



BP 113323

P. H. Desai
B.A.L.L.B. Advocate

Legal Employment Contract

2021

THIS DIGITAL EMPLOYMENT CONTRACT (this "Agreement") Valid Till Six Months From
2021-06-24 BETWEEN:

Aalayan Solutions of

A/109 Yellow Stone, Near Arty Cricket Ground, Jaisalmer, Rajasthan. 345001 of

(The "Employer")

OF THE FIRST PARTY

-AND-

Pratul Pathak

S/O. Sudhakar Pathak 287/28 iyoti park Gurgaon Gurgaon, Gurgaon Haryana 122001

(The "Employee")

OF THE SECOND PARTY

BACKGROUND:

- A. The Employer Is Of The Opinion That The Employee Has The Necessary Qualifications, Experience And Abilities To Assist And Benefit The Employer In Requisitioning Skills And Infrastructure For Successful Execution Of Form Filling Projects.
- B. The Employer Desires To Employ The Employee And The Employee Has Agreed To Accept And Enter Such Employment Upon The Terms And Conditions Set Out In This Agreement.

Presently It Is In A Position To Procure The Business For Form Filling More Meaningfully Described In The Column Scope Of Work, Through Their Principals. The Current Project Is Carried Out Under The Cost Of Client And Not An Assignment As Such Acquired By Employee. AND WHEREAS The Employee Is Engaged Inter Alias, In The Business Of Providing A Wide Spectrum Of Software Solutions & Services.

IN CONSIDERATION OF The Matters Described Above And Of The Mutual Benefits And Obligations Set Forth In This Agreement, The Receipt And Sufficiency Of Which Consideration Is Hereby Acknowledged, The Parties To This Agreement Agree As Follows:

Commencement Date and Term

Scope Of Work: The Employee Will Commence Employment With The Employer On 2021-06-25 (the "Commencement Date") Extending Till 2021-07-01 (End Of "Term Date").

Subject To The Probationary Period And Subject To Termination As Provided In This Agreement, The Employee Is Required To Feed The Provided Data In The Provided Portal As Per The Guidelines Within 5 Days From The Date Of Commencement. The Parties Acknowledge That Various Provisions Of This Agreement Survive Past Termination Of Employment.

1. Job Title and Description

- 1.1. The Initial Job Duties The Employee Will Be Expected To Perform Will Be Consisted Of Filling Of The Forms (Data Entry) As Per The Information And Data Given The Online Portal.
- 1.2. The Employee Agrees To Be Employed On The Terms And Conditions Set Out In This Agreement. The Employee Agrees To Be Subject To The General Supervision Of And Act Pursuant To The Orders, Advice And Direction Of The Employer.
- 1.3. The Employee Will Perform Any And All Duties As Requested By The Employer That Are Reasonable And That Are Customarily Performed By A Person Holding A Similar Position In The Industry Or Business Of The Employer.
- 1.4. The Employer May Make Changes To The Job Title Or Duties Of The Employee Where The Changes Would Be Considered Reasonable For A Similar Position In The Industry Or Business Of The Employer.

1.5. The Employee Agrees To Abide By The Employers Rules, Regulations, Policies And Practices, Including Those Concerning Work Schedules, Annual Leave And Sick Leave, As They May From Time To Time Be Adopted Or Modified.

2. Employee Remuneration

2.1. Remuneration :- For The Form Filling Services Rendered By The Employee, The Employee Shall Be Entitled For Payment Of Price 33Rs. (INR) Max Per Form For The The Salary May Vary From 17400/- INR To 23100/- INR Depends Upon The Accuaracy. The Employee Shall Raise The Invoice Every Within 15 Days After The Successful Completion Of Project. The Employer Will Pay Each Of The Project Amount Within Maximum 72 HRS, From The Date Of Issue Of Quality Check Report. The Invoice Can Be Raised Through E-mail. Q.C. Report Will Be Provided After 24 Working Hours From The Date Of Submission.

2.2. Billing :- Employer Will Provide Workload Of 700 FORMS Which The Employee Shall Complete The Work Within 7 DAYS Under The Given Criteria Of This Agreement. This Agreement Has Been Signed For One System. The Employer Will Make The Payment For The Billing Within 3 INTERNATIONAL WORKING Days From Date Of Raising The Project Subject To The Quality Check Report.

2.3. Accuracy :- Employer Will Provide Adequate Feedback Within 15 Working Days For All Data And On Completion Of Quality Check Shall Issue A Quality Report. Both Parties Agree To Assure Highest Quality Of End Service. Following Cycle For Accuracy Will Be Followed. Cut Off Forms - 630/700 (In Total) - Above 90% @ 33/- INR Per Form. If Below Cut Off Or ID Is Terminated Then The Employee Is Supposed To Clear Registration Amount.

The Q.C. Department Will Check The Forms Randomly. Until The Submitted Slot Is Rejected Above The Cut-Off Criteria If Employee Makes Any Mistake, (Which Includes But Not Limited To Spelling, Punctuation, Extra/Missing Space, Extra/Missing Word, Extra/Missing Line Etc.) In A Form That Form Will Be Rejected, Likewise Employee Have To Maintain Cut Off Or Accuracy.

