

WINSPARK INNOVATIONS LEARNING PVT LTD.

Planet Spark Tower A, 1st floor, Unitech Cyber Park, Sector 39, Gurugram, Haryana 122002 [http://www.planetspark.in](http://www.planetspark.in/)

**Offer Letter**

**Date: 27/11/2024**

**To Harsh Kumar Singh**

**Employee Code: PS23081**

**Dear Harsh**

Sub: Offer Letter

We are pleased to appoint you in our organization as a **Business**

**Development Counsellor** with effect from **31st January 2025.** You will be based out of PlanetSpark office at Planet Spark Tower A, 1st floor, Unitech Cyber Park, Sector 39, Gurugram, Haryana 122002.You will be working from office from day one of joining.

**You will be paid gross emoluments and incentives as detailed in Annexure – A when 1 Lac revenue reflects in the sales dashboard against your name.**

Your employment with us will be governed by the Terms & Conditions as detailed in Annexure – B.

Your offer has been made based on information furnished by you. However, if there is a discrepancy in the copies of documents or certificates given by you as a proof of above, we retain the right to review our offer of employment.

Upon joining the organization, **you will participate in a 14-day classroom training program** to equip you with the necessary skills and knowledge for your role. Following this training period, a panel of sales leaders will conduct a screening process to evaluate your strengths and areas for improvement.

**Successfully passing this screening will secure your position within the core sales team of Planet Spark**. Should you not pass the initial screening, you will be granted a second opportunity with a different panel to ensure fair evaluation. If you do not pass the second screening**,** the organization will be unable to confirm your employment beyond the training period.

Please sign and return duplicate copy of this letter in token of your acceptance.

We congratulate you on your appointment and wish you a long and successful career with us. We are confident that your contribution will take us further in our journey towards sparking the joy of learning in every child in India. We assure you of our support for your professional development and growth.

Annexure – A

**Emoluments can be bifurcated as under:**

|  |  |  |
| --- | --- | --- |
|  | **Monthly** | **Yearly** |
| Basic Pay | 15600 | 187200 |
| House Rent Allowance | 7800 | 93600 |
| Medical Allowance | 2000 | 24000 |
| Supplementary Allowance | 7000 | 84000 |
|  |  |  |
| **Gross Salary** | **32400** | **388800** |
|  |  |  |
| \*Performance Linked Incentive based on Individual Target | 20000 | 240000 |
| Employer PF Contribution | 1800 | 21600 |
|  |  |  |
| **Total CTC** |  | **6,50,400** |

Your overall training period is for 4 weeks. you would receive a training gross of **INR 21,428 (PF will be deducted)** per month which can be extended if needed. During this period the below mentioned targets has to be achieved to get the License to sell and move into the core sales team.

|  |  |
| --- | --- |
| **Region** | **Targets** |
| Domestic | Rs 100000 |
| UAE | $1500 |
| USA | $1500 |

**The trainee will be eligible to receive the Training gross only if they have 90% of daily Attendance in office and should have completed one whole month in the system.**

Annexure – B

1. **Personal Particulars:**

You will keep us informed of any change in your residential address, your family status or any other relevant particulars. You would also let us know the name and address of your legal heir/nominee.

1. **Probation**

You will be in probation period of one month from the date of joining. The probation can be discontinued anytime if target is not achieved during training and salary will be processed as FNF after 90 days based on eligibility &Incentive payment is only applicable till the period of employment. Unpaid incentives will be forfeited at the termination of employment.

1. **Nature of Work:**

You will work at high standard of initiative, creativeness, efficiency and economy in the organization. The nature of work and responsibilities within **Business Development Counsellor** will be assigned and explained to you from time to time. The standard working hours for the domestic shift are from 2:00 PM on weekdays, with weekend shifts (Saturday and Sunday) commencing at 11:00 AM. Please note that these hours are subject to change based on business requirements. We appreciate your flexibility and commitment to addressing our customers' needs.

1. **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. At the end of training your performance will be reviewed by the Panel, based on the review you will be eligible to be placed in the core team.

1. **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 more efficient operation of any of the activities of the company, the company shall be entitled to use and utilize 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.

1. **Secrecy/Confidentiality:**

You will not during the course of your employment with the company or at any time there after divulge or disclose to any person whomsoever, 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.

1. **Annual Leave:**

You will be entitled to 4 annual leaves for every completed quarter at the company and 7 annual medical leave. These are applicable for permanent employees

1. **Termination of Service:**

Either party can terminate this employment by serving a notice of 3 days on the other. The Full and Final settlement will be processed after 90 days from the last working date.

1. **Appointment in Good Faith:**

It must be specifically understood that this offer is made based on your proficiency on technical/professional skills you have declared to possess as per your application for employment and your ability to handle any assignment/job independently.

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 matter 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.

1. **Non-Compete Clause:**

During your employment with Winspark Innovations Learning Pvt Ltd, and for a period of 2 years following the termination of your employment, you agree that you will not directly or indirectly, for yourself or for any third party, engage in or be employed or associated with any business, entity, or person that offers learning products for 5 years to 40-year-old learners, including but not limited to Coding, Math, English, Science or any other subject. This restriction shall apply