

**DATE: 01-Sep-2021**

**Name: VIVEK KUMAR**

**Address: NUTAN MAHA LAXMI COMPLEX, RAJENDERA PATH , RAILWAY HOSPITAL , PATNA , G.P.O, PATNA,PATNA, G.P.O, BIHAR ,800001**

**Subject: Appointment as "JR SOFTWARE DEVELOPER-ENGINEERING"**

**Dear Mr. VIVEK ,**

In reference to your application and the subsequent interviews you had with us, we are pleased to appoint you in our esteemed organization with effect from **01-Sep-2021** on the following terms and conditions:-

1. You shall be designated as **"JR SOFTWARE DEVELOPER-ENGINEERING"** but the Company shall be at liberty to utilize your services in other capacity or manner keeping in with your status.
2. Your appointment will commence from **01-Sep-2021** with posting at **Gurgaon** and you will draw consolidated gross salary of **INR 20,200.00/- (Twenty Thousand Two Hundred ONLY)** per month, kindly refer to the attached annexure for details of your remuneration.
3. You will also be entitled to Provident Fund and Gratuity according to the Company Rules/Practice or as provided for under any law for the time being in force.
4. The aforementioned salary is inclusive of Dearness Allowance and other Allowances. The consolidated salary is however, liable to be split into basic salary and Dearness Allowance at any future date, at the discretion of the Company. You will not be eligible to any other allowance or benefits other than what may be explicitly agreed by us in writing.
5. TDS will be deducted from your salary as per Income Tax Act. Income Tax on personal Income will be your liability and company will not be liable for the same.
6. You shall be on probation for a period of 6 (Six) months during which the management may terminate your services without giving any notice and assigning any reason, however you will be required to give one month's notice or one month's salary in lieu thereof. However the probation period may be extended if considered necessary at the sole discretion of the company. On satisfactory completion of your probation, you will be confirmed in writing and unless so confirmed you will be deemed to be on probation.
7. After completion of probation period, your employment can be terminated by either side by giving 3 months' notice in writing or two month's salary in lieu thereof. You would be required to give 66 working days' notice to complete the handover process. In case you leave your employment without serving above notice period:
  1. Company shall have right to deduct three month's salary or an amount equal to the number of days the notice fall short of, from any money that may be due to you, and shall recover such amount in the manner it deem fit. Any leave taken during notice period shall be counted as leave without pay and notice period would automatically get extended by those many days.
  2. Company shall have right to hold reliving letter & experience certificate.
8. Your appointment and continuation of your employment is always subject to your being found and remaining medically (Physically and Mentally) fit to perform the appropriate function assigned to you as per the nature of the job. During the continuation of your employment with us

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- at any stage, if the Management found that you have concealed a chronic disease and you are not medically fit to perform the appropriate function as required, in that condition your services shall be terminated with immediate effect or with one month notice period whichever the case may be, at the sole discretion of the Management.
9. This appointment letter and continuation of your employment is solely based on the information and documents supplied by you to the company at the time of joining. If it is found at any point of time that any one of the information's or documents are false, misleading, forged, or any kind of vital facts and information concealed, suppressed, omitted or exaggerated from us. In that condition your services with us shall be terminated with immediate effect and Company shall be also entitled to recover any dues, loss or damage occurred in any manner whatsoever due to representation to work with us, at the sole discretion of Company in the manner it deem fit.
  10. You shall not at any time abstain yourself from duty of the Company without prior sanction of the Management.
  11. Your duty hours is subject to periodical shift of timings and change in place of work/office at the discretion of management from time to time. Such shift time may be any shift morning, evening or night as per the exigencies of work and requirement of the company. The shift may be changed 24 hours X 7 days.
  12. You may avail leave due to you, as per Company policy, with the prior sanction of the Management. Even in case of leave on medical grounds you will have to inform the Management within 24 hours.
  13. You shall be governed by the rules, regulations and law of the land. Offences under Customs, Police and Excise will be treated as misconduct and if you are charged by any of the above-mentioned authorities your service will be terminated immediately. Apart from same you will be bound by the Company's service rules, Standing Order, instructions and policies issued time to time.
  14. As and when required, you will be liable to be transferred from one work of the Company to any other branch/department/sister concern/associate of the Company now in existence or that may come up in future in the same locality or in other places, within or outside India, that the company may choose, in the same or similar capacity or re-designated, if felt necessary, on the same terms of employment. You are also liable to be shifted from one shift to another shift whether in day or in night.
  15. You shall during the period of appointment.
    1. Devote your whole time and attention exclusively to the business and affairs of the company and not engage directly or indirectly in any business or activity in any capacity either full time or part time
    2. Keep all business and trade secrets, regarding the affairs and transactions of the company, including any secret processes, technical know how, information, documents as confidential and not use or divulge the same, wholly or partly or utilize the same directly or indirectly by yourself or through any other associate concern or otherwise during the course of employment or even thereafter and thus maintain the same as secret and confidential at all times so as not to prejudice or affect the company's interests thereby in any matter whatsoever.
  16. You shall not during and after the terms of your employment with us communicate either verbally or in writing directly or indirectly, partly or wholly, on the affairs of the Company/Group companies/sister concern/associates or its clients to any person, our business competitors or any Company, any of the secrets, concerns, affairs or any kind of information

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what so ever nature concerning the business of the Company which 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, paper, soft copies, data's, documents, books or matters of any kind 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, failing which, your services with us shall be terminated with immediate effect and Company shall be also entitled to recover any dues, loss or damage occurred due to the same, at the sole discretion of Company in the manner it deem fit.

