

AGREEMENT OF EMPLOYMENT

DATE OF AGREEMENT:

THE EMPLOYER: M/s. RAQMIYAT INFORMATION TECHNOLOGY
PRIVATE LIMITED
DLF IT PARK, 1/124, BLOCK – 5, 2nd FLOOR,
MOUNT POONAMALLEE ROAD,
MANAPAKKAM, CHENNAI – 600 086

THE EMPLOYEE:

SURETY OF THE EMPLOYEE:

Who shall collectively be known herein as "the Parties" of the Agreement of Employment

RECITALS:

WHEREAS, Employer is engaged in the business of _____;

WHEREAS, Employer wishes to employ Employee and Employee wishes to accept such employment on the terms and under the conditions recited below;

The premises having been considered and with acknowledgment of the mutual promises and of other good and valuable consideration herein contained, the Parties, intending to be legally bound, hereby agree as follows:

1. APPOINTMENT

Your appointment as an employee of M/s. RAQMIYAT INFORMATION TECHNOLOGY PRIVATE LIMITED in Birmingham DLF IT PARK, 1/124, BLOCK – 5, 2nd FLOOR, MOUNT POONAMALLEE ROAD, MANAPAKKAM, CHENNAI – 600 086 (hereafter referred as “the Company in this Agreement”) is subject to the following conditions contained in this Agreement.

2. DATE OF COMMENCEMENT

Your employment with the Company will commence on.....

3. DUTIES

3.1 You will be assigned duties from time to time as a result of Company’s requirements and a professional commitment is required from you for the work assigned to you. You will be issued with a Job Description to reflect the requirements. The Job Description does not form part of this Agreement of employment.

3.2 The Company reserves the right at any time to assign duties of a different nature to you either in addition to or instead of those referred to herein, it being understood that you will not be assigned duties which you cannot reasonably perform.

3.3 You are required to participate in any appraisal and/or staff assessment system introduced by the Company.

3.4 The Company is committed to the maintenance of high quality standards of work, and to this end has introduced a scheme which requires all newly appointed employees (unless exempt) to attend, complete and obtain the “**training and development programmes**” in the first ____ months / years of service. Failure to comply with this request may lead to your dismissal.

4. HOURS OF WORK

4.1 The nature of your post is such that it is expected that you will respond to the operational requirements of the Company in order to fulfil your duties in a professional manner.

4.2 The exact number of hours in a week that you may be required to work will vary with Company’s requirements. However, you are expected to be available for duties at the Company for 37 hours a week. This may involve some **evening or weekend work or night shifts etc.**,

5. PLACE OF WORK

Initially you will be placed at However, your appointment is on the basis that, where the situation so demands, the Company may from time to time require you to undertake your duties at any site designated by the Company.

6. REMUNERATION

6.1 Your initial salary for the post of _____ is Rs...../- per annum (Rupees _____ only). It is payable monthly in arrears by **direct credit transfer or through cheque payment or cash.**

6.2 The Company may deduct from your pay any sums which you may owe to the Company, including, without limitation, any overpayment or loans made to you by the Company.

6.3 Pay shall be paid on the _____ **day** of every month, unless otherwise agreed and payment shall be made once a month.

6.4 The incentives and other packages will be as per the Company's requirements and notification.

7. HOLIDAYS

7.1 The Company works through out the year running from 1 January to 31 December. Your holiday entitlement for a complete year will be ___ working days plus the _____ holidays normally applicable in India.

7.2 Your holiday entitlement for a *full* calendar year is ___ (insert days/hours) excluding/including _____ relevant holidays.

7.3 The timing of all holiday is subject to the approval of Head Office of the Company. The Company will normally require you to take some of your holiday entitlement at specific times of the year. Such requirements will be notified to you in advance.

7.1 You may not carry any unused holiday entitlement forward to a subsequent holiday year without the consent of your Head Office of the Company.

8. SICKNESS PAY AND LEAVE

The Company reserves the right to require you to undergo a medical examination by a Doctor or Consultant nominated by it at any time during your employment in order to

avail a **sickness pay and leave** for a period of minimum ____ days and the certification procedure needs to be adhered for availing such leave.

