



Dated: 10.11.2023

OFFER LETTER FOR EMPLOYMENT

To

**Ms. Sapna Devi,
D/O Payar Singh,
Sumer, Sonmbar Barhog, Ramban,
Dharamkund, Jammu And Kashmir- 182144.**

Dear Ms. Sapna,

We thank you for considering ARAK Tech India Private Limited as a place where we can travel the journey together. We want to congratulate you on getting selected for the post of **"Staff Engineer – Trainee"**. We trust that with your knowledge, skills, and experience, you will become a long-term valuable member of the ARAK family.

As discussed, you will be appointed initially on training for 6 months starting from **Nov 15th, 2023** and your Stipend will be **Rs. 10,000** per month. After which the management will review your performance for further continuation of your job.

On successful completion of your training (period to be extended or not, is at the sole discretion of the Company), you may be confirmed as **"Staff Engineer"** in the company at a CTC of **INR 2.4 Lakh (Two Lakh Forty Thousand Only)**. Notwithstanding the above, your services shall not be deemed to be confirmed unless a letter in writing confirming your services is issued to you.

Your employment would be subject to the Terms & Conditions mentioned in your appointment letter, which will be issued to you on your joining. The offer has been made based on the information furnished by you and you being medically fit.

Please bring along the below-listed documents/details on your day of joining:

- All your educational documents and employment Certificates (appointment, relieving, etc.)
- Address Proof (Rental Agreement if applicable)
- Last 2 months' Salary Slips (2 Copies each) Photo Id proof, 3 photographs, Pan Card and Aadhar Card
- You will be on training for a period of 6 months from the date of joining.

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Please respond with your acceptance of the Offer Letter and submit a resignation notification from your current organization. The offer from ARAK Tech India Private Limited is valid only till **Nov 13th 2023**.

Attached are Annexures A and B for your reference.

For ARAK Tech India Private Limited

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amit kachroo

Director



Annexure A

EMPLOYEE NAME: Sapna Devi

DESIGNATION: Staff Engineer

Your Salary structure is as follows: -

ANNUAL CTC FOR RS.240000/-		
Salary Structure	Monthly	Annually
Basic Salary	10607	127284
HRA	4243	50914
Education Allowance	240	2880
Meal Allowance	480	5760
LTC	400	4800
City Compensatory Allowance	1061	12728
Personal Allowance	400	4800
Other Allowances	248	2970
Gross Salary	17678	212136
EPF Employee	1613	19356
ESI Employee	133	1596
Salary in hand	15932	191184
EPF Employer	1747	20964
ESI Employer	575	6900
Total Cost to the Company (per month)	20000	240000

*** Notes:

- Basic Salary, HRA, Conveyance, Education Allowance, and Meal Allowance are payable monthly.
- Reimbursement/Medical Allowance/LTA are payable monthly - Bills to be produced annually.
- Tax will be deducted at source as per Income Tax rules.
- Gratuity is payable as per the Payment of Gratuity Act upon completion of 5 years of continuous service with the organization.
- PF will be deducted at 12% of the basic or on 15000 basics, whichever is less.



Annexure B

1. Working Hours:

The regular working hours of the Company are from 9.30 am – 6.30 pm. You will be required to work extra hours as and when required and informed by your senior. Your work location will be Jammu.

You will observe the rules & terms and conditions of the "Global Employee Handbook" of the Company and abide by the directions/instructions issued to you from time to time.

As per the business requirement, the management reserves the right to change the period of Work /terms and conditions of your employment for the smooth functioning of the department/projects.

2. Training Period:

The Training period is for six months. This is not applicable for Sr. DM and above and employees hired at the Trainee level.

3. Assignment, Transfer, and Deputation:

Though you have been engaged to a specific position, the Company reserves the right to send you on deputation/transfer/assignment to any of the Company's branch offices in India or abroad, whether existing at the time of your appointment or to be set up in the future.

4. Training:

You will hold yourself in readiness for any training at any place whenever required. Such training would be imparted to you at the Company's expense. Kindly note that refusal to participate in a training program without any extraneous circumstances would lead to the automatic termination of your employment. The employee who completed the training/probationary period shall serve the Company for minimum period of two years failing which the employee shall be bound to pay the employer his /her three-month salary.

5. Performance Reviews/Appraisal:

The performance review will be conducted for the financial year starting April to March. Employees confirmed as on January 02 will be eligible for the appraisal cycle.

6. Variable Pay:

Variable pay is based on the overall performance of the organization, your group as well as your individual performance. Variable pay will be disbursed on a pro-rata basis for the



period you are employed with the organization and disbursement will be subject to your being on Company rolls at the time of disbursement.

The Performance Pay/Bonus is paid (Annually) as per Formalized process and is subject to changes as per management's discretion. The Performance Pay/Bonus is in the nature of Production or Productivity Bonus under Section 31A of The Payment of Bonus Act and subject to adjustments, if any, payable of which may become payable to you by the Company under the provisions of Payment of Bonus Act, 1965 and any amendments thereto made hereafter or any law in that behalf.

7. Intellectual Property Right:

If during the period of your employment with us, you achieve any invention, process improvement, operational improvement, or other process/method likely to result in the more efficient operation of any of the activities of the Company, the Company shall be entitled to use, utilize and exploit such improvement and you shall assign all rights thereof to the Company for the purpose of seeking any patent rights or for any other purpose. The Company shall have the sole ownership rights of all the intellectual property rights that you may create during the tenure of association with the Company, including but not limited to the creative concept that you may develop during your association with the Company.

