



## LETTER OF APPOINTMENT AS TRAINEE

26th March 2022

To,

Name: Ms. Apeksha Shelke

Address: Plot No.442, Ashirwad Nagar, Nagpur

Mobile: 7745055223

Subject: Training Appointment letter

Dear Ms. Apeksha Shelke,

Yalamanchili School of Learning Pvt. Ltd. (the Company) is pleased to extend you this appointment in Operations Division. This appointment is conditional on you attending and successfully completing the training offered by the company within the stipulated period. If you accept this appointment, you will begin your training with the Company on 01-April-2022, at Nagpur, Maharashtra. The training will be for a maximum of 150 training days subject to you successfully completing the training. However, in special circumstances the company has the right to extend the training period, keeping in mind the benefit of the trainee.

You will be trained in the function you have received your appointment. Training program is aimed at strengthening the concepts, imparting domain knowledge, understanding the company's products and solutions, and enhancing the skills of the individual. Training is imparted by way of class room sessions, gaining practical experience by working in projects and gaining hand-on experience by working on real time client projects. You shall diligently and promptly attend to the training, complete the assignments entrusted to you from time to time within the time limits stipulated by the Company to the satisfaction of the Company. Training will be conducted from Monday to Saturday (except National Holidays). You are required to be punctual (report at least 15 minutes before the start of your shift) and be attentive during the training.

During the period when you are in training, the Company agrees to pay you a " Stipend" as per the terms of the Agreement for Training and Employment. You will be paid a Stipend of INR 8000/- per month (Rupees Eight Thousand Only) once you have demonstrated to the company that you have successfully completed your degree with no arrears / backlogs. As a trainee, you will not receive any other benefits that regular Company employees receive, including, but not limited to health insurance, vacation or sick pay, paid holidays and any other employee benefits.



Based on the performance in your training, and after undergoing a minimum of 100 days of training or post successful completion of the training period, at the discretion of the company, you will be given an Employment offer as a full-time employee of the company on a Fixed Term employment basis for a period of two years. You will have to sign the Company's Agreement of Employment – Fixed term – Post Training on successful completion of training period.

On employment, the company agrees to pay you a minimum salary as mentioned below and could be higher based on your performance as per the company policy.

S.No	Offer Letter Particulars	Monthly	Annual
i	Basic Salary	6,250	75,000
ii	House Rent Allowance	1,620	19,440
iii	Shift Allowance	3,000	36,000
iv	Statutory Bonus	1,400	16,800
v	Other Allowance	230	2,760
vi	<b>Total Monthly Gross (Sum it to v)</b>	<b>12,500</b>	<b>150,000</b>
vii	Employer Provident Fund	1,138	13,656
viii	Gratuity	301	3,606
ix	Employer Contribution to ESI	361	4,332
x	Group Medical & Personal Accident Insurance*	234	2,811
xii	<b>Grand Total</b>	<b>14,534</b>	<b>174,405</b>

\* Group Accidental Insurance coverage for Rupees Three Lakhs and Medical Insurance policy coverage for family (includes spouse & 2 children) for Rupees Fifty Thousand. This will be taken within six months from your date of joining.

In case your performance is not to the satisfaction of the company, the company will NOT provide an offer of employment and the training will be discontinued as per the terms of the Agreement for Training and Employment.

The above mentioned Employment opportunity is subject to the following conditions (together the Conditions):

- i. you successfully completing the training offered by the company within the stipulated period;
- ii. your satisfactory completion of any medical examinations, clearances and tests as required for the purposes of the company;

- iii. satisfactory verification by the Company of your education certificates, background checks and if required, in the Company's sole discretion, references from your previous employers;
- iv. you accepting and signing the Terms and Conditions of the Agreement of Employment – Fixed Term – Post Training.

The Company accepts no liability for any losses and costs incurred by you. Notwithstanding any rights or privileges accruing under the Labor Law, the company reserves the right to amend any or all of these terms and conditions by giving reasonable notice in writing.

As a member of Yalamanchili team, we would ask for your commitment to conduct oneself properly during the course of training. In addition, we expect your personal accountability in all the products, actions, advice and results that you provide as a representative of the company. In return, we are committed to providing you with every opportunity to learn, grow and stretch to the highest level of your ability and potential.

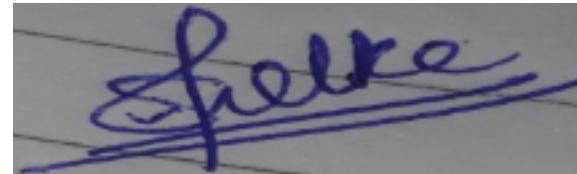
This conditional appointment offer will remain open for acceptance for a period of Seven (7) calendar days from the date of this letter. If we do not hear from you by this date, this conditional offer will be withdrawn. In case of acceptance, please sign the letter and the Agreement for Training and Employment, and send the scanned copy to the company.

