04-06-2016

Mr. Devarshi Mishra,
Head - Retailability,
Jetking Retailability,
Lakshmi Nagar
Delhi - 110092

Dear Sir,

I would like to inform you that I am resigning from the position of Area Manager - Jetking Infotrain Ltd,(Retailability) , effective today, i.e. 04.06.2016.

Thank you for the opportunities for professional and personal development that you have provided me during my tenure with the company. I have enjoyed working for the company and I would like to sincerely thank you for your tremendous support and faith shown in my abilities.

I wish you and Jetking Infotrain Ltd. continued success and growth in future.

If I can be of any help during this transition, please let me know.

Your Sincerely,

S. Handa

Subhash Handa
Area Manager
Jetking Infotrain Ltd (Retailability)

Read

4/6/16

JETKING INFOTRAIN LIMITED
401, Bussa Udyog Bhavan, T.J. Road,
Near Sewri Bus Terminus Sewri (W),
Mumbai - 400 015.

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JET/HR/1415/APP/649 **August 03,2015**

Employee Code:-1050

Mr. Subhash Handa
House No-562, Plot No-5,
Kamal Vihar Apartments,
MTNL Telephone Exchange,
Sector-6 Sector-7,
Dwarka, Delhi-110075

Dear **Mr. Subhash Handa,**

We are pleased to appoint you as **"Area Manager-Retailability"** and shall be located in **Delhi** on the following terms and conditions.

1. Your Appointment shall be effective from **03rd August, 2015.**
2. You shall be required to report at the below mentioned address:

   Jetking Infotrain Ltd,
   Pragati Deep Bldg, 2nd Floor, Plot no 8,
   Laxmi Nagar Dist Centre,
   Delhi- 110092
3. You shall be paid a total compensation of **Rs. 9, 36, 000 /-per annum (Rs. Nine Lacs Thirty Six Thousand Only-)** on a **Cost To Company (CTC) basis.** The Gross salary along with the break-up of salary is attached herewith as in **Annexure A**.
4. Your employment with **Jetking Infotrain Ltd** will be governed by the specific terms & Conditions referred in **Annexure B.**
5. You will be required to execute and be bound by a **Non- Disclosure Agreement** and **Non Compete Agreement** given in **Annexure C and D** to you given to you along with this Employment Agreement ("Agreement") and such agreement shall be co-extensive with this Agreement.
6. Please indicate your acceptance of this appointment by returning one set of this agreement to us with your signature affixed in the Last Page, within **seven (7) days** of issue of this letter. If you do not communicate your acceptance in this time frame, this appointment is liable to be withdrawn without further reference to you.
7. Please sign a copy of the Agreement on all sheets at the bottom on the right corner, and return to us as a token of your acceptance and mention the date of your joining Jetking.

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7) RECIPIENT shall have a duty to protect only that Confidential Information which is (a) disclosed by DISCLOSER in oral/ writing and is marked as confidential at the time of disclosure, or which is (b) disclosed by DISCLOSER in any other manner, is identified as confidential at the time of disclosure and is also summarized and designated as confidential in a written memorandum delivered to the RECIPIENT's representative named in paragraph 1 above within thirty days of the disclosure.

8) This Agreement imposes no obligation upon RECIPIENT with respect to confidential information which (a) was in the RECIPIENT's possession before the receipt from DISCLOSER; (b) is or becomes a matter of public knowledge through no fault of the RECIPIENT; (c) is rightfully received by the RECIPIENT from a third party without a duty of confidentiality; (d) is disclosed by DISCLOSER to a third party without a duty of confidentiality on the third party; or (e) is independently developed by the RECIPIENT.

9) DISCLOSER warrants that it has the right to make the disclosure of information contemplated by this Agreement.

10) RECIPIENT does not acquire any intellectual property rights under this Agreement except the limited right to the use set out in paragraph 3 above.

11) Neither party has an obligation under this Agreement to purchase any service or item from the other party.

12) Neither party has an obligation under this Agreement to offer for sale products using or incorporating the Confidential Information.

13) NO LIABILITY FOR CONSEQUENTIAL DAMAGES. To the maximum extent permitted by applicable law, in no event shall DISCLOSER be liable for any damages whatsoever (including without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use DISCLOSER's product, even if DISCLOSER has been advised of the possibility of such damages.

UNB 14) The parties do not intend that any agency or partnership relationship be created between them by this Agreement.

