

15th February 2023

To

Ms. Aqsaa Esmail Thakur +91 9987775433 aqsaathakur@gmail.com

Dear Aqsaa Esmail Thakur,

Sub: Offer of Appointment

Subject to the discussions we had during interview, we are very pleased to extend to you an offer of employment with AVIENTEK ELECTRONICS TRADING PRIVATE LIMITED as "Territory Manager (West Region) – Mitel". Your date of Joining is on 20<sup>th</sup> February 2023 and placement location is Mumbai.

Your working hours will be - 9:30 AM – 6:30 PM, Monday to Saturday, with 1 Hour Food Break Sunday, Second Saturday and fourth Saturday will be off, however, the working hours and holidays are subject to changes at the sole discretion of the company.

You will be reporting to the Regional Manager and parallelly to M/s Mitel Networks.

Details of your compensation parameters are enclosed in the CTC Sheet (Annexure – A). We expect you to keep the salary details confidential at all times. Other terms and conditions applicable to you are detailed at Annexure – B. Please read and review these documents carefully.

As an employee of AVIENTEK you will be guided by the rules and regulations of the Company. This letter contains broad terms and conditions of service governing this appointment which are subject to change from time to time. Hence you are requested to contact HR for policies/rules/regulations, which are applicable to you. You are expected to adhere to these rules and regulations and work to the best of your abilities on tasks and responsibilities assigned to you by your supervisor.

Aqsaa Esmail Thakur, I am confident that AVIENTEK will provide an outstanding opportunity for you to develop your career further and accomplish your professional goals. You will work in an exciting work environment and have opportunities for continuous learning and development. The attached Annexure – B describes in detail the mutual requirements and commitments of your employment with AVIENTEK.



This offer of appointment is valid for a period of seven days from the date of this letter. This offer of appointment is issued in duplicate. Please sign all pages of the offer, including the Annexure, and submit to us before the end-date, as token of your acceptance. Otherwise, this offer of appointment stands cancelled. You will be on probation for duration of 6 months and confirmed thereafter subject to satisfactory performance and in accordance with the rules in force on this subject.

We are extremely excited about having you on our team as a full-time employee and look forward to continuing our relationship with you.

Best wishes,

FOR AVIENTEK ELECTRONICS TRADING PRIVATE LIMITED

VM Manu Director

## Acceptance

I, Aqsaa Esmail Thakur, agree to accept the employment on the terms and conditions mentioned in this appointment letter and the annexure. I hope to join AVIENTEK on/ before 20th February 2023

Signature:

Date: - 16/2/2

Place: - Mumbal

#### **ANNEXURE - A**

# **COST TO COMPANY (CTC) SHEET**

Name

: Aqsaa Esmail Thakur

Designation

: Territory Manager (West Region) - Mitel

Components	Monthly (Rs.)	Annual (Rs.)
BASIC	30,120.00	361,440.00
HRA	12,550.00	150,600.00
SPECIAL ALLOWANCE	7,530.00	90,360.00
СТС	50,200.00	602,400.00
Less: Deductions		
PT	200.00	2,400.00
Total Deductions	200.00	2,400.00
Net Salary	50,000.00	600,000.00

# Variable Pay

> An Incentive of maximum 25000/- rupees shall be paid based on the performance and target achievements.