We have the pleasure of having you as part of Yalamanchili team and look forward to your support and contribution in building this company.

With warm regards,



Agreed and Accepted,



Authorized Signatory

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Name: **Mr. Krishna Kumar AR**



## **AGREEMENT FOR TRAINING AND EMPLOYMENT**

This Agreement for Training and Employment (Hereinafter referred as, the “ **Agreement**” ) is entered into on this **1 Day of April, 2022 at Nagpur**.

### **BY AND BETWEEN**

**Yalamanchili School of Learning Private Limited**, Company Number: **U65993TN1999PTC043523**, a company incorporated under the Companies Act, 1956 and having its registered office at Ground Floor, No. 41 & 42, 7th Link Street, Nehru Nagar, Kottivakkam, Chennai – 600 041 (hereinafter referred to as “ **Company**” ) which expression shall, unless repugnant to the context or meaning thereof, be deemed to include, its representatives and permitted assigns), **OF THE ONE PART**;

### **AND**

Ms. Apeksha Shelke, daughter of Gajanan Shelke and residing at Plot No.442, Ashirwad Nagar, Nagpur (hereinafter referred to as the “**Trainee**”), which expression shall, unless repugnant to the meaning or context hereof, be deemed to include all permitted successors and assigns), **OF THE OTHER PART**.

The parties hereto desire to enter into this Agreement for Training and Employment to define and set forth the terms and conditions of the training;

### **WHEREAS:**

- A. The Company is an entity engaged in the business of providing specialized skilled workers to Clients from across diverse industries including but not limited to Yalamanchili Group of companies and for the purpose of attaining its objectives, the Company requires Trained professional Employees to be employed to further the business of the Company.
- B. The training will be at Nagpur, Maharashtra.
- C. The trainee, post successful completion of training period, will be offered a fixed term employment for two years with the Company vide an Agreement of Employment – Fixed Term.
- D. The Company has a reasonable expectation that the trainee will apply his/her knowledge and skills learnt by him/her as a result of the Training during the course of their employment, as well as share this knowledge with other trainees / employees, whenever possible, to maximize the positive impact of the skills learnt as part of the Training in their work environment.

E. Considering the significant investment that Training represents, the Company seeks an assurance in the form of this Agreement, to ensure that the trainee will not resign or cause to terminate his / her employment with the Company before the cost of the Training is amortized. Accordingly, the Trainee as such has agreed to continue employment with the Company for a minimum period as set out in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth below as terms of Training, it is hereby covenanted and agreed by the company and the Trainee as follows:

- a) The trainee confirms that the Training is beneficial to them and that the provisions of this Agreement are fairly and reasonably required for protection and preservation of the interest of the Company, and is not penal in nature.
- b) The Trainee agrees that the Agreement is necessitated on account of the fact that the trainee has to undergo Training at the Company' s cost, expense and time to acquire necessary technical and professional skills required for discharging duties and responsibilities as that of an employee, and the trainee hereby agrees to undergo and accept the Training as defined and arranged by the Company. The Company reserves to itself the right to modify or vary, the content, without assigning any reason whatsoever.
- c) The trainee will be trained for a minimum of 100 training days i.e. four (4) calendar months and a maximum of 150 training days six (6) calendar months from the date of joining (the " Training Period" ). Further, in case number of days essential for training is not complete within the time frame, the company reserves the right to extend the training. The training will be deemed complete on the last day of successful completion of the training period as ascertained above by the company (the " Date of successful Completion of training period" ). Based on the successful completion of training period, the trainee will be offered a fixed term employment contract for period of two years from the date of successful completion of training period. However, in case the performance is not to the satisfaction of the company, the company will not provide an offer of employment and the training will be discontinued.
- d) During the period when training, the Company agrees to pay the trainee a " Stipend" of INR 8000/= per month (Rupees Eight Thousand Only) once the trainee have demonstrated to the company of having successfully completed the degree with no arrears / backlogs. In cases where the trainee is yet to successfully complete the degree and have arrears / backlogs to clear, the trainee will be paid a Stipend of INR 6500/= per month (Rupees Six Thousand Five Hundred Only). The Stipend shall be payable after the end of every calendar month on or before the seventh (7th) of the subsequent

calendar month. The monthly Stipend will be payable to the trainee only after deducting any amounts that may be due and payable by the trainee. The “ Stipend” paid will be on a prorate basis in proportion to the number of days of training the trainee has attended during the month. If the trainee has attended 20 days of the total 25 days of training in a month, the stipend paid will be pro-rated using the formula: (No. of days of training attended (20) / Total number of days of training in the month (25)) x Stipend Amount. A trainee, will not receive any other benefits that regular Company employees receive, including, but not limited to health insurance, vacation or sick pay, paid holidays and any other employee benefits. The trainee shall not be entitled to any remuneration, perquisites or benefits other than what is expressly mentioned.

