



**TAMS**, Bangalore

**TAMS Infotech Private Limited**  
#411C, Vysya Bank Colony,  
B G Road, Bangalore – 560076.  
[www.tamsinfotech.com](http://www.tamsinfotech.com)

## **SERVICE AGREEMENT**

Dear Onkar Tekade,

We are pleased that you have agreed to join TAMS Infotech Pvt. Ltd. With immense pleasure we appoint you as "Trainee Consultant" for our operations at Bangalore, India. Your date of joining is **16<sup>th</sup> September 2019**.

The terms and conditions concerning training are as follows:

1. **Training Period:**  
You will be entitled to work as a Trainee Consultant with us for a period of 6 months which will be effective from the date of joining.
2. **Stipend:**  
In consideration of your services, you will be paid a stipend consolidated amount of INR 15,000/- per month, which are all inclusive, subjects to deduction of applicable of all Income Tax at source. This will not include any other employment benefits.
3. **Notice Period:**  
The company possesses the right to terminate the trainee from services on grounds of breach of terms and conditions or misconduct or violation of rules and regulations by giving 7 days' notice.
4. Your performance will be reviewed from time to time during training. In case, your performance is not found in accordance with the standards then your training period will be extended up to a maximum of 6 months with an interim review at the end of third month.
5. **Leave**  
You will not be eligible to the benefits of the Company's Leave Rules.
6. During the period of your employment with the Company, you will devote full time to the work of the Company. Further, you will not take up any other employment or assignment or any office, honorary or for any consideration, in cash or in kind or otherwise, without the prior written permission of the Company.
7. You will be required to maintain utmost secrecy in respect of Project documents, commercial offer, design documents, Project cost & Estimation, Technology, Software packages license, Company's policies, Company's patterns & Trade Mark and Company's Human assets profile.
8. You will be required to comply with all such rules and regulations as the Company may frame from time to time.
9. Any of our technical or other important information which might come into your possession during the continuance of your service with us shall not be disclosed, divulged or made public by you even thereafter.



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10. If at any time in our opinion, which is final in this matter you are found non- performer or guilty of fraud, dishonest, disobedience, disorderly behavior, negligence, indiscipline, absence from duty without permission or any other conduct considered by us deterrent to our interest or of violation of one or more terms of this letter, your services may be terminated without notice and on account of reason of any of the acts or omission the company shall be entitled to recover the damages from you.
11. This engagement letter is being issued to you on the basis of the information and particulars furnished by you in your application (including bio-data), at the time of your interview and subsequent discussions. If it transpires that you have made a false statement (or have not disclosed a material fact) resulting in your being offered this appointment, the Management may take such action as it deems fit in its sole discretion, including termination of your employment.

Kindly sign the copy of this letter to accept the above-mentioned terms and conditions and return the same to us.

We welcome to you to TAMS Infotech Pvt. Ltd. and look forward to a long and mutual beneficial Association.

Yours Truly,

For TAMS Infotech Pvt. Ltd.,



Mousumi Dey

HR Executive

Name: Mr. Onkar Tekade,

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

13-09-2019



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**Service Agreement Terms & Conditions:**

1. The Employee, on joining the Company, undertook to stay in employment of the Company for a minimum period of two years, & three months' notice period to the Company.
2. In case the employee, for any reason leaves the services of the company before the said period of two years, then he/she shall forthwith pay of Rs. 70,000/- INR (Rupees Seventy Thousand Only).
3. The Employee undertakes to undergo the training methodologies, as may be required, and understand the job responsibilities, so that the same are carried out in an effective manner.
4. The Employee, as part of the consideration for the revision of salary package as a special case twice in a span of two months, agreed to sign an agreement for not leaving the services of the Company for a minimum period of two years from the date w.e.f 16<sup>th</sup> September 2019.
5. If the Employee leaves the Company before completing the minimum period of 2 years & wants to pay the amount as mentioned above, still the decision will be solely at Company's discretion based on the criticality of the Project & other circumstances and company may ask him/her to complete the full tenure.
6. The Employee acknowledges that substantial costs & effort have been invested on him specifically for effectively handling the job responsibilities and, any discontinuance of the employment before the expiry of the two years' term would unfairly prejudice the Company, and, as such, the Employee undertakes not to leave the services of the Company, for any reason whatsoever, for a minimum period of two years from the date of Service Agreement.
7. That the said employee shall not during the period of this agreement work directly or indirectly in any similar trade or business either as employer or partner or advisor or in any other capacity.
8. That the said employee shall be just and faithful to the Company in all matters and shall not at any time except under legal process, divulge to any person whosoever and shall use his best endeavours to prevent the publication or disclosure of any trade secret or any business process or any confidential matter or information concerning management decision of the Company or of its dealings, transactions, or affairs which may come to his/her knowledge.
9. Any dispute or difference arising out of this Agreement shall be resolved through Arbitration. The sole Arbitrator, appointed in consultation with parties shall conduct such Arbitration. The venue shall be in Bangalore.

However, Company has full right to transfer, suspend or terminate the employment of the Employee in case if he/she breaches any of the above provisions & founds dishonest to the Company at any moment of his employment also Company can withhold the Salary or/and Experience Letter of the said Employee until the final clearance of the matter.

Yours truly,

For TAMS Infotech Pvt. Ltd.,

Mousumi Dey

HR Executive

Accepted by,

Name: Onkar Tekade

Signature: 

Date: 13-09-2019