

23/04/2020

Mr. Sarvesh Kumar

Flat No – 9, Shree Krishna Apartment,

Block – J, Sector – 16, Rohini

Delhi - 110089

APPOINTMENT LETTER

Dear Mr. Sarvesh Kumar,

With reference to your Application for employment in Travel Decorum Business Solutions Pvt. Ltd., we have pleasure in appointing you as **Assistant Manager – IT** with effect from 01<sup>st</sup> May 2020 in our Company on a salary of **INR 10,80,000/-** per annum.

1. You will be on probation for a period of six months and during the period of probation; your services are liable to be terminated without giving any notice or reasons and payment in lieu of it. Your services will be confirmed upon your satisfactory performance during probation period. You will not be eligible for leaves during probation period.
2. The management shall be entitled to loan, transfer wholly or partly your services of the Company which in or at that time may be an associate or subsidiary of the Company.
3. You shall serve the Company at such place or place or places in the Union of India as the Company may appoint or at such place or places in the Union of India as the Company to which your services are loaned or transferred as aforesaid may appoint.
4. During the period of your employment you shall, if so required by the Company, undertake such traveling in India and abroad as the Company may from time to time direct in connection with the business of the Company for which you shall be reimbursed traveling and other expenses in accordance with the Company's rules in force from time to time.
5. You shall perform the duties as may reasonably required or directed by the Management or those in authority over you, and you shall loyally serve and promote the Company's interest.
6. You shall at all times during your services with the Company conduct yourself soberly and show proper respect relating to and strictly obey and carry out all orders and directions of all persons in authority over you and also observe and conform to all the rules regulations and arrangements of the Company in force from time to time.
7. You shall devote the whole time and attention to the business of the Company and shall not be engaged or be interested or concerned either directly or indirectly in any other duties work or business or occupation with any other persons, Company's or Company in any capacity whether for remuneration or otherwise.
8. You shall not absent yourself from duties except during such days as may be declared as holiday by the Company.
9. Your services are subject to completion of training, if you fail to clear the assessments, your services will be liable to be terminated.
10. Your working hours, weekly-offs, holidays, leave policies etc. will be governed by the rules and regulations of the Company. You will observe and be governed by all the rules and regulations of the Company that are in force now and also those that may come into force at a future date, even if they are not individually notified to you in writing. The Company has the sole and absolute right to change or introduce any of its rules and regulations/policies and procedures at any time to meet exigencies of business.

11. You shall ensure that all correspondence addressed to the Company or by the Company including copies of such correspondence and all vouchers, book records (including note books containing notes or records of business, sample and stocks or other goods belonging to the Company, circulars and all other papers and documents of any nature whatsoever relating to the Company's business which shall come into your possession in the course of your employment, remain the absolute property of the Company and that you will at any time during the currency of your employment or upon termination thereof for any cause whatsoever deliver the same to the Company on demand and without claiming any lien whatsoever thereon.
12. That you shall not during and after termination of employment with the company communicate either verbally or in writing directly or indirectly, on the affairs of the Company and its clients to any person or Company any of the secrets, concerns, affairs or information concerning the business on the Company with you may have acquired in the course of or incidental of your employment or in any other way publish, divulge or disclose any secrets, dealings, information's, papers, documents, books or matters of any kinds whatsoever relating to or affecting the business of the Company except of such person or persons as you may be from time to time be duly authorized to make known the same.
13. Any development work done, software developed, or any proprietary development done as per the profile of the job assigned and that you will have an opportunity to work on during your employment with the Company, will belong to the Company and you will have no interest what so ever in the work/application or programmer so developed.
14. You agree that you will at all-time faithfully, industriously, and to the best of your skill, ability, experience and talents, perform all of the duties required. You will comply with all the policies, procedures, rules and regulations, written and oral, announced by the organization time to time. You also agree that you will not leave the organization within two years of your employment, failing which will enable the organization to recover all the expenses incurred during your tenure of the employment.
15. That you shall, at all times truly and faithfully account for and pay or deliver to the Company, or as it may direct all money stores, good or other property of the Company or any of its allied interest or concerns for whom you may be acting for the time being on the instructions of the Company that may from time to time be entrusted or come into hand of the your charge and make and keep or cause to be kept all proper entries in book according to the direction of the Company.
16. That you shall be governed by the General/Service Rules as are existing at present or may be framed in future, details of which will be made know to you by the Management from time to time, but only to the extent that the same are not repugnant to any of the clauses of this offer letter.
17. That without prejudice to any of the clause herein, in case of breach of any of the terms mentioned in this appointment letter, or loss of confidence of the Partners or the Management, the Company/Management reserve the right to terminate your services without assigning any reason whatsoever, and no notice pay compensation shall be payable to you upon such termination.
18. In case of continued inefficiency or lower performance as compared to other employees of your category, company shall make all reasonable attempts to provide Training / Coach and if still the performance does not improve you may be separated from the organization without any notice pay or compensation thereof.
19. The Company shall be at liberty to terminate your services forthwith without notice or any compensation if you are found guilty of any act of disobedience, insubordination, insobriety, dishonesty or any act or conduct or commission or irregularity whether in the office or outside which deem detrimental to the interest of the Company.
20. Your absence for a period of three days without prior information or approval of the supervisor (including overstay of leave), shall be treated as Abandonment of service. The Company retains the right to terminate services without any prior notice or payment or F&F in lieu of notice in such instances.

21. Your services will liable to be terminated immediately if you were found to be; (I) disclosing the compensation/salary to anyone except manager and HR, (II) using of abusive language and/or disrupting the office decorum, (III) being involved in physical manhandling, (IV) being involved in discrimination based on age, race, religion, sex, origin or disability etc, (V) being involved in Sexual harassment (using derogatory words, portraying unacceptable gesture/pics etc., unwanted physical contact etc.), (VI) taking excessive and/or unscheduled absenteeism, (VII) under the influence of drugs or alcohol while being in the office premises, (VIII) sharing password, (IX) opening unauthorized website, (X) using of telephone, email for personal use and/or sending unauthorized message to anyone, (XI) unauthorized usage of company's provided equipment, (XII) being involved in theft and/or destroying office property, (XIII) violating any company policy, (XIV) acting against the interest of the company, its mission, values or client.

22. The appointment is terminable at any time on one month's notice or payment of one month's pay in lieu thereof, by either side. The Company may terminate your services without assigning any reason whatsoever so long as the condition regarding notice or payment of salary, in lieu thereof, is satisfied. If you resign notice period is 3 months.

You are requested to return the duplicate of this letter duly signed by you confirming your acceptance. We look forward for a long and fruitful association with you.

Yours faithfully,

For Travel Decorum