



EMPLOYMENT AGREEMENT

This agreement is effective from 03rd day of January 2023 Between R-Tech Information System, having its Registered office at 808, B Wing, Ashar IT Park, Ambika Nagar, Road Number 16Z, Wagle Estate, Thane 400604, Maharashtra, India (Site-1) and Regional Office at C-56, A/2, 3rd Floor, Noida Sec 62, Building Name Canadian Systems International. Near CDAC building, Noida, Uttar Pradesh – 201309 (Site-2), hereinafter referred to as Employer (R-Tech Information System) (which expression shall, unless repugnant or inconsistent with the subject or the context thereof, be deemed to mean and include its successors and assigns), of the First Part AND Kshitiz Shivam son of Gopal Anjan, holding Permanent Account Number LXRPS2411Q & residing of Sheesh 225-C, Lajpat Nagar, Uphar Nursing Home K Pass City, Moradabad, Uttar Pradesh - 244001 employed with R-Tech Information System designated as Trainee Executive – Business Development (hereinafter referred to as the Employee) of the Second Part.

THIS AGREEMENT WITNESSETH AS UNDER:

1. You will undergo ONE Month's classroom training at R-Tech Information System. Your performance will be closely monitored during the training period. At the end of this period in case your performance has been up to the mark and you have been successful in tests assigned to you during training period, you will be absorbed as an employee for next 12 (Twelve) months at our Site 2 office. After successful completion of ONE month training, you will be absorbed in regular employment in an appropriate grade of the Company.

Period	Compensation (Stipend) payable
One month	30,000 INR (Fixed) per month

2. Upon successful completion of ONE month training, meeting the minimum attendance requirements, meeting the performance levels, R-Tech Information System will offer an employment to such Successful candidates at a location to be decided solely by R-Tech Information System. At a compensation of INR 4,74,727/- per annum, subject to statutory deductions, will be made as per the performance during the Training. R-Tech Information System will sign a separate employment agreement for the same, detailing the terms of contract, with the employee during employment.
After successful completion of Training -
 - 2.1 Considering the pandemic Situation in different states in India and as per government guidelines, you are required to report onsite once the office is operational.
 - 2.2 In case the lockdown is extended; you are required to upgrade your system as per the system configuration constraint by R-Tech Information System to ensure the uninterrupted work from remote location.

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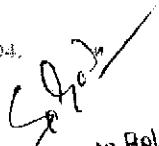


2.3 System Upgradation would be carried out by you and **R-Tech Information System** will help you if required.

3. Mandatory period of service in consideration of impartation of training, you shall work in the Company at least for a period of **12 (Twelve) months** from the date of successful completion of training. During such period of training and service of 12 (Twelve) months, you shall not leave, abandon, or resign from the services of the Company. In the event of your leaving, abandoning or resigning from the services of the company during the period of training and the mandatory period of service, or your services are terminated by the Company for breach of any of the terms & conditions of service or any other, you shall not directly or indirectly engage in or carry on, or be a part of the process of US recruitment/Software Technology in which you are trained/engaged at present and being carried on by the Company and you shall not serve in any capacity whatsoever or be associated with any person, firm or Company carrying on similar business as that of the employer Company either in India or abroad, for the remaining duration of the said mandatory service period.
4. In the event of yourself leaving or abandoning training during the training period for whatsoever reasons or your leaving, abandoning, resigning from the Company for whatever reasons during the period of 12 (Twelve) months from the date of your confirmation as a regular employee. You will be liable for the Expenses towards Professional and Technical Training at INR 30,000/- per month (incase **R-Tech Information System** has paid your Stipend) and liquidated damages of INR 1,50,000/- (Rupees One Lakhs Fifty Thousand Only) which represents a genuine estimate of damages that would reasonably be caused to the business of the Company on account of the breach of any of these terms & condition of employment and any other expenses relating to loss of man and machine hours which otherwise would have fetched a reasonable amount of profits to the business of the Company. As an exception, reference to clause 1, if you have attended online/offline training and decide to leave organization before your employment confirmation, you would be liable for the Expenses towards liquidated damages of INR 1,50,000/- (Rupees One Lakhs Fifty Thousand Only).
5. You shall not take up any employment of any nature with any organization including **R-Tech Information System** after execution of this agreement and during the period of training. In such event, all obligations of **R-Tech Information System** under this agreement shall be discharged and you are liable to pay as mentioned above in clause 4.