FOR AVIENTEK ELECTRONICS TRADING PRIVATE LIMITED

VM Manu Director

1800

**Employee's Signature** 



#### **ANNEXURE - B**

#### TERMS AND CONDITIONS OF EMPLOYMENT

### I. OTHER TERMS AND CONDITIONS:

- 1. You are expected to submit the following certificates & testimonials:
  - a. 3 Passport Size photographs
  - b. Experience letter/ Relieving letters (Copies)
  - c. Educational certificate (Attested copies)
  - d. Latest Salary Slip (Copies Attested)
- 2. You will be on probationary appointment for a period of six months from the date of joining the services of the Company. During the course of probation, your on-the-job performance will be assessed by your reporting executive at the end of three and six months and necessary feedback given to you for improvement. In the event your performance on-the-job is found wanting at any point in time during your probationary period the same may be extended by another lap of a specified duration or your services may be dispensed with, without any notice.
- 3. This position is subject to review at the end of three, six and twelve months and based on such review the management reserves the right to eliminate the position without assigning any cause.
- 4. Should you desire to leave the Company's service at any time after the minimum period of a year and for any reason you will be required to give thirty days' notice. On receipt of such notice, management can advance the effective date of termination of service. Waiver of notice period is at the sole discretion of the company.
- 5. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period.
- 6. Increments will entirely depend upon your performance as assessed by the management. On achieving targets higher than the same you will be entitled to further commission based on the discretion of the management.
- 7. You are solely responsible for declarations and implications arising thereof for all personal income-tax purposes. TDS as per Income Tax act will be deducted from the net salary, if applicable based on the declarations furnished by you.
- 8. During the period of your employment with the Company, you will not carry on any business or offer your services for any part of your time or be employed in any other company or person or on your own. You will devote your entire time and attention at work to your duties to promote and further the interests and business of the Company.
- 9. You shall use your best energies and abilities on a full-time basis to perform the employment duties assigned to you, at locations designated by the Company, including customer offices. Your employment shall comply with all rules, regulations and procedures of the Company. During your employment, you shall not directly or indirectly usurp any corporate opportunities or otherwise engage in any conduct adverse to the best interest of the Company.



# AVIENTEK ELECTRONICS TRADING PRIVATE LIMITED

DOOR No.40/3246-C, 9TH FLOOR, S.L PLAZA PALARIVATTOM, ERNAKULAM, KERALA INDIA- 682025, info@avientek.com

- 10. You shall not divulge any confidential information of, or violate any agreement with, your prior employers or their clients. You shall not indulge in any act of commission that is likely to harm or affect prejudicially the reputation of the Company. It is also your duty to bring to the notice of management any acts or commissions of any other employee which affect the Company prejudicially, immediately as it comes to your knowledge.
- 11. You should on no account place yourself in a position where your interest's conflict with those of the Company. You shall not at any time after termination of services represent yourself as being any way connected with or interested in the business of the Company.
- 12. During the period of your employment and for a period a of two (2) years following the termination of your employment for whatever reason (which time period shall be extended by the length of time during which you are in violation of this paragraph), you shall not directly or indirectly solicit the business of (or otherwise deal in a manner adverse to the Company), or provide any engineering, consulting or programming services to, the customers or end-users of customers of the Company for which you provide services or were associated prior to your termination, nor directly or indirectly solicit the services of (or otherwise deal in a manner adverse to the Company with) any employee of the Company or induce such employee to terminate his or her employment with the Company.
- 13. AVIENTEK has a code of conduct, confidentiality and non-compete agreements, primarily to address working standards and business interests. You will be requested to sign your acceptance and adhere to these norms once you join the company. You should observe strict secrecy respecting all transactions of the Company, its trade secrets, its business strategy, its business ideas, names of its customers, clients, vendors, employees etc., and its state of accounts. You shall not reveal any of the matters which may come to your knowledge about the Company except when required to do so by a Director or by a court of law and only so far as is necessary, to comply with it.
- 14. Any product created, service rendered during the course of your employment, include but not limited to any intellectual property in relation thereto will be for and on behalf of the Company shall solely and exclusively belong to the Company. If you conceive any new or advanced methods of improving process in relation to the operation of the company, such developments will be fully communicated to the company and will remain sole right/property of the company.
- 15. You will be responsible for the safekeeping and return in good condition or order of all of the Company's properties, which may be in your use, custody, care of or charge. The Company shall have the right to deduct the money value of such properties from your dues and take such actions as deemed proper in the event of your failure to account for them to the Company's satisfaction.
- 16. You shall not accept/take any presents, commissions or any kind of gratification in cash or kind nor lend to/borrow from any person, party, firm or concern having dealings with the Company without the written approval of the management.
- 17. You are required to take prior permission from management if absent for a consecutive period of more than one day. The grant of leave will be according to exigencies of circumstances.
- 18. The age of retirement will be on attainment of fifty-eight years (last day of your fifty-eighth birthday. For this purpose, the date of birth as declared in the application form/records submitted as proof of birth date will be treated as final). However, the management at its discretion may extend this age, in individual cases.



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- 19. Notwithstanding anything herein contained, any breach of any of the above clauses or any instances of misconduct of any description whatsoever on your part or any act detrimental to the interests of the Company or loss of confidence by the management in you may entail dismissal with forfeiture of the right to notice.
- 20. Employees will be governed by the general establishment rules of the Company, which is in force from time to time.

Agreed to and accepted with the intent to be legally bound.

Signature of Candidate

Date: 16 2 23

Name: Aqsaa Esmail Thakur