

## ASSPL/APPTLTR /2022-2023/3376

Date: December 24, 2019

To, The Placement Officer, J.S. University, Shikohabad, Firozabad-283135

## **Subject: Offer Letter**

Dear Sir

We are pleased to inform you that you have been selected for the position as a "Sales **Executive"** at "Aadhar Sales & Services Pvt. Ltd.", following our recent campus placement drive held at J. S. University, Shikohabad on 23/12/2019. Your performance during the selection process was impressive, and we are excited about the potential you bring to our team.

List of the following Students

S.No.	Roll No.	Student Name
1	1611080002339	SONAM
2	1611080002364	SOM DEV
3	1611080002228	KRISHAN KANT
4	1611080002292	PRADEEP KUMAR
5	1611080002145	KM NEERAJ
6	1611080002057	AVANEESH KUMAR
7	1611080002232	KUMAR ADITYA
8	1611080002190	KM SHASHI PRABHA
9	1611080002179	KM SANGEETA
10	1611080002121	KM BARSHA
11	1611080002076	DEVESH KUMAR
12	1611080002412	KM SANGITA
13	1611080002003	ABHAY KUMAR
14	1611080002115	KISHANVIR
15	1611080002296	PRASHANT YADAV
16	1611080002022	AMIT KUMAR
17	1611080002229	KRISHNAM JADON
18	1611080002207	KM. MAMTA

Your appointment is for our client Aadhar Housing Finance Ltd. at its Kanpur Jarauli Branch.

1. Appointment:-



- a) Your appointment will be effective from January 19, 2020.
- b) During the period of your appointment, you may be required to undergo such training as may be found necessary.

Particulars	Amount (Rs.)
Basic Salary	9200
HRA	920
Other Allowance	344
Statutory Bonus	766
Gross Salary	11230
Employer's Contribution to PF	1145
Employer's Contribution to ESIC	365
Monthly CTC	12740

## 2. Remuneration / Allowances per month :-

The Statutory deduction like Income tax and other applicable taxes will be made as per law from the remuneration by the Company from time to time.

- a) Statutory Benefits: You will be entitled to statutory benefits such as Employees' Provident Fund & Employees' Pension Fund, Employee's State Insurance (ESI), as may be admissible in law. Please note that the Statutory Annual bonus is included in your monthly remuneration, as indicated above.
- b) Performance and Performance Appraisals- You shall endeavour to perform duties efficiently and to the best of your ability. Performance appraisals will be conducted at regular intervals throughout the period of employment under this agreement. You may be called upon to submit for / undergo any training to upgrade yourself to meet the requirement of the Company/ client and failure in the training may render you unfit for further engagement, this appointment will become liable for suo-moto termination without any notice etc. except for any saving under law. You shall be solely liable for any loss caused to any other person, Client, environment by your act and also liable to keep Aadhar Sales & Services Pvt.Ltd. absolved and indemnified of any liability/loss on account of your conduct.
- 3. During the course of your Tenure of appointment:
  - a) You may be deputed to work with any of our clients and/or handling work for any of our clients. However, your said working with our clients and/or handling their work will not create any relationship of employee and employer between you and our client concerned, nor any claim of yours for absorption in the regular cadre of our client's employment or in our organisation shall be legally tenable.
  - b) Your services may be transferred from one Business / Territory / Region / Zone to another Territory / Region / Zone in India, where Branch/ project / office of the company is already in existence or may be set up at any time in future.
  - c) You will be based at the premises of the client or any affiliate and your services are liable to be transferred anywhere in India to any office/branch/location of



the client and / or any affiliate at any point of time as per the requirement of our clients.

- 4. During the period of your tenure, you would :
  - a) Adhere to work norms and achieve targets as would be laid down by your superior(s) and/or client concerned and in case you fail to fulfil, achieve and/or adhere to the targets and/or to do work which is rejected, your services would be liable to be terminated, at any time, without further notice to you.
  - b) Perform your work diligently, honestly and maintain a high standard of loyalty, efficiency and secrecy.
  - c) You shall strive hard to promote the interest of the Company and shall not do anything, which will be detrimental and prejudicial to the interest of the Company, nor shall you do anything which will spoil the reputation of the company.
- 5. During the period of your tenure with us:
  - a) You will be governed by the Rules & Regulations of the company, as may be framed or revised by the company, except in respect of matters for which the express provisions have been made above.
  - b) You will neither work (full time or part time), either directly or indirectly for any other person/ organisation in any capacity.
  - c) You shall also not solicit / Freelance / seek / explore employment with the client and/or with any of the competitor, also not freelance with any of the competitors during the period of employment, and if found doing so the same would constitute conflict of interest and render you liable for legal action including recovery of adequate damages etc.
  - d) You shall not take up any other part time or full time work or employment either directly or indirectly for any other person/ organisation for remuneration or otherwise or engage yourself in any trade, business or occupation without prior written permission of the Company.
  - e) You will ethically engage in this duty and agree that any unjust enrichment or other criminal activity can result in immediate termination and/or legal action against you.
- 6. Duties: -

Your duties & responsibilities may be changed, amended or altered at any time by the client/Company at their/its sole discretion. You will be duly notified of these changes and amendments by the client/Company.

a) The Company, at its sole discretion, may suspend you from your duties, pending disciplinary enquiry or investigation for any misconduct alleged to have been committed by you during the course of tenure under the appointment or applicable law.