9. COPYRIGHT, MORAL AND DESIGN RIGHTS

You must promptly disclose to the Company all copyright works or designs originated, conceived, written by you alone or with others (except only those conceived written or made by you wholly outside your normal working hours and wholly unconnected with your employment) and will until such rights are fully and absolutely vested in the Company by way of future assignment of copyright, design right and other Intellectual Property rights, if any, for the full terms thereof throughout the World in respect of all copyright works and designs originated, conceived, written or made by you (except only those works or designs originated, conceived, written or made by you wholly outside your normal working hours and wholly unconnected with your employment) during the period of your employment hereunder. You irrevocably and unconditionally waive in favour of the Company any and all moral rights conferred on you by Chapter 4 of the Copyright Designs and Patents Act 1988 for any work in which copyright or design right is vested.

10. FIDELITY

10.1 The contractual relationship between the Company and you is founded on trust and confidence. Any breach of this trust by the employee, such as unauthorised disclosure to a third party of confidential information about the Company, its activities, clients or business transactions, will render the employee liable to disciplinary action and/or civil proceedings to restrain the employee from disclosing the information to a third party or making personal use of it without the authority from the appropriate office or for danger of loss to the Company resulting from unauthorised disclosure.

10.2 The fidelity requirements stated above will apply throughout the duration of the Agreement of employment, including during any notice period.

10.3 All confidentiality clauses are subject to the legal requirement not to act in restraint of trade and legal protections relating to public interest disclosure.

11. CONFIDENTIAL INFORMATION

11.1 You may not disclose any Confidential Information relating to the Company and must not remove any documents, or tangible items which belong to the Company or which contain any Confidential Information from the Company's premises at any time without proper advance authorisation.

11.2 You must return to the Company upon request and, in any event upon the termination of your employment, all Confidential Information, documents and other papers together with any copies or extracts thereof made or required

by you in the course of your employment which belong to the Company or which contain or refer to any Confidential Information and which are in your possession or under your control.

11.3 You must, when requested by the Company, delete all Confidential Information from any reusable material and destroy all other documents and tangible items which contain or refer to any Confidential Information and which are in your possession or under your control.

11.4 "Confidential information" shall include all information which has been specifically designated as confidential by the Company and any information which relates to the commercial and financial activities of the Company unauthorised disclosure of which could embarrass, harm or prejudice the Company. It does not extend to information already in the public domain.

12. NON – COMPETING CLAUSE:

12.1 You shall not do work for another party or engage in such activity that would, be similar or in the nature of the work in the Company which would cause manifest harm to their employer as a competing activity contrary to fair employment practices.

12.2 During the term of employment, employees shall not embark on any action to prepare for competing activities. After the termination of the Agreement of Employment too, the employee shall not start or engage himself in similar business of the Company within a radius of 5 kms of the Company.

13. PROBATIONARY PERIOD

13.1 The first __ months of your employment will be a probationary period, during which your suitability for the position to which you have been appointed will be assessed. The Company reserves the right to extend your probationary period if, in its opinion, circumstances so require.

13.2 The Employee shall continue in services for a continuous period of ____ months after initial training and when there is a specialised training and an expertise training is offered by the Company by incurring huge expenses then the Employee is obligated to continue in service for a a continuous period of ____ months failing which the employee shall be liable to pay the company a sum of Rs._____-/- (Rupees _____ only) towards liquidated damages, which is the amount spent by the company on the personal grooving and enhancement of the employee concerned

13.3 In the event of the employee failing to abide by the terms and conditions of this Agreement, then the surety herein undertakes to indemnify the company to the extent of the sum undertaken to be paid by the Employee in the extent of his committing any breach of violation of the terms and conditions of this Agreement.

13.4 The Company and the employee may agree that the employer shall incur additional expenses for training the employee in comparison with reasonable expenses for training the employee and the employee shall work for the Company during the agreed period (Probationary or Training period) for the purpose of compensating these expenses.

13.5 An employee shall compensate additional expenses incurred by the employer in proportion to the time remaining until the end of the probationary period if the employee cancels the employment contract before the expiry of the probationary period, unless the reason for cancellation of the employment contract is a fundamental breach of the employment contract by the employer.

13.6 During your probationary period your employment may be terminated by the Company on giving **one month's** written notice.

