



Date: 11th August, 2023

To,

Mr. Sumit Kumar

House no. 15, Tata Motors Enclave,

Village Bar Majra, Sector 121,

Mohali, Punjab (160014)

Subject: Appointment for post of PHP Developer

Dear Sumit,

We are pleased to offer you, the position of PHP Developer with Geesha Solution Private Limited (the 'Company') on the following terms and conditions:

1. Commencement of employment

Your employment will be effective, as of 05th July, 2023 as a “**PHP Developer**”.

2. Salary

Your salary and other benefits will be as set out in Annexure 1, hereto.

3. Probationary Period:

Your employment will be subject to a 3-month probationary period from the date of joining. The company has the sole discretion to extend the probationary period depending on your performance, in which case until the confirmation letter is issued you will be deemed to be under probation.

Address: Asia Square, 268 A, Phase 8B, Industrial Area, Sector 74, Sahibzada Ajit Singh Nagar, Punjab 140308



During Probation period, services can be terminated by an employee by giving a notice of 15 days, in writing under the Company's terms of the Employment Agreement, the Company is permitted to assign you additional tasks or to a new manager during the course of your employment. The company also reserves the right to terminate the engagement in case of unsatisfactory performance during the probation period without any additional compensation and notice period.

4. Place of posting

You will be posted at Mohali, Punjab. You may however be required to work at any place of business which the Company has, or may later acquire.

5. Hours of Work

The normal working days are Monday through Friday. You will be required to work for such hours as necessary for the proper discharge of your duties to the Company. The normal working hours are from 5.30 PM IST to 2.30 AM IST and if necessary for additional hours depending on your responsibilities.

6. Leave/Holidays

6.1 You are entitled to casual leave of 1.5 days after your probation period.

6.2 The Company shall notify a list of declared holidays on HRMS in the beginning of each year.

7. Nature of duties

You will perform to the best of your ability all the duties as are inherent in your post and such additional duties as the company may call upon you to perform, from time to time.

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8. Company property

You will always maintain the Company's property in good condition, which may be entrusted to you for official use during the course of your employment and shall return all such property to the Company prior to relinquishment of your charge, failing which the cost of the same will be recovered from you by the Company.

9. Borrowing/accepting gifts

You will not borrow or accept any money, gift, reward or compensation for your personal gains from or otherwise place yourself under pecuniary obligation to any person/client with whom you may be having official dealings.

10. Termination

10.1 Your appointment can be terminated by the Company, without any reason, by giving you not less than 1 month prior notice in writing or salary in lieu thereof. For the purpose of this clause, salary shall mean basic salary.

10.2 The Company reserves the right to terminate your employment summarily without any notice period or termination payment, if it has reasonable ground to believe you are guilty of misconduct or negligence, or have committed any fundamental breach of contract or caused any loss to the Company.

10.3 On the termination of your employment for whatever reason, you will return to the Company all property; documents and paper, both original and copies thereof, including any samples, literature, contracts, records, lists, drawings, blueprints, letters, notes, data and the like; and Confidential Information, in your possession or under your control relating to your employment or to clients' business affairs.



11. Confidential Information

11.1 During your employment with the Company you will devote your whole time, attention and skill to the best of your ability for its business. You shall not, directly or indirectly, engage or associate yourself with, be connected with, concerned, employed or engaged in any other business or activities or any other post or work part time or pursue any course of study whatsoever, without the prior permission of the Company.

11.2 You must always maintain the highest degree of confidentiality and keep as confidential the records, documents and other Confidential Information relating to the business of the Company which may be known to you or confided in you by any means and you will use such records, documents and information only in a duly authorized manner in the interest of the Company. For the purposes of this clause 'Confidential Information' means information about the Company's business and that of its customers which is not available to the general public and which may be learnt by you in the course of your employment. This includes, but is not limited to, information relating to the organization, its customer lists, employment policies, personnel, and information about the Company's products, processes including ideas, concepts, projections, technology, manuals, drawing, designs, specifications, and all papers, resumes, records and other documents containing such Confidential Information.

11.3 At no time, will you remove any Confidential Information from the office without permission.



11.4 Your duty to safeguard and not disclose Confidential Information will survive the expiration or termination of this Agreement and/or your employment with the Company.

11.5 Breach of the conditions of this clause will render you liable to summary dismissal under clause above in addition to any other remedy the Company may have against you in law.

12. Notices

Notices may be given by you to the Company at its registered office address. Notices may be given by the Company to you at the address intimated by you in the official records.

13. Applicability of Company Policy

The Company shall be entitled to make policy declarations from time to time pertaining to matters like leave entitlement, maternity leave, employees' benefits, working hours, transfer policies, etc., and may alter the same from time to time at its sole discretion. All such policy decisions of the Company shall be binding on you and shall override this Agreement to that extent.

14. Governing Law/Jurisdiction

Your employment with the Company is subject to Indian laws. All disputes shall be subject to the jurisdiction of Mohali and Chandigarh only.



15. Acceptance of our offer

Please confirm your acceptance of this Contract of Employment by signing and returning the duplicate copy.

We welcome you, and look forward to receiving your acceptance and to working with you.

For and on behalf of Geesha Solutions Private Limited,

**Authorized Signatory,
Aditya Chandra
HR Department
Geesha Solutions Private Limited**

Declaration & Acceptance,

I have read the principal terms of the above offer and confirm my acceptance of the aforementioned terms. I also assure that I'll not disclose the salary or compensation figures to anybody. If I do so, I'll be liable for termination.

Candidate Name:

Candidate Signature:

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Annexure I - Compensation Details

Your compensation is as mentioned below:

Particulars	Monthly Amount	Annual Pay
Basic Salary	25,000	3,00,000
House rent allowance	10,000	1,20,000
Others	13,200	1,58,400
Performance incentive	Variable	Variable
Employer's Contribution to EPF/ESI	1,800	21,600
Fixed CTC	50,000	6,00,000

Note: You will receive salary, and all other benefits forming part of your remuneration package subject to, and after, deduction of tax at source in accordance with applicable law.