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ANNEXURE A

SALARY STRUCTURE

Employee Name	Subhash Handa	
Designation	Area Manager-Retailability	
Location	Delhi	
proposed		
Earnings		
	Rs./ Month	Rs. / Annum
Basic Salary	30000	360000
H.R.A	15000	180000
Medical Allowance	2000	24000
Conveyance Allowance	1000	12000
City Allowance	10000	120000
Travel Allowance	5000	60000
Mobile Allowance	500	6000
Cash Component	**14500**	**174000**
CTC	**78000**	936000

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ANNEXURE B

TERMS & CONDITIONS OF EMPLOYMENT

1) DUTIES

You will presently report to **Head- Retailability** such other person/s as the Company shall instruct or require in its sole and absolute discretion and will comply with all instructions and duties given by him.

2) LEAVE

You will be entitled to leave as per the leave policy of the Company applicable to your category of employees and location of posting.

3) PROBATION

a) You shall be on probation for a period of Six **(6) month** from the date of your appointment and confirmation as a permanent employee will be done subject to a satisfactory evaluation by your supervisor at the end of the probation period.

b) Based on your supervisor's evaluation, the Company shall have the right to either terminate this agreement or extend your probation in accordance with the terms/conditions set out herein, if your performance is not to the reasonable satisfaction of the Company.

c) You shall continue to be on probation until your services are confirmed in writing.

4) AGE OF RETIREMENT

The age of retirement will be 58 years

5) TRANSFER

a) During your employment with us, you will be liable for transfer at any time from one section/department/unit/establishment to another. This could be in India or abroad, forming part of our organization/group without any change in the terms and conditions of the employment at the sole discretion of the management.

b) On your transfer, you will be governed by the Company's rules applicable to the establishment to which you are posted.

UNB c) You will also be expected to make visits and travel within both India and overseas, as may be necessary for proper discharge of your duties.

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10) TERMINATION OF EMPLOYMENT AGREEMENT:

a) In the event of termination of employment from your side during probation, you shall be required to give the Company 15 day's prior written notice.

b) Upon confirmation you are required to give One (1) month (30 days) prior written notice to the Company. This notice will be a working notice. Notice Period will not be adjusted in lieu of pay/PL unless discussed with and approved by HR/Management in written. A breach in this policy will result in no Full & Final settlement. Notwithstanding anything aforesaid, termination by you shall be subject to the satisfactory completion of all your existing duties and obligations thereof.

c) Notwithstanding all that has been expressly stated, the Company shall have the right to terminate this agreement without assigning any reasons by serving you:

i. 15 days prior written notice during probation or by paying 15 days notice pay in lieu of notice period.

ii. Upon confirmation, One (1) month (30 days) prior written notice or by paying One (1) month (30 days) month notice pay in lieu of notice period.

d) Notice pay will be computed on a CTC basis, as defined in Annexure A.

This is to certify that I have read this Agreement and understood all the terms & conditions mentioned therein and I hereby accept and agree to abide by them.

Name: ***Mr. Subhash Handa***

Designation: ***Area Manager-Retailability***

Signature: S.Handa

UNB Date: _____

Annexure D

EMPLOYEE NON COMPETE AGREEMENT

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a) During the tenure with Jetking, the Company would make significant investment in development of resources through business exposure, training, peer group interaction. Last thing the Company would want is its resources to contribute against the interest of the organization after gaining from all organization efforts. All members joining Jetking would be at will restricted from taking up any assignment after leaving Jetking that directly competes with business interests of Jetking.

b) The undersigned Employee hereby agrees not to directly or indirectly compete with the business of the Company and its successors and assigns during the period of employment and for a period of One (1) year following Termination and/or Resignation of employment and notwithstanding the cause or reason for termination and/or resignation.

c) The term "not compete" as used herein shall mean that you shall not own, manage, operate, consult or be employed in a business substantially similar to or competitive with, the present business of the Company or such other business activity in which the Company may substantially engage during the term of employment and up to one (1) year after leaving the services of the Company.

d) You acknowledge that the Company shall or may in reliance of this agreement provide access to trade secrets, customers and other confidential data and good will. You agree to retain said information as confidential and not to use said information on his or her own behalf or disclose same to any third party.

e) You agree that during and upon termination of your employment, you shall not in any manner, whether directly or indirectly, solicit or entice the other employee or customer or client of Jetking to join or enter into transactions, as the case may be with either you directly or directly or with other entities which are in direct or indirect competition with Jetking.
This non-compete agreement shall extend throughout India and shall be in full force and effect for one (1) year, commencing with the date of employment termination. A breach of this agreement would qualify for Jetking taking legal action.

f) This agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, and personal representatives.

