

WDO INSTITUTIONS PVT. LTD.

Registration number U80301TR2022PTC014159

Date: - 21-07-2023

To,

Yogita Upadhyay

Address: Saraswat Enclave, Station Road, Tundla, District- Firozabad,283204

OFFER LETTER

Dear **Yogita Upadhyay**

We are pleased to inform you that you have been offered an employment in “**WDO INSTITUTION PRIVATE LIMITED**” as"

w.e.f. 21-07-2023

This offer will be valid for 0 days from the date of this letter. If this offer of employment is acceptable to you, please let us know your acceptance of employment by confirming via email or telephone within 1 day of receiving this letter and providing a signed copy of this letter by post. If we do not hear back from you within this period this offer will be deemed to be cancelled and we are not obliged to hold the position open for you.

If you accept this offer you are required to join on **21-07-2023**. If you are unable to report for joining on the said date you are requested to inform the company in writing. The following documents are required to be produced at the time of joining. Please provide originals and self-attested Photostat copies; originals will be returned after verification.

1. Relieving Letter from all your previous employers.
2. Salary slip or salary certificate from most recent employer
3. Experience Certificate from all previous employers
4. Proof of Academic Qualification (Class 10th Equivalent and above):
 - 10th & 12th mark sheets
 - Under graduate / degree mark list and degree certificates
 - Post-graduation mark list and degree certificates (if any)
 - Other qualifications - mark lists and certificates (if any)

WDO INSTITUTIONS PVT. LTD.

Registration number U80301TR2022PTC014159

5. Proof of identity i.e. PAN card, driving license, Electoral card
6. Photographs (3 copies)

By accepting this offer you are also confirming that: -

1. Salary

- a) Your Gross and Net Monthly Salary will be as per the **Annexure-A** and the amount of which will be given to you by 5th day of every following month.
- b) Your 1st month salary as per **Annexure-A** will be given to you as 50% of full salary and remaining 50% salary will be given as your 2nd month salary.
- c) From the 3rd month pay period onwards, you will get the benefit of your full salary credit.
- d) Your growth and increase in salary will depend solely on your performance and contribution to the company. Your Performance will be judged on the basis of your technical capability and sincerity towards your work.

2. CTC - Allowances, Gratuity, Taxes, Insurance

The CTC agreed upon by this contract will be inclusive of your PF, allowances, gratuity, insurance and any associated components. You will have the option to discuss the percentages of these components with the Company.

3. Probation Period

You will be on Probation for a period of **Two months** and may be confirmed as a permanent employee upon successful completion of your Probation. The period of Probation can be extended further period of three months or part thereof. During the probation period, candidate can avail leave only in case of any emergency and the maximum number of leaves to be granted will not be more than **8 days** on the discretion and approval of the management.

WDO INSTITUTIONS PVT. LTD.

Registration number U80301TR2022PTC014159

4. Notice Period

- a) During the initial and extended period of probation, your services will be terminable on either side by 30 days' notice.
- b) After successful completion of probation, your notice period on either side is 30 days or payment of salary in lieu subject to discretion of Company.
- c) A notice of 3 months is required during the first year of your employment with the company by either party to terminate this contract. In subsequent years either party may terminate the contract with a notice period of 1 month. Notice period is considered to start from the point the termination letter is received by the manager.

5. Employee Duties and Responsibilities

- a) You will be starting at the Company at the designated position as per the Offer Letter. However, you will be expected to perform the duties and responsibilities of the roles that will be assigned to you time to time by the Company.
- b) You will be expected to display high levels of initiative and efficiency in your work. You are also expected to perform your duties and responsibilities meticulously and to the best of your capabilities and to the satisfaction of the Company. You are expected to show this level of commitment for tasks that are part of your job profile and also any other task that you would be reasonably expected to perform during your employment with the Company.
- c) It is your responsibility to ensure quality output in all activities that you engage in either directly as an individual or as a team member/leader. As a fulltime employee, you shall devote your time and capabilities for the discharge of your duties and responsibilities. You also agree to not engage in commercial activities that could conflict with your time and availability for delivering your responsibilities with the Company during your

WDO INSTITUTIONS PVT. LTD.