- b) The company may give you lay-off as per the provisions of law prevailing at relevant point of time.
- 7. Termination of Service:
  - a) Your services will be liable to termination without any notice or salary in lieu thereof
    - i. If you remain absent from your duties, for 7 days continuously without any intimation or prior permission of your superior.
    - ii. Without being exhaustive, if you indulge in any indecent behaviour with any of your colleagues within our organisation or our client's organisation or any activity, found objectionable to us.
    - iii. In case of neglect of duty, misconduct, conduct not beneficial to the interests of Company/Client.
    - iv. If you are found/reported to have indulged or associated in any activity, which would without being exhaustive, include any anti-social, antinational or immoral activity and also any activity against the interest of our organisation.
    - v. If any information declared by you or documents submitted by you, at the time of your interview / selection is found to be incorrect, forged or fabricated.
    - vi. If any breach of the terms and conditions of this agreement, a breach of the rules, regulations, business and operational procedures of the Client/ applicable law.
    - vii. If any references feedback/ background verification is found to be negative.
    - viii. If the Company finds that your services are not satisfactory or
    - ix. Where the Company feels it is not in the interest of the Company to continue you in the employment or
    - x. For any other reason your employment may be terminated by the Company without any notice
  - b) Your services will be liable to be terminated any time by giving 30 days' prior notice in writing or Basic salary in lieu thereof.
    - i. If your performance during the period or during your employment is not found satisfactory or below the expected level and / or the business target as set out for you from time to time.
    - ii. If you become incapable or medically unfit in the opinion of the Company, of efficiently and properly carrying out the duties allotted to you, whatever may be cause of such incapacity



- c) During the period of service, you may leave service of the company by giving 30 days notice. If any leaves (approved / Non approved) are taken during the notice period, notice period will be extended accordingly to the number of days the leaves are taken.
- d) Your appointment for the employment is based on our client's requirement and your services may be terminated / curtailed at any point of time without assigning any reason by giving 30 days notice in writing.
- 8. While deputed at the premises of any of our client:
  - a) You shall follow rules, procedure, practices prescribed by the client concerned relating to safety and health.
  - b) You will maintain decorum of our client concerned and shall not commit breach of any rules & regulations of client concerned. You shall adhere to the Attire code of the client.
  - c) You shall regularly & punctually report for work and be present at client's designated location during working hours intimated / informed to you and also to report to the respective reporting officer / manager of the client.
  - d) You shall extend all cooperation to the employees of client concerned, their consultants/ representatives etc and do all such things as may be necessary and comply with all terms of the applicable work/ assignment so as to effectively undertake the work/assignment.
  - e) Any information/material of any of our clients coming to your knowledge or possession, during the term of the work/assignment shall be maintained secret and confidential and you shall not divulge the same to any person in any matter and at any time whatsoever.
  - f) Any material in your possession shall be returned immediately to the client concerned on completion of the work/assignment/ termination of the employment whichever is earlier.
- 9. Confidentiality

You must keep confidential all trade secrets and information which comes to your attention in circumstances where you know or ought to know that the information is to be treated as confidential.



Confidential information includes:

- a) technical information, plans and product specifications;
- b) employee records;
- c) business plans and forecasts;
- d) financial records, reports, accounts and proposals;
- e) client's intellectual property;
- f) quotations and tenders submitted or prepared for submission to clients and potential clients;
- g) clients lists, names of Client contacts and terms of trade with Client;
- h) information on client's suppliers or the client's other Clients would consider commercially valuable and/or secret; and
- i) telephone lists, details of Client's/Company's official policy documents, training documents, quality documents and any other internally used information regarding the operations of the client.
- j) Employee's salary and salary details. You must not remove information or copies of information from the Client's premises except where the employee's employment requires it and where the client has given consent. The obligation of confidentiality exists both during the employment and after the employment ceases. Any breach of confidentiality shall be regarded as a serious misconduct for which the employee may be dismissed or terminated forthwith without any notice or payment in lieu of notice. On the termination of the agreement, all papers, records and documents in the employee's possession shall be returned to the Client.
- k) Any other Information, documentation, record, photographs, designs, processes, systems, maps and installations which are deemed confidential by virtue of operations/ exclusive usage by Company/ Client and leakage of the same to any unauthorized person, company, firm, organization etc. is detrimental to the interest of Aadhar Sales and Services Pvt. Ltd.
- You shall be duty bound to return all the property, data, information, record of the Company and Client (confidential / otherwise) while leaving services and non return of the same will amount to breach of confidentiality and render the Employee liable for legal action except for saving in law.
- 11. Severability
  - a) If any provisions of this agreement are or become illegal or unenforceable, the remaining provisions of this agreement shall continue to apply (and the provisions which become illegal or unenforceable amended or deleted or modified to the extent as per law automatically)



b) It is agreed that the competent courts at Mumbai shall have the exclusive jurisdiction to try any action or proceedings arising out of or in connection with this document and documents to be issued in future with regards to your appointment.

Signed:



Sales & Services Pvt. Ltd.

Signed:

## (A0006431)

I hereby confirm that I read, understood and accept the terms & conditions of appointment letter and have received a copy of this agreement for my records.

Please return a copy of your appointment letter duly acknowledged, we also request to complete the pending joining formalities as it is an integral process to your joining the Company.