14. ON-SITE EMPLOYMENT

14.1 The Management is offering the Employee the post of (Designation) _____ in our Head Office at Dubai which includes high level training by well trained employees including personal grooving and enhancement of the Employee concerned

14.2 THE COMPANY'S MODE OF SELECTION OF EMPLOYEE TO AFFORD TRAIING WILL BE DONE ON THE BASIS OF AN EVALUATION REPORT SUBMITTED BY HR REGARDING THE WORK AND CONSULTATION WITH THE HIGHER OFFICIALS AND PRIOR CONSENT FROM THE HEAD OFFICE. THE COMPANY EMPLOYS THE EMPLOYEE AT WILL AND THE EMPLOYER **MAY TERMINATE THE EMPLOYMENT AT ANY TIME, WITHOUT PRIOR NOTICE, WITH OR WITHOUT CAUSE.**

14.3 The Company has invested a huge amount for affording training to the Employees which includes the Deportation Charges, obtaining passport, visa, applying for work permit and obtaining the same etc., which shall be detailed in the following table:

The charges incurred by the company are as are as follows:

Transaction	Fee payable
Application form	
Application for Passport and Visa	
A work permit	
Renewal or extension of a permit	

Permission to change work, conditions or locality or place of work	

- 14.4 The Training given to the Employee shall be effective from _____(Date) subject to confirmation of the Employee's consent and joining report and signed copy of the appointment letter.
- 14.5 The appointment is purely temporary for a fixed period of _____ year and up to (Date) _____ only. After the expiry of the period, the Employee's services will be terminated or extended as the case may and the Employee will be informed appropriately before the date of expiry of the fixed period.
- 14.6 During the course of Employment the Company reserves the rights to ask the Employee at any time to appear before any doctor of the Company's choice for medical check-up and the employment will depend upon the Employee's continuing physically fit.
- 14.7 That the Employee shall observe strict secrecy in respect of information, procedure, training offered, formula created and working structure of the company in particular and procedure practices adopted by the Company. The Employee shall not divulge any information to anyone and the Employee shall abide by all rules and regulations of the company enforced/amended from time to time.
- 14.8 That during the tenure of the Employment, the Employee is expected to work devotedly and whole heartedly for the company and its welfare and for its prospects and the Employee shall not take-up any other employment, allocation, trade, business or self employment, in his own name without seeking prior written permission from the Employer. Violation of this clause will render the Employee to be charged with disciplinary action. This is strictly adhered to for the reason that the work of company may not suffer.
- 14.9 That the Employee shall carry out such duties as assigned from time to time and the Employee shall not refuse to carry out any such duty. The management has inherent right to change the designation, can transfer from one branch office to other, from one section to other section, from one department to other and from one shift to another keeping in view the exigency of the work with or without notice but while doing so the remunerations aspect of the Employee will not be adversely affected.
- 14.10 That absence for a continuous period of 7 days without leave appropriately sanctioned (including the case when leave though applied for is not granted by the company) and if there is overstay by 8 days, it will be taken as the Employee have left the service. If the Employee, by presenting on ninth day satisfied the Management, then the Management has right to take the Employee on work. But if you will not present on work on even ninth day then nothing will be considered if you are ill and the Company shall have full right to terminate the Employee without notice or pay. Termination of employment under this section needs no reason to assign.

- 14.11 The Company shall take the Employee's performance test periodically. In case the Employee fails in these tests, management can take action against the Employee as it feels deem fit and necessary as per the case.
- 14.12 That in case of any discovery or creation of Intellectual Property by the Employee due to the training and in the course of the employment under this Agreement, the Employee shall have a special obligation to enhance further the interests of the Company and to submit full details of the Intellectual Property immediately to the Company by the Employee and it shall be the absolute property of the Company.

15. DISCIPLINARY MATTERS

- 15.1 The disciplinary rules and procedures can be found in the **HR Policy framed by the Company or Staff Handbook or Employment Standing Order of the Company**. The disciplinary procedure does not form part of your Agreement of employment and will not have contractual effect.
- 15.2 In case of gross negligence insubordination, fraud, disobedience of order, misbehavior with the seniors or any misconduct alleged against the Employee or breach of any terms and conditions of this agreement, you will be liable for suspension pending any enquiry for which no wages shall be paid to the Employee. If the Employee is found to be guilty of services then he will be terminated forthwith and the Employee shall not be entitled to any notice or compensation.
- 15.3 Apart from this agreement, If at any time the Management is of opinion, which will be final in the matter, that the Employee is found indulging in any conduct considered by the Company as detrimental to the interest or of violation of one or more terms and conditions of the Company's welfare, the Employee's services can be terminated without notice and compensation. If at any time the company finds that the information supplied by the Employee at the time of appointment or later on is false, it would entail automatic termination of the services of the Employee without notice or compensation.
- 15.4 In any case you have left this company, the Employee will not be allowed to join any other company, which is already performing the same function as of this company for a period of one year.
- 15.5 The Employee is strictly advised not to do any act publically, which affects the image of the company and other employees and not to take the grievances, disputes or anything else related to the company publically or to any lawful authority and will not do any act which will hamper the work of company in any kind before taking them to the machinery appointed by company for the settlement of disputes and grievances or anything else, you also have to give reasonable time to company for settle the dispute amicably.