Registration number U80301TR2022PTC014159

- d) Employment with the Company. You are however free to engage in not-for-profit activities while you are not under official duty and outside of your office hours.

6. Working Hours, Holidays and Leave

Normal working hours of the company are **9:00 AM to 6:00 PM Monday to Friday. Saturday and Sunday are holidays**. Employees are provided with the opportunity to take paid leave every year accrued at the rate of leave per month. The company also provides 12 annual holidays announced at the beginning of every year. Except for emergencies and medical reasons leave will be granted only on 3 days prior notice and approval by your managers.

7. Termination

- a) If any of the information furnished by you through your resume/application form or any other document in connection with your employment with us is found to be incorrect or it is found at any time that you have not revealed any relevant information, your services shall be liable to be terminated forthwith without any compensation whatsoever.
- b) In case of termination/ask to leave during the notice period due to performance or behavioral issues, the payment of notice period will be made on pro-rata basis and the same will be calculated on the monthly salary.
- c) On termination of your employment with the company irrespective of the circumstances, you are bound to return to the company:
- any material items belonging to the Company per inventory, and all non-material items in your possession including but not limited to Intellectual property (documentation, software, email correspondence) and any other information required for the continued execution of the duties of your role (login credentials, business contact information).
 - any physical company documents that you may have in your possession.

WDO INSTITUTIONS PVT. LTD.

Registration number U80301TR2022PTC014159

- Any other company assets within your control like apartments, leases etc.
- d) You are also bound to repay any and all outstanding debts or loans due to the company and the company is hereby authorized to deduct from any payments due to the employee the amount due to the company.
- e) You will also be bound by any previous confidentiality, non-disclosure or non-compete agreements that you had signed as part of your employment until the individual termination of such contracts.

8. Non-Disclosure

You agree to sign and be bound by the terms of the Non-Disclosure, Non-Solicitation and Non-Competition Agreement required to be signed by you during the term of your employment with the Company and at all times thereafter. You also hereby agree to comply with the terms of any policies of the Company relating to the protection of confidential information from time to time. You are also required to strictly maintain as confidential and not divulge or communicate in any manner, any information regarding your remuneration / terms of employment to any other employee of the Company except your immediate superior. Any disclosure of confidential information will be considered a serious misconduct and breach of the terms of your employment and in that situation, you shall be liable to compensate Rs.5 lakhs to the company as damages.

9. Transfer

Although your first posting is as per the Offer Letter you are liable to be posted to any department / office of the Company or its partners or customers in India or abroad as required by your job profile and needs of the business at the discretion of the company.



WDO INSTITUTIONS PVT. LTD.

Registration number U80301TR2022PTC014159

10. Increments and Promotions

Your career path in the company will depend solely on your performance and your capability. Your individual performance will be reviewed on a regular basis by your managers and by your peers providing the criteria for your increments and promotions. Regular performance reviews will be conducted every six months.

11. Arbitration

- a) Where any controversy, dispute or disagreement arises between the Employee and the Company as to the interpretation or application of any of the terms, conditions, requirements or obligation under this Agreement or the performance hereof which the Parties are unable to resolve by agreement, the Parties hereby agree to refer the controversy, dispute or disagreement to arbitration of **Sh. Chirag Mittal, Advocate, Delhi High Court.**
- b) All arbitration proceedings shall be conducted in English and the venue for conducting such proceedings shall be at **Karnataka, India.** Judgment upon any arbitral award so rendered may be entered in any Court having jurisdiction, or application may be made to such Court for a judicial acceptance of the award and an order to enforcement, as the case may be.
- c) The Parties hereby agree that a matter may be referred to arbitration as provided herein, the Parties shall nevertheless, pending the resolution of the controversy, dispute or disagreement, continue to fulfill their obligations under this Agreement, so far as they are reasonably able to do so.