If All The Forms Are Submitted Or In Submit Mode, Then Only The Q.C. Report Will Be Generated Else Not. If Forms Are In Save Mode Then Q.C. Report Will Not Be Generated And That Thing Will Be Considered As Incomplete Submission Only.

You Can Save The Forms, Saved Forms Are Editable/Changeable For 48 Hours Only, Then After All Those Forms Will Automatically Submitted And Becomes Non-Editable.

To Generate The Q.C. Report, All The Forms Should Be Submitted. If All The Forms Are Not Submitted Then It Will Be Considered As Incomplete Submission Only.

3. Conflict of Interest

3.1. Application Fee(s): The Registration Amount Of 5700/- INR. Will Be Deducted From The Salary If Generated, And If The Salary Is Not Generated i.e If The Employee Fails To Complete The Work, Then

He/She Is Liable Pay The Same Registration Amount On Their Own. The Employee Must Start & Complete His/Her Work Of Form-Filling Assigned To Them By The Employer From The Date Of Starting The Project (Selected By The Employee As Per His/Her Own Convenience). In Case Of Failure In Starting Of The The Work From Employee's End Or "0" Number Of Forms Detected Or Incomplete Submission Of Work Is Defined By The Employer Then Application Fee(s) + NOC Invoice Needs To Be Cleared By The Employee. As The Employer Will Have To Face The Economic Crisis In The Business In Case Of Failure Of This Project In Any Of The Criteria As Per This Agreement.

The Employee Understands And Agrees That Any Attempt On The Part Of The Employee To Induce Other Employees Or Contractors To Leave The Employers Employ, Or Any Effort By The Employee To Interfere With The Employers Relationship With Its Other Employees And Contractors Would Be Harmful And Damaging To The Employer.

During The Term Of The Employees Active Employment With The Employer, The Employee Will Not, Directly Or Indirectly, Engage Or Participate In Any Other Business Activities That The Employer, In Its Reasonable Discretion, Determines To Be In Conflict With The Best Interests Of The Employer Without The Written Consent Of The Employer.

3.2 ID Allocation :- Employee Will Get A Single ID To Work On And Employee Can Work 24X7 On This ID. If The Software Portal Or The Server Of The Company Detects That There Are Multiple Login Attempts/Multiple IP Addresses Login Of The User Account Or I.D, The Company Will Not Be Responsible For The Corruption Of The Data In Both Online And Offline Modules. And The Employee's I.D. Will Get Terminated Without Any Intimation And The Employee Needs To Clear The Server Maintenance Charge Upto 3800/- INR.(Refundable Amount) For That Particular Project As Per This Agreement.

3.3 TAT (Turn Around Time): The Second Party Has 7 Days(Including Holidays) To Complete The New Work And Second Party Has To Send It To First Party. The First Party Shall Give An Accuracy Report Within 2-3 Working Days For The New Work, After Submissions As Per Technical Specifications Which Are Included In This Agreement With Accuracy Parameters.

3.4 Employer Agrees To Provide Formats And Other Information For Processing The Job To Employee At The Time Of Providing The Data And The Employee Agrees With The Format And Other Information Which Is Being Processed To The Particular.

3.5 Employee Will Execute The Data Processing Work Provided By Employer Through Experienced Persons In Such Manner So As To Carry Out The Work Efficiently At Minimum Of 90% Accuracy For Out Files.

3.6 This Agreement Represents The Business Agreement And Operational Understandings Between The Parties And Shall Remain In Effect For A Period Of Six Months From The Date Of Execution Hereof. The Employers Specifications In Terms Of Quality And Other Parameters That Shall Be Issued By The

Employer/Their Principals From Time To Time And Acknowledged By The Employer Shall Be Read With This Agreement.

4. Termination of Employment

4.1. Termination: - If Employee Fails To Submit Data On Time Or, If Employee Fails To Give Accuracy In Output Files. Client Reserves The Right To Terminate The Agreement With Immediate Effect. And Aalayan Solutions Will Not Be Responsible For Any Further Data And Payment To The Employee. And Employee Will Be Liable To Pay The Maintenance Amount To The Client As Mentioned In `Clause-4` In This Agreement And Employee Will Also Be Liable To Pay Expenses Of The Employer For Legal Proceedings. Where There Is Just Cause For Termination, The Employer May Terminate The Employee Employment Without Notice, As Permitted By Law.

4.2. No Modification Of The Terms Of This AGREEMENT Shall Be Valid Unless It Is In Writing And Signed By Both The Parties.

4.3. Force Majeure: If The Rendition Of The Form Filling Services Is Hampered Due To Earthquake, Flood, Tempest, Civil Riots Or Act Of God Then The Business Associate Shall Be Absolved Of Its Obligations Hereunder Till Normalcy Is Restored After The Cessation Of The Aforementioned Contingencies. The Employee Shall Likewise Be Absolved If Rendition Of The Services Is Hampered Due To A Strike Called By The Data Entry Operators Engaged By The Employee, Violence Or Political Turbulence Or For Any Other Reason Of A Similar Nature, Which Is Beyond The Control Of The Employee.

