



Date – 02nd May, 2022

Ms. Swarnima Mitra

Employee Identity Code Number - 1017

Dear Ms. Swarnima Mitra,

Subject: **Appointment Letter**

1. **Position & Work Details**

1.1 Further to discussions between us and our Offer Letter, we, ALMS ECOMMERCE PVT LTD ("the Company") are pleased to offer you an employment with us subject to the terms and conditions set out below and further subject to the Service Conditions of the Company as may be amended and brought into force from time to time in future.

1.2 Service Conditions for this purpose shall include without limitation, the Company's Codes, Policies, Rules, Regulations, Manuals, and Guidelines, with which you should familiarize with.

1.3 (a) Designation : Business Development
Executive (BDE)

(b) Location : Jaipur

(c) Reporting to : Head of Operation

(d) Date of Joining : 15th MAY, 2022

1.4 The Company reserves the right to re-designate, reposition or relocate you to another place, location, department, branch, unit etc within the Company or assign your services to any of its subsidiaries and associates in India or outside of India in which case the service conditions as are applicable to or at such new place, location, department, branch, unit, subsidiary, associate etc shall apply to you.

1.5 During your employment with the Company, you will not take up or engage into (whether for profit or otherwise) any other employment or any business, trade or contest for or assume any public office without prior written consent of the Company.

1.6 All programs, process, system logins, manuals, literatures etc. developed by you while in company service will at all times be deemed to be the sole property of the company. Also, the company shall at all times have the sole proprietary right in any new system which you may develop while in company's service.

2. **Compensation and Benefits**

2.1 Your Gross Annual Compensation and Cost to Company (CTC) is as stated in the Annexure to our Offer Letter (CTC Annexure- the same being enclosed herewith for ready reference) as further elaborated hereinafter, based on your compensation will be paid to you on a monthly basis on 2nd Day of the next month, to which it relates.

2.2 In addition to the above, the Company may consider, but will not be obliged to, paying you a variable compensation by way of bonus, incentive, ex-gratia etc based on your performance as well as performance of your team and the Company.



2.3 All amounts payable to you by the Company will be subject to and paid to you after deduction of income (or any other) tax at source (TDS).

2.4 Please note that your compensation & benefit details are to be kept confidential.

2.5 Your performance will be subject to periodic review, based on which you will be considered for promotion and/or revision of compensation in keeping with the Company's policies and practices.

3. **Expected Employee Conduct**

3.1 You are expected to work, while in the employment with the Company, punctually and diligently employing your best efforts with honesty and integrity to protect the interest of the Company and observing at all times the Company's Service Conditions and the applicable laws and regulations.

3.2 You shall have to execute a separate "**CONFIDENTIALITY, NON-SOLICITATION AND NON-COMPETE AGREEMENT**" with the Company which sets forth the confidentiality and other obligations of the Employee towards the Company.

4. **Leave & Absence**

4.1 You will be entitled to Annual Leave in a financial year running from April to March as per Company policy. In case of your joining the Company in the middle of the said financial year, you will be entitled to leave on pro-rata basis.

4.2 While counting the number of days of leave, intervening days of the weekend and Company Holidays will not be counted.

4.3 You should obtain prior approval before proceeding on leave, Failure to do so may invite disciplinary action.

5. **Resignation and Termination**

5.1 You may resign from the employment of the Company by giving to the Company a notice in writing of 2 (Two) month.

5.2 The Company may in its sole discretion, waive the aforesaid notice period of 2 (Two) months fully or partly or agree or decide to reduce it by setting off your balance leave or accept payment equivalent to your monthly compensation on AGC basis prevailing on the date of such notice. However, it is understood that you will not have a right to insist for it.

5.3 Notwithstanding the above, the Company shall have a right to terminate your employment, without there being a need to assign a reason therefor, by giving you a notice of not less than 2 months or paying you the amount equivalent of your monthly compensation on AGC basis prevailing on the date of such notice.

5.4 Notwithstanding anything to the contrary contained herein, the Company shall be entitled to forthwith terminate your appointment without any notice or payment of any kind whatsoever in lieu of notice or otherwise in case of:

- I. Any act of dishonesty, disobedience, insubordination, incivility, intemperance, irregularity in attendance or other misconduct or neglect of duty, or incompetence in the discharge of duty on your part of the breach of any of the terms, conditions and stipulations contained herein.
- II. Any violations of "**CONFIDENTIALITY, NON-SOLICITATION AND NON-COMPETE AGREEMENT**".



- III. You being adjudged an insolvent or applying to be adjudged an insolvent or making a compensation or arrangement with your creditors or being found guilty by a competent court of any offence involving moral turpitude
- IV. The reconstruction or amalgamation of the Company whether by winding up of the Company or otherwise.
- V. In case of any material factual discrepancy or variation being found in relation to the information submitted by you to the Company at any time about your personal or professional background or qualifications
- VI. Probation Period: You shall serve a period of 02 months on probation. Therefore, you shall be due for confirmation on this position on 14th July 2022. If your performance is not to the expectation of Management, your probationary period can be extended if deemed necessary.

6. **Retirement**

- 6.1 You will retire from employment from the Company on the last day of the calendar month of your completing 60 years.

Please sign and return to us one copy of this letter as a token of your acceptance.

We wish you success in your appointment at ALMS ECOMMERCE PVT LTD and look forward to a longstanding relationship.

Yours faithfully,

For, ALMS ECOMMERCE PVT LTD

Sudhanshu Sharma

(Founder & CEO)

Enclosure: CTC Annexure



Alms Ecommerce Private Limited
CIN - U74999RJ2019PTC064869
TAN - JPRA11348B
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