15.6 The Employee's conviction by any criminal court for offence that involve moral tripped will make an end to the employment with the Company.

16. GRIEVANCE PROCEDURE

If you have a grievance relating to your employment or any disciplinary decision relating to you then you should follow the procedure found in the **HR Policy framed by the Company or Staff Handbook or Employment Standing Order of the Company.**

17. TERMINATION OF EMPLOYMENT

16.1 The entire cost of the training given by the Company in overseas and expertised training provided there and the expenses incurred by the company fro affording such training are all borne by the Company, In addition to such cost, the Employee shall also paid a monthly **salary / remuneration / stipend.** Thus the Agreement of employment shall be terminable by you giving the Company _____ months written notice. However, the minimum period of notice you will receive (other than in cases of gross misconduct, where you are liable to be dismissed without notice) is ___ months notice.

16.3 Grounds for "Cause" Termination. Commission of any of the following acts by Employee constitute grounds for the Employer to terminate Employee "for cause" under this paragraph:

- a) Employee is charged with a felony crime;
- b) Employee commits a crime of moral turpitude such as an act of fraud or other crime involving dishonesty;
- c) Employee uses illegal drugs;
- d) Employee fails to perform his or her duties in a competent manner;
- e) Employee violates his or her duties of confidentiality and/or non-competition under this agreement;
- f) Employee accepts an offer for future employment with a competitor of employer;
- g) Employee fails to comply with directives from superiors, the company board of directors or managing officers, or written company policies;
- h) Employee commits any act or acts that harm the Company's reputation, standing, or credibility within the community(ies) it operates or with its customers or suppliers;
- i) Employee fails to perform the duties assigned to him or her for any reason;

16.4 It is the policy of the Company to require employees to retire on reaching the age of **65 years.**

18. EMPLOYER'S OBLIGATION:

17.1 The employer shall in all respects is obligated to improve employer/employee relations and relations among the employees. The employer shall ensure that employees are able to carry out their work in a comfortable manner. The employer shall strive to further the employees' opportunities to develop themselves according to their abilities so that they can advance in their careers.

17.2 The employer shall treat employees equally unless there is an acceptable cause for derogation deriving from the duties and position of the employees. The employer is obligated to observe prohibition of discrimination against employees on the basis of age, health, disability, national or ethnic origin, nationality, sexual orientation, language, religion, opinion, belief, family ties, trade union activity, political activity or any other comparable circumstance when recruiting, promoting, selecting for on-site projects etc. among the employees

19. VARIATION

18.1 The Company may make reasonable changes to any of your terms and conditions of employment.

18.2 You will be notified of minor changes of detail by way of general notice to all employees and any such changes take effect from the date of the notice.

18.3 You will be given not less than one month's written notice of any significant changes which may be given by way of individual notice or general notice to all employees. Such changes will be deemed to be accepted unless you notify the Company of any objection in writing before the expiry of the notice period.

20. BREACH OF AGREEMENT OF EMPLOYMENT

19.1 Serious breach or neglect of obligations arising from the employment Agreement or the law and having essential impact on the employment relationship as well as such essential changes in the conditions necessary for working related to the employee's person as render the employee no more able to cope with his or her work duties can be considered a proper and weighty reason for termination arising from the employee or related to the employee's person. The employer's and the employee's overall circumstances must be taken into account when assessing the proper and weighty nature of the reason

19.2 If an employee has intentionally breached an employment contract, they shall be liable for any and all damage caused to an employer as a result of the breach.

19.3 If an employee has breached an employment contract due to negligence, they shall be liable for the damage caused to the employer to the extent which is determined taking into account the employee's duties, level of guilt, instructions given to the employee, working conditions, risk arising from the nature of the work, the length of employment by the employer, former behaviour, the employee's wages and reasonable possibilities of the employer for reduction or insurance of damage. Compensation is reduced by the damage caused as a result of a typical risk of damage relating to the activities of the employer.

19.4 If an employee does not commence work without good reason or leaves work without advance notification, an employer shall have the right to demand compensation of damage upon cancellation of the employment contract on that ground.