Witnesses

1)

Jetking Infotrain Ltd

UNB 2)

S. Handa

Mr. Subhash Handa

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6) INCREMENTS

a) Increments will not be automatic, but will be at the discretion of the Management, and will depend on the periodic performance assessments.

b) Bonus and incentives will be extra as per the company policy.

7) OTHER EMPLOYMENT

During your term of Employment with Jetking, you will not engage in any employment or act in any way, which either conflicts with your duties and obligations to Jetking, or is contrary to the policies or interested of Jetking.

8) INFORMATION DISCLOSURE

During the term of employment with Jetking, you are required to disclose all material and relevant information that may either affect your employment with Jetking currently or in the future or may be in conflict with the terms of your employment with Jetking directly or indirectly. If at any time during your employment, Jetking becomes aware that you have suppressed any material or relevant information required to be disclosed by you, Jetking reserves the right to forthwith terminate your employment without any notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you may have been employed with Jetking.

9) IN EVENT OF MISCONDUCT

a) Notwithstanding anything mentioned in this Agreement, Jetking may terminate your employment, with immediate effect by a notice in writing (Without Salary in lieu of notice), in the event of your misconduct, including but not limited to, fraudulent, dishonest or undisciplined conduct of, or breach of integrity, or embezzlement, or misappropriation or misuse by you of Jetking property, or insubordination or failure to comply with the directions given to you by any persons so authorized,, or your insolvency or conviction for any offence involving moral turpitude, or breach by you of any terms of this agreement, or the policies of Jetking or other documents or directions of Jetking, or irregularity in attendance, or your unauthorized absence of from the place of work for more than Five (5) working days, or closure of the business of Jetking, or redundancy of your post, or upon you conducting yourself in a manner which is regarded by Jetking as prejudicial to its own interests or to the interests of its clients.

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ANNEXURE C

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NON DISCLOSURE AGREEMENT

1) Effective from **August 03, 2015 Jetking Infotrain Ltd, Pragati Deep Bldg, 2nd Floor, Plot no 8 , Laxmi Nagar Dist Centre, Delhi -110092.,** hereinafter referred to as **(DISCLOSER),** desires to disclose to **Mr. Subhash Handa,(RECIPIENT),** certain confidential information which RECIPIENT acknowledges to be of a confidential character, such information relating to products developed by the DISCLOSER ("Confidential Information").

2) The Confidential Information under Agreement includes without limitation all and any data, know-how, formulae, processes, designs, photographs, drawings, specifications, programmes, samples, trade secrets, intellectual property and all information of whatever description and any other material bearing or incorporating any information concerning or relating to the Company/clients, its assets, properties, plans, processes, finances, methods, operations, market strategy, marketing and pricing information, customer or consumer databases, pricing or other policies, business and business plans, intellectual property, and also includes all documents, agreements, sales charts, cost projections and analyses, pricing models, financial and tax information, business, marketing and operational projections, plans and opportunities, product information, designs, identification of customers, vendors and suppliers, customer, vendor and distribution lists, business records and other books and records relating to or concerning the Company.

3) RECIPIENT shall use the Confidential Information only for the purpose of evaluation.

4) This agreement controls only Confidential Information which is disclosed for a period of one (1) year from the date of the agreement.

5) RECIPIENT's duty to protect information under this Agreement expires Five (5) years from the receipt of the Confidential Information.

6) RECIPIENT shall protect the disclosed Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the confidential information as the RECIPIENT uses to protect its own Confidential Information of a like nature.

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15) All additions or modifications to this Agreement must be made in writing and must be signed by both parties.

16) This Agreement is made under and shall be construed according to the laws of the State of Maharashtra.

Each party acknowledges its acceptance of this Agreement by the signature below on duplicate counterparts of the Agreement, one of which fully executed counterparts is to be retained by each party.

Witnesses

1)

For Jetking Infotrain Ltd (Discloser)

2) S. Handa

Mr. Subhash Handa

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We believe the position we are offering will be challenging and will enable us to work together for our mutual benefit.

Yours faithfully

Vinod Patil
AVP-Operations

ENCLOSURE:

1) ANNEXURE A- SALARY STRUCTURE
2) ANNEXURE B- TERMS & CONDITIONS OF EMPLOYMENT
3) ANNEXURE C- NON DISCLOSURE AGREEMENT
4) ANNEXURE D- NON COMPETE AGREEMENT