



**Ref No : TCM00000001**

**Oct 30, 2021**

**Mr. Ashish Kumar Mishra**

Bhaleidihi, Tiring, Mayurbhanj, Odisha 757053

Mobile : +91 9178204599

Sub: Offer Letter

Dear Ashish,

Congratulations! We are very pleased to inform you that you have been selected as SDE and you will be responsible for software testing initiatives of Nirmalya Labs. The detailed structure of the fixed total compensation is specified in Annexure-A.

Please note that in order to be eligible to receive a payout under the variable an employee must remain an active employee, in good standing, as of the day of payout (12 months from DoJ). There will not be any pro-rated payout in case the employee leaves the company in the middle of the year.

This offer is subject to proper documentation as per checklist, satisfactory reference checks, being contractually free to join the company, and your agreement to and execution of the attached contract of employment and an employee Non-Competition, Non-Disclosure and assignment of Inventions Agreement which will be provided to you on the date of joining.

Your initial posting will at Bhubaneswar, India. Your role and responsibilities will be as discussed. Details of the same will be communicated separately by your Reporting Manager. Your employment with us will be governed by terms and conditions of the contract of employment attached along with this letter (Annexure-B).

Notes:

1. PF Employer's Contribution – Nirmalya Labs will contribute 12% of Basic Salary, which shall be credited to your PF account.
2. PF Employee's Contribution – A matching contribution of 12% of Basic salary will be deducted from your earnings per month towards employee PF contribution and will be deposited to your PF account as per statutory requirements along with employee's contribution as mentioned above.
3. Medical Reimbursement – Payable monthly. In absence of bills the same will be paid subject to tax deduction.
4. Leave Travel Allowance – Payable monthly. Can be claimed twice in a block of 4 years on submission of travel tickets. In absence of bills the same is paid subject to tax deduction.
5. Deductions per month from gross salary include Professional Tax, PF and IT as per statutory
6. Please note that the company in its sole discretion reserves the right to modify / amend the policies and salary structure.

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### **Nirmalya Labs Private Limited**

#N3/325, Nayapally, Jaydev Vihar, Bhubaneswar 751015, INDIA

#38, Terraced Hills Way, San Ramon, CA 94583, USA

[www.nirmalyalabs.com](http://www.nirmalyalabs.com)



Please acknowledge by signed copy through email. You are requested to report on below address by 11<sup>th</sup> August 2021.

**Nirmalya Labs Private Limited**

#N3/325, Nayapalli, Jaidev Vihar,

Bhubaneswar- 751015

Tel +91 674 2747047 Email : [Info@NirmalyaLabs.com](mailto:Info@NirmalyaLabs.com)

We welcome to you to Nirmalya Labs Private Limited and look forward to a long and mutually beneficial association.

**For Nirmalya Labs Private Limited**

Yours Sincerely,

( Dr. Biraja Prasad Nath )

**Founder and CMD**



Encl: Annexure – A (Salary Structure)  
Annexure – B (Contract of Employment)  
Annexure – C (Document Checklist to be submitted at the time of Joining)

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# Annexure – A (Salary Structure)

Fixed Compensation : Salary	Per Annum	Per Month
Basic Salary	180000	15000
House Rent (HRA)	72000	6000
Additional Allowance	168000	14000
<b>Total-1</b>	<b>420000</b>	<b>35000</b>
Fixed Compensation : Others	Per Annum	Per Month
Leave Travel Allowance	15000	1250
Medical Reimbursement	15000	1250
<b>Total-2</b>	<b>30000</b>	<b>2500</b>
Variable Compensation : Bonus	Per Annum	Per Month
Variable	36000	3000
<b>Total-3</b>	<b>36000</b>	<b>3000</b>
Other Benefits	Per Annum	Per Month
Provident Fund - Employers contribution	21600	1800
Gratuity	6696	558
Health & Accident Insurance	9000	750
<b>Total-4</b>	<b>37296</b>	<b>3108</b>
<b>Monthly Compensation (Total-1 + Total-2 )</b>	<b>450000</b>	<b>37500</b>
<b>Yearly Compensation (Total-1 + Total-2 + total-3)</b>	<b>486000</b>	<b>40500</b>
<b>Cost to Company (Total-1 + Total-2 + Total-3 + Total-4)</b>	<b>523296</b>	<b>43608</b>

For Nirmalya Labs Private Limited

Yours Sincerely,

( Dr. Biraja Prasad Nath )

Founder and CMD



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## **Annexure – B (Contract of Employment)**

We consider it important for us to understand our mutual expectations regarding your employment with Nirmalya Labs Private Limited. The contract of employment when signed by you and an authorized Company representative will be legally binding agreement. The purpose of this contract of employment is to set out the terms of your employment with the company as follows:

1. Your appointment is subject to satisfactory reference checks, which may be done anytime from the date of offer until 30 days of your joining.
2. You will be deemed to be on probation in services of the company until confirmed in writing. The initial period of probation is 6 months.
3. During or at the end of the probation, your service may be terminated by either party giving the other three months' notice or salary in lieu thereof.
4. You will be entitled to 21 days of vacation per completed calendar year of service. Such leave will be proportionate to the number of days actually worked during the calendar year.
5. Your individual compensation is purely a matter between yourself and company and has been arrived on the basis of your job, skills and professional merit. We expect you to maintain this information and any changes made therein from the time to time as personal and confidential.
6. Information pertaining to company's operations shall remain secret and safeguarded by you.
7. The said engineer is hereby appointed as the SDE-I of the company and she will hold the said office, subject to the provisions made hereinafter, for the term of 24 months from the date of this agreement.
8. You will abide by Rules and regulations of the company which are in force from time to time and the company shall have right to vary or modify any or all the above terms and condition of service which shall be binding on you.
9. Breach of any of the above terms and conditions will render you liable to termination of your employment without notice or compensation thereof.
10. The benefits provided by Company and company policies are subject to change at discretion of the company.
11. In case of any information furnished by you either in your application for employment or during the selection process is found to be incorrect/false, and/or if it is found that you have suppressed any material information in respect to your qualifications and past experience, the company reserves the right to terminate your services anytime without notice or compensation in lieu of notice.
12. Office timing – Monday to Friday (10 AM – 7 PM)



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**AGREED AND EXECUTED**

**NIRMALYA LABS PRIVATE LIMITED**

By	<b>Biraja Prasad Nath</b>	<b>Ashish Kumar Mishra</b>
Designation		
Signature		
Date		



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**Annexure – C (Document Checklist to be submitted at the time of Joining)**

At the time of joining you must bring with your originals along with photocopies of the following records.

1. All Certificates in support of your educational qualification(s)
2. Emolument and Work Experience Certificate(s)
3. Relieving Letter from your previous employer, if relevant
4. 1 Passport Size Photographs (Color Photo in white background) of self
5. ID/Address proof (Aadhar/PAN/DL/Passport)
6. Provisional form-16 (previous employer)



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