



To,
Md. Shoyeb Akhter
S/o Md Shamshuddin Ansari,
Gram Shukulpatti, Post Pipa Jatampur
Kushinagar, Uttar Pradesh.

10th Dec, 2022

Dear **Md. Shoyeb Akhter**,

We are pleased to inform you that we would like to utilize your professional services in the position of **Instructor-Online Classes and Social Media** with effect from **10th May 2023**. The terms and conditions of service under this agreement are as follows:

1. **Commencement Date and Tenure:** This agreement shall commence effective from **10th May 2023** for a term of 24 months, i.e. up to closing hours of **10th May 2024**. At the end of the contract tenure or during its tenure, you will not claim any employment / renewal of contract with the company. The contract may be extended by mutual consent.
2. **Position Title:** As an **Instructor-Online Classes and Social Media**, the Employee is required to perform the following duties and undertake the following responsibilities in a professional manner.
 - (a) Plan and execute all online classes and social media activity of the Institute.
 - (b) Responsible for organizing and supervising of all online classes via Youtube, mobile application and all other platforms in coordination with faculty and management at the Institute.
 - (c) Other duties as may arise from time to time and as may be assigned as per your qualification and competency.
3. **Place of work:** You will be required to work at Gurugram Head Branch or any company owned center.
4. **Days and Timings:** You will be required to work on two days of the week for up to 10 hours of at such time and center(s) as per the schedule made available to you from time to time. It is required that you reach the Centre at least 10 minutes before the scheduled start time of the class,
5. **Reporting Duty:** You will report to the Branch Manager (Mr. Munish Bajpai)
6. **Remuneration**
 - a. Professional fee of Rs. 42000/- (Rupees Forty Two Thousand Only) will be paid for the services provided by you in any month.
 - b. No other reimbursements or claims will be entertained other than above sum.
 - c. The salary mentioned in paragraph (a) shall be review on an annual basis.
 - d. All reasonable expenses arising out of employment shall be reimbursed assuming same have been authorized prior to being incurred and with the provision of appropriate receipts.
 - e. In case of unauthorized absences (leave without notice), 1.5-day salary will be cut.

- f. In case of arriving late to work for more than 30 minutes, half day's salary will be cut.
7. **Deductions:** Following deductions will be applicable:
- All payments on account of remuneration or otherwise, shall be subject to statutory deductions on account of taxes and levies as may be applicable from time to time. All taxes and other levies payable by you. Company will deduct Taxes as applicable under section 194J and a Form 16 will be provided in lieu of the same.
 - In case the class is cancelled without a 24 hours prior intimation then a complete day fees along with a penalty of 1.5x on a pro-rata basis.
8. **Rules and Regulations:** You will be governed by all rules and regulations of the company concerning office procedures and discipline during the period of your tenure.
9. **Non-Compete:** During the contract period, you will not be allowed to take any classes (including Bank PO and SSC, State Police or any other competitive exam) in any other institute or in any other mode be it online or offline. It is further acknowledged and agreed that following termination of the employee's employment with GOT IT MANTRA (CAREER POWER-ADDA247 GURUGRAM) for any reason the employee shall not hire or attempt to hire any current employees of GOT IT MANTRA (CAREER POWER-ADDA247 GURUGRAM). It is further acknowledged and agreed that following termination of the employee's employment with GOT IT MANTRA (CAREER POWER-ADDA247 GURUGRAM) for any reason the employee shall not solicit business from current clients or clients who have retained GOT IT MANTRA (CAREER POWER-ADDA247 GURUGRAM) in the 6- month period immediately preceding the employee's termination.
10. **Termination of Contract:** The Management of the Company reserves the right to terminate the contract by giving notice of one month. If in case the Faculty wants to resign from the services of the Company then the faculty undertakes and commits to satisfactorily finish/complete all the on-going batches. Company will make all payments of the batches upon completion of such period with 45 days of completion or else Company will take penal action against the person. However, on the closing hours **10th May 2024** the arrangement shall stand terminated automatically and no notice or compensation in lieu of notice shall be applicable.

Notwithstanding the above clause, your contract may be terminated by the Company without any notice or payment of any kind in lieu of notice, for any act of dishonesty, disobedience, incivility, intemperance or other misconduct or neglect of duty or incompetence on your part or violation of any of the terms, conditions or stipulations contained in this agreement or of any of the Company Rules. Upon resignation or termination, no act of defamation or announcement to be done in social media or Whatsapp platform which is in any manner detrimental to Company's business or student's trust in the company. Further no act of inducement should be carried to existing students or faculties working with the Company. Further no leaves will be allowed during the notice period.

Further, if your performance in our Company is not found to be satisfactory based on parameters as decided by the Management, the Company has full discretion to discontinue with your services with us during the tenure of the agreement, ultimately leading to termination of the contract and no notice or compensation in lieu of notice shall be applicable.

11. **Secrecy:** You will not divulge or part with, either during or after termination of your contract in the Company, particulars or details of any documents, files, notes, computer disks, recordings, print-outs, student data, faculty data and the like (including without limitation, any materials reflecting or containing Confidential Information) all educational, training and other materials, processes, systems, security arrangements, administrative or any other organizational matters pertaining to the Company, including those materials prepared or drafted by you or which

information you may have obtained whilst in the association of the Company, to any person or entity outside the Company, either by handing over documents, copies thereof, written communication or by any other medium.

12. **Jurisdiction:** All disputes shall be subject to the Jurisdiction of the courts at Delhi.
All previous agreements stand null and void. Please sign and return a duplicate copy of this letter as confirmation of your acceptance of the terms and conditions.

13. Independent Legal Advice:

The Employee acknowledges that the Employer has provided the Employee with a reasonable opportunity to obtain independent legal advice with respect to this agreement, and that either:

- a. The Employee has had such independent legal advice prior to executing this agreement, or;
- b. The Employee has willingly chosen not to obtain such advice and to execute this agreement without having obtained such advice.

14. Entire Agreement

This agreement contains the entire agreement between the parties, superseding in all respects any and all prior oral or written agreements or understandings pertaining to the employment of the Employee by the Employer and shall be amended or modified only by written instrument signed by both of the parties hereto.

15. Severability

The parties hereto agree that in the event any article or part thereof of this agreement is held to be unenforceable or invalid then said article or part shall be struck and all remaining provision shall remain in full force and effect.

Vice President

I ACCEPT