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6. **Termination of Employment:**

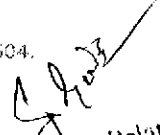
- Company can terminate the contract with One Days' notice period due to non-performance or any other reason pertaining to the company code of conduct.
- Either party can terminate this employment by serving a notice of 30 days on the other after the completion of the training period & the "Mandatory period of service" (i.e. on completion of 12 months service from Date of Joining) (as mentioned in Clause 3 above). However, if approved by the Company, an associate may surrender leave to his / her credit or pay salary (Basic) in lieu of Notice period. Similarly, the Company may pay salary (basic) in lieu of Notice period, if required. Unauthorized absence or absence without permission from duty for a continuous period of 7 days - during the training period & the "Mandatory period of service" (as mentioned in Clause 3 above) - would make you lose your lien on employment. In such case your employment shall automatically come to an end without any notice of termination and in this case employee has to bare the total training cost and liquidated damages mentioned in above clause 4.
- You will be governed by the Company's laid down Code of Conduct and if there is any breach of the same or non-performance of contractual obligation or the terms and conditions laid down in this agreement, your service could be terminated without any notice notwithstanding any other terms and conditions stipulated herein. The Company further reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interests.
- Reference check will be made from your institute. In the event **R-Tech Information System** receives any adverse report about you which may be detrimental to the interests of the company; or if **R-Tech Information System** opines that the information furnished by you is not true, then, the company reserves the right to terminate your services immediately (notwithstanding any other provisions) on the grounds of misrepresentation of facts and the company shall not be liable to pay any amount whatsoever.

7. After execution of this agreement, the candidate must strictly comply with the time schedule of the training program and in case of default by any reason unless prior permission for this has been taken from HR/Manager of **R-Tech Information System**. In case the prior permission has been taken from **R-Tech Information System**, the candidate will be entitled only to make up his attendance but in no case, it will extend to refund of training amount.

8. The candidate shall not copy, remove, destroy, or tamper with any intellectual property, hardware, software, or other moveable properties of **R-Tech Information System**. The candidate further undertakes to maintain a high degree of discipline during the entire training at our site at the establishments of **R-Tech Information System**. Any breach of these terms by the candidate will be construed as gross breach of this agreement by him/her entitling **R-Tech Information System** to expel the candidate without notice and forfeit the Training fee and liquidated damages of INR 1,50,000/- (Rupees One Lakhs Fifty Thousand Only). The candidate shall indemnify **R-Tech Information System** against any damages or losses suffered as also against any claims, demands, suits, action, proceedings, or prosecution on account of any breach of this clause.

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9. It is incumbent upon the candidate and the candidate undertakes that during the subsistence of the present contract or during any contract job offered in pursuance to this Agreement, the candidate will maintain strict confidentiality about the process and the information relating to the project and in no event will disclose the information about the project to any third person. The Candidate before leaving the company shall return all the documents and materials to the project manager of the concerned process. In the event of breach of the aforesaid condition the **R-Tech Information System** shall take appropriate actions including the legal remedies available and the cost and the consequences for the same shall be borne exclusively by the candidate.

10. The candidate understands that this agreement is not a contract for employment or apprenticeship but is only aimed at providing an opportunity to the candidate to have an exposure in information technology/US Recruitment (RPO) sector. **R-Tech Information System** vide this agreement is essentially providing education and training to the candidate and the scope of this agreement is limited to the same and prepare him/her by simulating actual work environment and instilling confidence in the candidate for actual employment with a prospective employer.

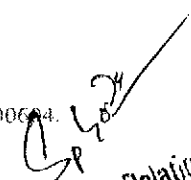
11. **R-Tech Information System** shall not be liable for any delay in performance of its obligations under this agreement due to Acts of God or for reasons/circumstances beyond its control.

12. **Arbitration:** All disputes or differences between the parties arising out of or relating to the construction, meaning, operation or effect of this agreement or the breach thereof, shall be first attempted to be settled amicably. However, if the parties are not able to resolve the dispute, the same shall be resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996. The dispute would be referred to arbitration by either party only after notice in writing to the other party, clearly mentioning the nature of the dispute/ differences. Such arbitration shall be conducted by Sole Arbitrator to be appointed by Company Secretary & Head-Legal of **R-Tech Information System** or his nominee. The decision of the Sole Arbitrator so appointed shall be final and binding on both parties. The venue for the arbitration shall be at Mumbai, Head Office. All the arbitration proceedings shall be carried out in English language. The award of the Arbitral Tribunal shall be final and binding on the parties.