19.5 It is presumed that the size of liquidated damages shall correspond to an average amount of Rs._____-/- caused to the Company by ceasing of employment by the employee or sudden absconding of employees from the employment without proper intimation.

19.6 In the event of Employee being unable to pay the liquidated damages under any circumstances as stipulated herein, the surety herein holds himself responsible and liable and undertakes that on demand by the Company the sum of Rs._____-/- due to them by the Employee towards liquidated damages.

21. RESOLUTION OF DISPUTES:

20.1 In the event of there being any dispute or difference between the Parties arising out of this Agreement, the said dispute or difference shall on written demand by any Party be submitted to arbitration in accordance with the rules, which arbitration shall be administered by an Arbitrator appointed by the Company _____. Then the arbitration shall be conducted in accordance with the rules for Indian Laws of Arbitration and Conciliation Act, 1996 subject to any amendments that may be made by the Indian Parliament from time to time.

20.2 The dispute shall be referred to an arbitrator appointed by agreement between the parties to the dispute or failing agreement within 10 (ten) business days of the demand for arbitration, then any party to the dispute shall be entitled to forthwith call upon the chairperson to nominate the arbitrator, provided that the person so nominated shall be an advocate of not less than 10 (ten) years standing as such and possess such experience of labour law, arbitration law and contractual remedies. The person so nominated shall be the duly appointed arbitrator in respect of the dispute. In the event of the attorneys of the parties to the dispute failing to agree on any matter relating to the administration of the arbitration, such matter shall be referred to and decided by the arbitrator whose decision shall be final and binding on the parties to the dispute.

20.3 Nothing herein contained shall be deemed to prevent or prohibit a party to the arbitration from applying to the appropriate court for urgent relief or for judgment in relation to a liquidated claim of damages

20.4 Any arbitration in terms of this clause (including any appeal proceedings) shall be conducted *in camera* and the Parties shall treat as confidential details of the dispute submitted to arbitration, the conduct of the arbitration proceedings and the outcome of the arbitration.

20.5 The provisions of this clause will continue to be binding on the Parties notwithstanding any termination or cancellation of the Agreement.

20.6 The decision of the Arbitrator or the award passed by the Arbitrator shall be final and binding on both the parties. The arbitration shall be conducted at Chennai and the language of arbitration shall be English. The competent Courts in Chennai shall have exclusive jurisdiction.

22. SEVERABILITY

In the event any provision of this Agreement is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this Agreement so as not to cause the invalidity or unenforceability of the remainder of this Agreement. All remaining provisions of this Agreement shall then continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.

23. ACKNOWLEDGEMENTS:

Each party acknowledges that he or she has had an adequate opportunity to read and study this entire Agreement, to consider it, to consult with attorneys if he or she has so desired.

24. GOVERNING LAW

It is intended that this Agreement be valid and enforceable under the laws of India, and that the laws of this state, Tamil Nadu shall govern the Agreement's interpretation.

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, Employer (the Company) and Employee and the Surety of Employee affix their signatures hereto on the date hereunder:

Dated at Chennai on this the _____, day of _____ Month of 20____

EMPLOYER:

**M/s. RAQMIYAT INFORMATION TECHNOLOGY
PRIVATE LIMITED**

Represented By Authorised Officer:

Mr. _____

Title: General Manager

EMPLOYEE:

SURETY OF EMPLOYEE:

Witnesses:

1) Name:

Address:

2) Name:

Address:

Drafted By:

*D. Padma Priya, Advocate & Partner
SeLP Legal Experts and Attorneys*

DECLARATION BY THE EMPLOYEE:

I, [Name of Employee], the Employee stated herein, have read the above Agreement, understand and agree with its terms, and have received a copy.

I have carefully read and understood the terms and conditions and contents of the Agreement dated ____ entered between the Company and me which is attached along with this Declaration under which an employment is offered to me at Dubai, Foreign Country. I hereby signify my acceptance of all the terms and conditions are taken thereof, I append my signatures on duplicate copy and return it to the office as directed. I am fully satisfied & happy and will work hard for company's benefit. I am joining from_____.

I have read and understood the contents of this Contract, and hereby agree to abide by it.

I have got the best what I can get. My motto is "Work is Worship". I will not do any act, which will hamper the work or image of company in any kind

SIGNATURE OF EMPLOYEE : _____

Witnessed by (Name & Signature) : _____

Date: _____

Place: _____