- e) The trainee hereby acknowledges and agrees that the Training will entail significant expenditure to the Company, including but not limited to, computer time, instructor time, supervisory times, software costs, the setting up and maintenance of general and special facilities for Training as well as for on-the-job skill enhancements, apart from the Trainee’ s recruitment costs and Stipend & benefits during period of Training. For the purposes of this Agreement, the Training costs and related expenses are estimated by the Company to be INR 150,000.00 (Rupees One Lakh Fifty Thousand only) (“ Training Costs and Expenses” ), which is hereby accepted and confirmed by the Trainee.
- f) The trainee agrees that as part of the Training, the trainee will use their best ability to understand and abide by the Trainee Handbook of the Company, the handbook will contain all internal rules and regulations, policies, Terms and conditions of the Company in regard to Training hours, holidays, discipline and other conditions of the Training or any directions given to Trainee by the authorized representatives of the Company.
- g) The Trainee further agrees that during the period of Training, they will abide by the instructions of the authorized representatives of the Company under whom they may from time to time be placed. The Company reserves to itself the right to modify or vary, the content, without assigning any reason whatsoever.
- h) In consideration of the expenses incurred by the Company for the trainee’ s Training, enhancement of skillsets, other good and valuable consideration, the receipt of which is hereby acknowledged by the trainee, the trainee agrees to serve in employment of the Company for a minimum period of Twenty Four (24) months (the “ Commitment Term” ) from the date of successful completion of training period.
- i) If the trainee commits an act or omission with the intent to deliberately cause the Company to terminate his/her employment (“ Employment Cessation” ), the trainee shall be deemed to be in breach of the above obligation and the Commitment Term. The Parties agree that Commitment Term

represents the minimum period by which the Training Costs & Expenses would be amortized by the Company.

- j) The trainee is aware that the Company has employed him/her in view of the trainee's commitment to remain in the Company's employment during the entire Commitment Term on signing of this Agreement, and the trainee is aware that the company has diligently made some expenditure to employ them. The trainee recognizes and accepts that the Company would be put to substantial disadvantage, inconvenience, loss, etc., in the event of the trainee not serving the entire Commitment Term.
- k) Accordingly and notwithstanding anything to the contrary:
  - i. In the event the Training Agreement is terminated by Trainee, at any time, before the completion of the Training or trainee is absent continuously for five (5) training days without any intimation prompting the Company to terminate the appointment with or without any notice as per clause (r), the trainee will be liable to compensate the company and the trainee hereby agrees and undertakes to immediately reimburse to the Company the Training Costs using the formula:  $1.5 \times$  Stipend Amount paid.
  - ii. In the event Employment Cessation occurs at any time but before completion of 12 months from the Joining Date (date when the trainee starts employment with the company post successful completion of the training period), the trainee hereby agrees and undertakes to immediately reimburse to the Company the entire Training Costs and Expenses, as per Clause (e).
  - iii. In the event Employment Cessation occurs at any time after completion of 12 months but before completion of 18 months from the Joining Date, the trainee hereby agrees and undertakes to immediately reimburse to the Company 50% of the Training Cost and Expenses, as per Clause (e).
  - iv. In the event Employment Cessation occurs at any time after completion of 18 months but before completion of 24 months from the Joining Date, the trainee hereby agrees and undertakes to immediately reimburse to the Company 25% of the Training Costs and Expenses, as per Clause (e).
- l) The trainee's liability to reimburse the Training Costs and Expenses as per Clause (k) above is without prejudice to the Company's other rights that it shall be entitled to receive under law or equity. Additionally, the trainee's liability to reimburse the Training Costs and Expenses as per Clause (k) above shall constitute a debt owed by the trainee to the Company and shall be recoverable by the Company from the trainee with interest thereon calculated at 12 per annum compounded half yearly till realization.