13. **Jurisdiction:** This agreement is governed by Indian laws and in case of any dispute the Courts in **Mumbai, Maharashtra / Noida, Uttar Pradesh** shall have the exclusive jurisdiction.

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14. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes any prior arrangements between them.

15. **Notice:** All notices, requests, demands and other communications under this Agreement or in connection herewith shall be given to or made upon the respective parties on below mentioned address:

In case of Company: R-Tech Information System 808, B Wing, Ashar IT Park, Ambika Nagar, Road Number 16Z, Wagle Estate, Thane 400604, Maharashtra, India	In case of Candidate: Kshitiz Shivam 225-C, Lajpat Nagar, Uphar Nursing Home k Pass City, Moradabad, Uttar Pradesh - 244001 India
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In case of notice to R-Tech Information System a copy of the same shall also be sent to Company HR Head & Secretary and Legal Head, R-Tech Information System, 808, B Wing, Ashar IT Park, Ambika Nagar, Road Number 16Z, Wagle Estate, Thane 400604, Maharashtra, India

16. **Non-Waiver:** No term or provision of this agreement shall be deemed waived and no breach thereof shall be deemed excused, unless such waiver or consent is given in writing and signed by the Party claimed to have waived or consented thereto. No consent by any party to, or waiver of, a breach by the other, whether express or implied shall constitute consent to, waiver of, or excuse for, any different or subsequent breach.

17. **Severability:** If any one provision of this Agreement or part thereof is rendered void, illegal, or unenforceable by any legislation to which it is subject, it shall be rendered void, illegal or unenforceable to that extent only and it shall not affect the entire Agreement. Provided that if the commercial basis of this Agreement is thereby substantially affected or altered then the Parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances.

For R-Tech Information System

DocuSigned by:
Mohd. Shakib Hakim
87217C4869FF420...

Mohd. Shakib Hakim
AGM – Human Resources

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[Signature]
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Witness and Surety with address and contact number:

(Witness 1):

Full Name and Signature:

AADHAR Number:

Contact Number:

Full Address:

(If not paid by the employee we will pay the training and Employment cost)

(Witness 2):

Full Name and Signature:

AADHAR Number:

Contact Number:

Full Address:

(If not paid by the employee we will pay the training and Employment cost)

Date: 21st December 2022


(Kshitiz Shivam)

Employee Name & Signature

(Signing Agreement with my own interest for the employment there is no force from the employer/any others)

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**Annexure A:**

REMUNERATION BREAK-UP		
PARTICULARS OF GROSS SALARY - A		
Particulars	Per Month	Per Annum
Basic	15,000	1,80,000
HRA	7,500	90,000
Personal Allowance	7,500	90,000
Sub Total - A	30,000	3,60,000
PF CONTRIBUTION - B		
PF Contribution from Employer	Not opted	Not opted
Sub Total - B	N/A	N/A
Total fixed remuneration (A+B)	30,000	3,60,000
BENEFITS - C		
Meal & Cab	-	99,192
Health insurance	-	6,881
Gratuity	-	8,654
Sub Total - C	-	114,727
Total Cost To Company (A+B+C)	-	4,74,727

Note:

1. Payments of any kind, including (inter alia) salary, perquisites, reimbursement, incentives, bonuses, commissions, etc., may be subject to appropriate taxation from time to time
2. PF, ESIC, Gratuities, Professional Tax, TDS, and other acts are and will be applied as per respective acts (and may change from time to time affecting take-home pay) and are not included in the gross salary calculation. Law of land from time to time will be applicable. PF is calculated (for both) considering Rs. 15,000 as an upper limit for contribution calculation
3. Benefits: This section in the above annexure is not accounted for in calculating tax liability. The above annexure is dynamic and subject to change from time to time due to the nature of services like cabs, meals, etc. This cannot be exchanged, cashed, forgone, included in gross, etc. at any given time.
4. Kindly declare your investment (as per the Income Tax act) on <https://rtech.greythr.com/> no later than 31st May, or within 30 days of joining, whichever is earlier.
5. When you receive incentives, bonuses, or mid-year salary revisions, we recommend reviewing your tax computation on <https://rtech.greythr.com/> and revising your declaration accordingly. Tax liability is subject to change based on the submission of valid proof of investment as of 1st December.

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