5. Non-Solicitation

5.1. The Employee Understands And Agrees That Any Attempt On The Part Of The Employee To Induce Other Employees Or Contractors To Leave The Employers Employ, Or Any Effort By The Employee To Interfere With The Employers Relationship With Its Other Employees And Contractors Would Be Harmful And Damaging To The Employer.

5.2. The Employee Will Not In Any Way, Directly Or Indirectly :-

5.2.1. Induce Or Attempt To Induce Any Employee Or Contractor Of The Employer To Quit Employment Or Retainer With The Employer.

5.2.2. Discuss Employment Opportunities Or Provide Information About Competitive Employment To Any Of The Employers Employees Or Contractors.

This Non-solicitation Obligation As Described In This Section Will Be Limited To Employees Or Contractors Who Were Employees Or Contractors Of The Employer During The Period That The Employee Was Employed By The Employer.

6. Confidential Information

6.1. The Employee Acknowledges That, In Any Position The Employee May Hold, In And As A Result Of The Employees Employment By The Employer, The Employee Will, Or May, Be Making Use Of, Acquiring Or Adding To Information Which Is Confidential To The Employer (the "Confidential Information") And The Confidential Information Is The Exclusive Property Of The Employer.

6.2. The Employee Agrees And Acknowledges That The Confidential Information Is Of A Proprietary And Confidential Nature And That Any Disclosure Of The Confidential Information To A Third Party In Breach Of This Agreement Cannot Be Reasonably Or Adequately Compensated For In Money Damages, Would Cause Irreparable Injury To Employer, Would Gravely Affect The Effective And Successful Conduct Of The Employers Business And Goodwill, And Would Be A Material Breach Of This Agreement.

7. Severability

7.1. The Employer And The Employee Acknowledge That This Agreement Is Reasonable, Valid And Enforceable. However, If Any Term, Covenant, Condition Or Provision Of This Agreement Is Held By A Court Of Competent Jurisdiction To Be Invalid, Void Or Unenforceable, It Is The Parties Intent That Such Provision Be Changed In Scope By The Court Only To The Extent Deemed Necessary By That Court To Render The Provision Reasonable And Enforceable And The Remainder Of The Provisions Of This Agreement Will In No Way Be Affected, Impaired Or Invalidated As A Result.

7.2. Variation: Except As Otherwise Expressly Provided In This Agreement, This Agreement May Not Be Changed Or Modified In Any Way After It Has Been Signed, Except In Writing Signed By Or On Behalf Of Both Of The Parties.

7.3. Dispute Resolution & Jurisdiction: In The Event Of Any Dispute Or Difference Arising Between The Parties Hereto Relating To Or Arising Out Of This Agreement, Including The Implementation, Execution, Interpretation, Rectification, Validity, Enforceability, Termination Or Rescission Thereof, Including The Rights, Obligations Or Liabilities Of The Parties Hereto, The Same Will Be Adjudicated And Determined By Arbitration. The Indian Arbitration & Conciliation Act, 1996 Or Any Statutory Amendment Or Re-enactment Thereof In Force In India, Shall Govern The Reference. Both Parties Shall Appoint Their Respective Arbitrator, And Both Arbitrators Thus Appointed Should Appoint The Third Arbitrator Who Shall Function As The Presiding Arbitrator. The Venue Of Arbitration Shall Be Jaisalmer (Rajasthan). The Courts In The City Of Rajkot Shall Have Exclusive Jurisdiction To Entertain Try And Determine The Same.

7.4. Both The Parties Hereby Agree Neither To Circumvent Or Nor To Disclose The Identities, Information As Well As The Essence Of The Project Etc. Of Each Others/Principles, Clients Etc. To Any Other Third Party And Neither Of Us Will Approach Each Contracts Of Each Other As Identified From Time To Time.

IN WITNESS WHEREOF The Parties Hereto Have Executed These Presents On The Date Herein Before
Written :- **Pratul Pathak**

A. Employer : -

Name : Aalayan Solutions

Email : helplineaalayan@gmail.com

Address : A/109 Yellow Stone, Near Arty Cricket Ground, Jaisalmer, Rajasthan. 345001

B. Employee : -

Name : Pratul Pathak

Email : pratulpathak93@gmail.com

Address : S/O. Sudhakar Pathak 287/28 iyoti park Gurgaon Gurgaon, Gurgaon Haryana 122001

Client:

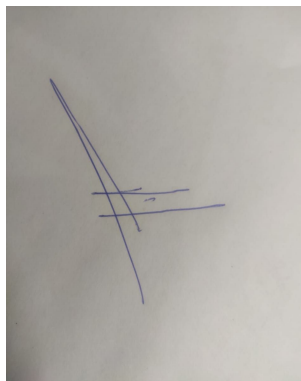
For Aalayan Solutions

Business Associate:

For Pratul Pathak



Authorized Signatory



Authorized Signatory