17. All books, diaries, documents, papers, letters, data's, memorandum or communication in writing either in soft copies or hard copies which you during the continuance of your employment with the company shall make or cause to be made or receive from the Company or any Officer thereof or which shall by any means come into your knowledge or possession upon any matters relating to the affairs of the Company shall be treated as Confidential and shall be and remain the exclusive property of the Company and you shall not make, except upon specific instructions from Directors of the Company or of any proper Officer authorized on their behalf forthwith deliver the documents or any of them or any soft/hard copies or extracts there from as shall be directed by the Directors or the proper Officer as aforesaid of the Company. You, however, before relinquishing your assignment will handover of your own all papers, documents and any kind of belongings of the Company either in soft copy or hard copy to the Directors or to such Officers authorized on their behalf.
18. During the continuance of your employment with us, you shall always faithfully, diligently and to the best of your ability serve the Company and perform your duties, in accordance with the general or specific instructions issued by the Management or any other Officer of the Company placed over you from time to time on the directions of the Company.
19. You shall keep all papers, documents, and books of the belonging of the Company (soft/hard) in the place of your working in proper condition and in no case you will take away the above things from the place of your working without the written permission of the Management.
20. You will keep us informed in writing of any change of your residential address within 7 days of such change.
21. That, on your attaining the age of 58 years, you will automatically superannuate/retire from the services of the Company.
22. Your services are liable to be terminated forthwith if at any time you are found guilty of dishonesty, disobedience, indiscipline in any manner, consumption and/or under influence of alcohol or any kind of intoxication during duty/office hours in any manner whatsoever, disorderly/improper/unexpected behavior, habitual absence from duty without prior permission, and deliberate negligence from duty, or violation of any other rules, regulations, terms and conditions, Standing Orders or committing any other financial irregularities/embezzlement or other misconduct.
23. While leaving the services of the Company, whether in case of discharge, dismissal, termination or resignation, you will hand over the complete charge of your responsibilities/duties assigned, papers, documents (soft/hard)etc. in original & all copies thereof that may at that time be in your possession of the Company to a person authorized in this behalf and you will not retain any soft/hard copies or extracts there from to ensure that the handover is complete in all respects to the satisfaction of the company and obtain a Clearance Certificate from the Company.

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24. You shall not approach or take employment anywhere in any manner whatsoever with the "Principals" of the company minimum for two years if you leave the job of the company and/or if your services are terminated by the company for any reason whatsoever. You shall also not work as a consultant, advisor or in any other capacity with the principals for a minimum period of two years after leaving the services of the company. The company shall include the company, subsidiary company, holding company or any such company which is associated with the said company like Ascent Air Pvt. Ltd., Acumen Overseas Pvt. Ltd, Cargo Flash Infotech Pvt. Ltd, Concorde Air Handling Services Pvt. Ltd.

The word "Principal" shall include all those company/ies, for which the company is working, or has worked at any time in the last two years as General Sales Agent/s or Direct Sales Agent/s or Cargo Sales Distributor and shall also include the General Sales Agents, Ground Handling Agents or any other vendor by whatsoever name called who is principally carrying out the work of sales or operations for the said principal, which the said principal has appointed or may appoint within a two year period of ceasing of your employment. This restriction operates on all existing and future principals. The existing principal covered by this restriction are China Airlines Limited, Air China, Federal Express Corporation, Korean Air.

If you breach the said clause in any manner whatsoever, either by joining the principal of the said company or its associates / sister companies, General sales Agents, Ground Handling Agent, within 2 years of the date of dismissal / termination / retirement from the service, you shall be liable for damages and any other legal action the company may deem fit.

In token of your having accepted the aforementioned terms and conditions, kindly sign the declaration on the enclosed photo copy of this appointment letter and return the same to us for our records.

**For CARGO FLASH INFOTECH PVT. LTD.**

*Natasha RAE*

**NATASHA RAE**

Manager – People & Training

#### DECLARATION

I have carefully read and fully understood the above terms and conditions, the same has been read out and explained to me and I, hereby, confirm having accepted this appointment on the aforementioned terms and conditions without any reservation and have received the original copy of this appointment letter.

Date: 08/09/21

Signature *Vivek Kumar*  
Vivek Kumar

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Name : VIVEK KUMAR  
 Address : NUTAN MAHA LAXMI COMPLEX, RAJENDERA PATH , RAILWAY HOSPITAL  
 PATNA , G.P.O, PATNA,  
 PATNA, G.P.O, BIHAR ,800001  
 Department : ENGINEERING  
 Date of Birth : 14-Apr-1999  
 Designation : JR SOFTWARE DEVELOPER-ENGINEERING  
 Date of Joining : 01-Sep-2021

COMPONENT	RS:	PER MONTH	PER ANNUM
BASIC	RS:	15,000	180000
HOUSE RENT ALLOWANCE	RS:	3,600	43200
CONVEYANCE ALLOWANCE	RS:	1,600	19200
CONTRIBUTION TO PF	RS:		21600
Total	RS:	20,200	264000

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