: 10<sup>th</sup> Feb 2021

Address: 85/4 Vallabh  
nagar, Indore

**For Deqode India**

[Signature]

**Latha Sharma**

Head – HR

For & on behalf of Deqode



## Annexure – 1: Salary Structure

S No	PARTICULARS	Amount in Rs.	
		Per Month	Per Annum
1	Basic	12500	150000
2	Dearness Allowance	2500	30000
3	House Rent Allowance	7275	87300
4	Other Allowance	2725	32700
	Total Fixed Remuneration (A)	25000	300000
5	Food & other benefits (B)		15000
	Total Cost to Company (A+B)		315000

In Words (Three Lakh- Fifteen Thousand Only)

For Deqode India

*[Signature]*

Latha Sharma

Head – HR

For & on behalf of Deqode

**Declaration:** I, Sourabh Choudhary, by undersigning this document, declare that I have fully reviewed and understood the details of the Appointment letter and that I agree with all the terms & conditions of the employment. I accept the employment opportunity extended by Deqode.

Name: *Sourabh Choudhary*

Date: *10th Feb 2021*

Signature: *[Signature]*