- m) The trainee agrees that the Company shall at all times have lien over and the authority of deducting or appropriating towards the recovery of the trainee's liability to reimburse the Training Costs and Expenses to the Company, by way of salary, arrears of salary and all other types of remuneration and terminal benefits. Such a right of recovery shall be without prejudice to the Company's other rights that it shall be entitled to receive under law or equity.
- n) The trainee further agrees to sign all such papers, documents, promissory notes, bank guarantee, and undertakings and / or powers of attorney/letters of authority as the Company may require in this respect or under this Agreement.
- o) The Parties further agree that this Agreement shall continue to be valid and in force even if the employment of the trainee ceases or is terminated at any time during the Commitment Term.
- p) The Parties agree that:
  - i. The failure to enforce any right against the Trainee by the Company or
  - ii. Any compromise made by the Company with the Trainee for any violation of the terms in this agreement, shall not constitute a waiver of the rights that the Company enjoys against the trainee under this Agreement or under the applicable laws.
- q) It is hereby clarified that notwithstanding anything to the contrary, this Agreement shall not affect the Company's right to terminate the later employment agreement of the trainee at any time, whether during the Commitment Term or anytime thereafter. It is also clarified that nothing in this Agreement prevents the trainee from leaving, resigning from or terminating his/her employment with the Company (and accordingly this Agreement should not be construed as an employee bond) and that this Agreement stipulates only the monetary amounts that the Employee is liable and required to repay and/or reimburse to the Company in certain specific situations as envisaged in this Agreement.
- r) The Company may terminate the training agreement at any time, with or without cause and with or without notice by providing 1 days' notice and trainee will be paid stipend till the date of termination based on for the number of days they have attended training prorated on a total of 25 days of training for the month. The Training Agreement may be terminated by Trainee, at any time, by giving minimum of Five days (5) days' notice in writing to the company (notice period) without the necessity of having to assign any reason, in case the trainee terminates the agreement, they will be liable to compensate the company with the training expenses that the company has incurred during the training phase as per Clause (k). If the trainee is absent continuously for five (5) training days without any intimation, the Company will have the right to terminate the appointment with or without any notice. In the event of termination under this Clause, the trainee shall not be entitled to either the notice period or stipend in

lieuthereof and will be liable to compensate the company with the training expenses that the company has incurred during the training phase as per Clause (k).

- s) The Trainee agrees, recognizes and acknowledges that:
  - (i) He/she has been provided with a copy of this Agreement for review prior to signing it;
  - (ii) He/she has reviewed it and that he/she understands the terms, purposes and effects of this Agreement;
  - (iii) He/she has signed this Agreement only after having had the opportunity to seek clarifications;
  - (iv) He/she has been given a signed copy of this Agreement for his/her own records;
  - (v) He/she has not been subjected to duress or undue influence of any kind to execute this Agreement and this Agreement will not impose an undue hardship upon him/her; and
  - (vi) He/she is subject to no contractual restriction or obligation that will in any way limit his/her activities on behalf of the Company or prevent him/her from performing all or any of the obligations, terms and conditions of this Agreement.
- t) During the training, trainees may have access to trade secrets and confidential business information belonging to the Company. By accepting this appointment, trainee acknowledges that they will keep all of this information strictly confidential, and refrain from using it for their own purposes or from disclosing it to anyone outside the Company. In case a leak is identified the trainee will have to pay damages to the company for the loss, that the company has incurred for leakage of confidential trade secrets. In addition, they agree that, upon conclusion of training, they will immediately return to the Company all of its property, equipment, training material and documents, including electronically stored information.
- u) If any paragraph, sub-paragraph, or provision of this Agreement, or the application of such paragraph, sub-paragraph, or provision, is held invalid by a court of competent jurisdiction, the remainder of this Agreement, and the application of such paragraph, sub-paragraph, or provision to persons, or circumstances other than those with respect to which it is held invalid shall not be affected.
- v) The terms of this Agreement are the entire agreement and understanding with respect to the subject matter hereof and supersedes all prior discussions or representations between the Company and the Trainee.
- w) The trainee acknowledges and agrees that the Company may assign any of its rights under this Agreement to any person or entity. This Agreement is not assignable by the trainee.

- x) No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement shall be construed as a waiver of any other right under this Agreement or under law. The Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement.
- y) No change, modification, or termination of any of the terms, provisions, or conditions of this Agreement shall be effective unless made in writing and signed or initialed by all signatories to this Agreement.
- z) The jurisdiction concerning any dispute arising out of this agreement will be in the courts in Chennai only.
- aa) In case of any internal dispute arising in the company with the trainee. First, the dispute will be subjected to internal dispute resolution board and if no conclusion is reached, on the second stage, an individual third-party mediator will be appointed by the company. Lastly, in case the dispute is not resolved with the company, the dispute or claim arising out of or in connection herewith, or the breach, termination or invalidity thereof, shall be settled by legal recourse.

For Yalamanchili School of Learning Pvt. Ltd.

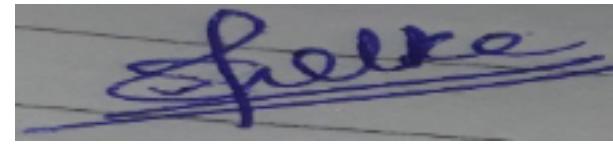


Authorized Signatory

Name: **Mr. Krishnakumar AR**

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I Apeksha Gajanan Shelke acknowledge and agree with the above terms and conditions of my training agreement with YALAMANCHILI.



Date 01-04-2022 Place Nagpur