12. Other Terms & Conditions

The company may make such rules and /or layout such procedure as may be deemed necessary for the employment administration of the terms and conditions of your employee as stated in this letter with due intimation to you and the same will be binding on you. You will also be governed by the rules and regulation of the company as Applicable in your category of employee.

WDO INSTITUTIONS PVT. LTD.

Registration number U80301TR2022PTC014159

- a. You will automatically retire at the age of 60 years. You may also be retired earlier if found medically unfit by the company doctor.
- b. You will not be permitted to undertake any other employment or engage in any external activities of a commercial nature prior written approval.
- c. During employment, or, thereafter, you shall not divulge to any third party any information regarding the affairs or business matters of the company or information regarding its customers without prior written approval.
- d. All information that comes to your knowledge by reasons of your employment with the Company is deemed to be confidential.
- e. You will be required to apply and maintain the highest standard of personal conduct and integrity and with all Company policies and procedures. All acts Subversive of good conduct and discipline like insubordinate, grossnegligence, corruption, fraud, forgery, misappropriation etc. would warrant strong disciplinary action from the company.
- f. The Company reserves the right to terminate your employment summarily without any notice period or termination payment, if it has reasonable grounds to believe you are guilty of misconduct or negligence, or have committed any fundamental breach of contract or caused any loss to the Company.
- g. Any violation of the above mentioned or any other company procedures and policies would attract as per company disciplinary in force.
- h. All matters pertaining to the remuneration package offered to you are confident and therefore you will maintain confidentially of the same.
- i. The formalities of submitting proper letter of resignation and obtaining "No-Dues certificate" from all concerned shall have to be compiled before getting released from the Company failing which nothing is claimable from "**WDO INSTITUTION PRIVATE LIMITED**". In the event of any incomplete

WDO INSTITUTIONS PVT. LTD.

Registration number U80301TR2022PTC014159

assignment, the company will have discretion to relieve you only at the end of completion of task.

- j. An employee shall not be absent without taking the prior approval on leaves from Department Head. In case the employee is absent without such proper approval for more than 7 days, it will be declared as absconded from the services of the organization. In such cases, the company will be free to take action against the employee as it may deem fit, including levying penalty on employee.
- k. The Company, at its discretion, may alter, replace or annul any of the above, should circumstances so warrant either as a result of statute or otherwise. All changes will duly be updated on the company intranet and will be duly notified to the employees through proper channels.
- l. You will be governed by the rules and regulation, of this organization in force from time to time.

ANNEXURE – A

Name	Yogita Upadhyay
Designation	
Date of Appointment	21-07-2023
Date of Joining	21-07-2023
SALARY COMPONENTS	MONTHLY (INR)
Basic	0
HRA	0
Conveyance Allowance	0
Special Allowance	0
GROSS SALARY	0
PF (Employee's Share)	0
PF (Company's Share)	0
Mobile Allowance	0
Insurance benefits	0
Gratuity	0
TOTAL CTC	0

WDO INSTITUTIONS PVT. LTD.

Registration number U80301TR2022PTC014159

Note:

- Other benefits are applicable as per the Company Policy.
- Mobile and conveyance will be as per the Company policy.
- Statutory deduction will be done as per PF/ESI rules.
- Statutory and personal tax will be deducted as per the government rules.
- Medical Insurance Benefit will be provided as per the Company policy.

We welcome you to the "**WDO INSTITUTION PRIVATE LIMITED**" family and wish you a rewarding carrier over the years to come.

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ABHIJEET SARKAR,

Director

For "**WDO INSTITUTION PRIVATE LIMITED**"

(On a duplicate copy or office copy)

I fully understood the terms and condition of my appointment letter and accept the same without any reservation in token of acceptance I have signed a duplicate copy of this offer of appointment.

Signature: -

Name: