



**EVERGREEN BRAIN**  
**INSPIRING MINDS**

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**EVERGREEN BRAIN PRIVATE LIMITED**

512, Nagwain, Teh . Aut, Distt. Mandi, Himachal  
Pradesh, 175121

23/09/2022

## Offer Letter

Dear **Abhishek Kumar**,

Congratulations! We are pleased to confirm that you have been selected to work for **EVERGREEN BRAIN PRIVATE LIMITED**. We are delighted to make you the following job offer:

The position we are offering you is that of **Backend Developer** with an annual cost to company of 276000. This position reports to Jagdish Sharma.

We would like you to start work on 23 September 2022. Please report to Jagdish Sharma for documentation and orientation. If this date is not acceptable, please contact me immediately. On joining, you will be invited to our HR tool (XPayroll) in which you may be required to upload your documents.

Please sign the enclosed copy of this letter and return it to me by 23 September 2022 to indicate your acceptance of this offer.

We are confident you will be able to make a significant contribution to the success of EVERGREEN BRAIN PRIVATE LIMITED and look forward to working with you.

Sincerely,

Arti Sharma

EVERGREEN BRAIN PRIVATE LIMITED

Accepted by,  
Abhishek Kumar

# Annexure A

## 1. Posting & Transfer

Your services are liable to be transferred, at the sole discretion of Management, in such other capacity as the company may determine, to any department / section, location, associate, sister concern or subsidiary, at any place in India or abroad, whether existing today or which may come up in future. In such a case, you will be governed by the terms and conditions of the service applicable at the new placement location.

## 2. Probation

That you will be on probation for a period of three months. The period of probation can be extended at the discretion of the Management and you will continue to be on probation till an order of confirmation has been issued in writing. If you leave Company during the probation period without informing the Management or without serving notice period (i.e. 45 Days) Company will hold your salary as disciplinary action against you and you will not get credit for your salary. same will apply after the probation if you leave company without giving notice period (i.e. 45 days) Company will hold your salary as disciplinary action against you.

## 3. Full time employment

Your position is a whole time employment with the Company and you shall devote yourself exclusively to the business and interests of the company. You will not take up any other work for remuneration (part time or otherwise) or work in an advisory capacity, or be interested directly or indirectly (except as shareholder / debenture holder), in any other trade or business during your employment with the company, without permission in writing of the Management of the Company. You will also not seek membership of any local or public bodies without first obtaining specific permission from the Management.

## 4. Confidentiality

You will not, at any time, during the employment or after, without the consent of the Management disclose or divulge or make public, except on legal obligations, any information regarding the Company's affairs or administration or research carried out, whether the same is confided to you or becomes known to you in the course of your service or otherwise.

## 5. Intellectual Property

If you conceive any new or advanced method of improving designs/ processes/ formulae/ systems, etc. in relation to the business/ operations of the Company, such developments will be fully communicated to the company and will be, and remain, the sole right/ property of the Company.

## 6. Responsibilities & Duties

Your work in the organization will be subject to the rules and regulations of the organization as laid down in relation to conduct, discipline and other matters. You will always be alive to responsibilities and duties attached to your office and conduct yourself accordingly. You must effectively perform to ensure results. All of your action will be monitor on time tracker including your system screenshots and apps open to ensure the quality of your service.

## 7. Past Records

This letter of appointment is based on the information furnished in your application for employment and during the interviews you had with us. If any declaration given, or information furnished by you, to the company proves to be false, or if you are found to have willfully suppressed any material information, in such cases, you will be liable to removal from services without any notice.

## 8. Termination of employment

During the probationary period and any extension thereof, your services may be terminated without giving any notice or salary in lieu thereof. However, on confirmation the services can be terminated from either side by giving one month (30 days) notice or salary in lieu thereof.

Upon resignation/termination of employment, you will immediately hand over to the Company all correspondence, specifications, formulae, books, documents, market data, cost data, drawings, affects or records belonging to the Company or relating to its business and shall not retain or make copies of these items.

Upon resignation/termination of employment, you will also return all company property, which may be in your possession.

Notwithstanding the above condition, the contract of service may also be terminated because of under mentioned stipulations. This will be without payment of any compensation.

- If you fail, refuse or neglect to carry out and perform your duties assigned to you by the company.
- For loss of confidence in you by the company for any of the act committed by you.
- If you are found to be guilty of fraud, insubordination or misconduct whether in course of performance of duties entrusted to you or otherwise.
- If you are found unfit for being entrusted with the responsible work commensurate with your position in consequences of any misconduct, moral turpitude. \* If you commit any act prejudicial to the continuing good relationship between you and the company.
- If you commit breach of any of the terms of this letter of appointment.

## 9. Authority

No authority is vested upon you to make any financial commitment and enter into agreements/contracts/understandings of any nature with any second party and third party without seeking the prior permission/approval of the management. Any violation to exceed your specified authority as mentioned will be seriously viewed and disciplinary/appropriate legal action will be taken.

# Annexure B

This is your expected monthly salary structure.

Salary Component	Amount
Basic Salary	11,500
HRA	5,750
Special Allowance	3,450
LTA	2,300
PF Employer Contribution	Not included in CTC
<b>Total</b>	<b>23,000</b>

Note: You will receive salary, and all other benefits forming part of your remuneration package subject to, and after, deduction of TDS, PF, ESI and professional taxes in accordance with applicable law.