8. Secrecy/Confidentiality:

You will not during the course of your employment with the Company or at any time thereafter divulge or disclose to any person, whomsoever including competitors and former employees, make any use whatsoever for your own purpose or for any other purpose other than that of the Company, of any information or knowledge obtained by you during your employment as to the business or affairs of the Company including development, process reports and reporting system and you will during the course of your employment hereunder also use your best endeavour to prevent any other person from doing so. Failure to do so on your part may result in legal action against you and the person to whom the information was divulged.

9. Restrain:

i. Access to Information:

Information is available on a need-to-know basis for specific groups and the information is segregated to allow individual sectors information access for projects and units. Access to this is authorized through access privileges approved by unit mentors or project mentors. Unauthorized access or attempt at unauthorized access is strictly prohibited and any attempts to do so will result in immediate termination of employment and legal action as deemed fit by the Company.

ii. Restriction on Personal Use:

Use of company resources for personal use is strictly restricted. This includes usage of computer resources, information, internet service, and working time of the Company for any personal use. You will under no circumstances carry any work home unless specifically requested by your manager. Any usage of company information for personal use will result



in immediate termination of employment without notice and/or legal action for a misdemeanour as deemed fit by the Company. You may/may not be required to reimburse the Company for any losses incurred by the Company on account of personal usage of company data.

10. Leave:

During your training, employee will be entitled to 1 leave per month i.e. 6 leaves during probation. After confirmation, Privilege Leaves (PRL) will be credited to your leave account twice a calendar year. 9 leaves will be credited for the first half of the year, i.e., Jan to Jun. The balance of 9 leaves will be credited to your leave account for Jul to December. 2 Casual Leaves (CL) will get credited every quarter in a calendar year. Leave credit will be done on a pro-rata basis with your DOJ.

Employees are also entitled to avail of 8 Casual Leave (CL) days during a year, which can be availed on an actual pro-rata basis from the date of joining. Any leave availed beyond the allotted days shall be considered extraordinary leave without pay.

11. Security:

Security is an important aspect of our communication and office infrastructure. Communication security is maintained by controlling physical access to a computer system, disabling all working stations, and companywide awareness about the need for protection of intellectual property and sensitive customer information.

12. Termination of Service:

- a. Either party can terminate this employment.
 - "During training of your employment, a notice of termination of employment will be 30 days' notice in writing or 30 days' salary in lieu of notice from either party.
 - After confirmation of your employment, a notice of termination of employment will be 60 days' notice in writing or 60 days' salary in lieu of notice from either party.
- b. An employee may be terminated due to several factors like, the employee's inability to fulfil material obligations, misconduct, inefficiency, loss of confidence by management, etc.
- c. Notwithstanding the aforementioned, the Company shall be entitled to terminate your employment without notice, indemnities, and compensation in any of the following events:
 - The mentioned clauses will be applicable post accepting the offer till employment with ARAK Tech India Pvt Ltd.
 - If you are, in the opinion of the Company, guilty of dishonesty, misconduct, or negligence in the performance of your duties.
 - If you have been found to have committed a serious breach of a continual material breach of any of your duties or obligations.
 - If you are found to have made an illegal monetary profit or received any gratuities or other rewards, in cash or in-kind, out of any of the Company's affairs or any of its subsidiaries or related companies.



d. Unauthorized absence or absence without permission from duty for a continuous period of 3 days would make you lose your lien on employment. In such case, your employment shall automatically come to an end without any notice of termination or notice pay.

e. You will be governed by the laid down code of conduct of the Company and if there is any breach of the same or non-conformance of a contractual obligation or with the terms and conditions laid down in this agreement, your service can be terminated without any notice; notwithstanding any other terms and conditions stipulated herein, the Company reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interest.

13. Confirmation: On successful completion of your probation (period to be extended or not, is at the sole discretion of the EMPLOYER), you may be confirmed as "Staff Engineer" in the company after reviewing the performance. Notwithstanding the above, your services shall not be deemed to be confirmed unless a letter in writing confirming your services is issued to you.

14. Employee Handbook:

You will abide by the employee handbook, rules & regulations, and service conditions that may be in force or application to the organization or are framed from time to time by the Company.

15. Appointment in Good Faith:

It must be specifically understood that this offer is made based on your proficiency in technical/professional skills you have declared to possess as per your application for employment and your ability to handle any assignment/job independently. In the case at a later date, any of your statements/particulars furnished are found to be false or misleading or your performance is not up to the mark or falls short of the minimum standard set by the Company, the Company shall have the right to terminate your services forthwith without giving any notice notwithstanding any other terms and conditions stipulated therein. In case of any dispute arising out of this employment agreement. The Jammu Court have the exclusive jurisdiction to resolve the legal dispute between employer and the employee.

The above terms and conditions are based on the Company's policy, procedures, and other rules currently applicable in India and are subject to amendments and adjustments from time to time. In all matters, including those not specifically covered here, such as traveling, retirement, etc., you will be governed by the rules of the Company as shall be in force from time to time.

All commitments are embedded in the Offer Letter; any other assurance written or verbal apart from this stands null & void.

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For Candidate:



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