

# **VANISB**

Office No. 323 Second Floor, Near Upkar Apartment, Mayur Vihar Phase 1, Delhi – 110091.

Vanisb | HR | 04 | October | 2019 Sarfraj malik | 7300513778 | sarfraj.object@gmail.com

**Subject:-Offer Letter** 

# Mr /Miss Sarfraj malik

We are happy to appoint you as 'Python Developer' with "Vanish" Your appointment will be on a Permanent/ Probation/ Contractual or on consulting agreement effective from 07 October 2019. You are requested to submit mandatory documents within a week.

You will be requiring devoting 100% of your time for "Vanisb" and during this period shall not take up any job assignment elsewhere.

Your employment will be subject to the Standard Terms and Conditions of Employment of Vanisb and will be governed by various policies, rules and guidelines of Vanisb. It will also be guided by the core values and beliefs of Vanisb. Please note that you will also be required to sign and agree to be bound by The Employee Non-disclosure, Non-solicitation and Non-Competition Agreement when you join the employment of the Company.

We would like you to join us or before 07 October 2019. Please find details of the compensation and benefits you are being offered in Annexure 1. `

We would like you to come to the following address at 10:00 AM.

By accepting this offer of employment, you will be deemed to confirm that: -

Prior to joining our employment, you have terminated your employment with your current/previous employer in accordance with the terms and conditions of the said employment.

On joining our employment, there are no continuing obligations or restrictions which apply to you visà-vis any of your previous employments.

You are not restricted, prohibited or constrained from accepting this offer of employment from Vanisb and that you have not, during the course of your previous employment/s entered into any agreement/arrangement which in any way restricts/prohibits or debars you from accepting the offer made by Vanisb.

That no amounts will be due and payable by you to your previous employer/s.

On joining our employment, that you do not have in your possession, nor have you failed to return, any property including but not limited to any devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other



documents or property, or reproductions of any aforementioned items belonging to your previous employer/s.

As per the company norms if company has assigned you any project then you are liable to complete that project before that you do not allowed to leave our company if you are leaving company due to any reason than company will never provide you any insurance/Privilege.

This offer will be valid till 07 October 2019. If this offer of employment is acceptable to you, please intimate your acceptance of the same by signing the duplicate copy of this letter and returning it to us on or before 07 October 2019. If you are accepting our offer letter, please send us your confirmation within 48 hours. If no such intimation of acceptance is received on or before the said date, this offer shall stand automatically withdrawn. This is a confidential document hence you are requested not to disclose the contents of the same to anyone.

If you accept this offer of employment, you are required to join your employment on or before 07 October 2019. If you are unable to report on the above date, you are required to inform us in writing.

Please see Annexure for details of the documents you are required to produce at the time of joining. This offer of employment is subject to production of the said documents. The determination of the adequacy or authenticity of all or any of the said documents will be at Vanisb's sole discretion.

We hope you will find this offer acceptable. We are confident that you will contribute to the values of the organization and wait to welcome you to the Vanisb family.

After TWO MONTH company will start your salary which is based on assigned project full completion. Your basic salary will be 7k to 20k as per Completed project base, and performance will check by CRM or Work quality, you must have to done at least two live projects in this 2month time frame (candidate must have to ask with PM about the live project), company will provide full support to you, also you must have to follow your TL instructions every time. Your salary will start after 2 months as per the company Norms only 60 working days will consider. In one month, only Employee can take one leave, without information leave & late attendance will be calculated as per company policy base and this will affect your salary time frame, and After starting your salary, Salary Will be increase in Every 6 month it will min 3k to 7k.

## Annexure 1 (A)

After successful completion of probation, based on your performance you will be confirmed on company's payroll.

CIP shall be paid monthly on achievement of actual target.

Please note that company reserves the right to modify target based on company performance & market conditions.

This is mandatory to process personal laptop for company product demo purposes & at least two wheelers for getting eligible for conveyance chargers.

2-Dress Code-Formals are must Monday to Friday & Saturday, Sunday will be casuals.

#### Annexure 1(B)



Location

The initial place of work would be Delhi. Vanisb reserves the right to change your place of work in its sole discretion.

Termination of Service

During your employment with Vanisb, a notice of one month is required to terminate employment from either side. The Company may terminate your employment by payment in lieu of the one months' notice, without assigning any reason whatsoever, at the sole discretion of the Company

You may deliver the notice of termination by hand to your Department Manager or by Registered post to your Department Manager and the notice period shall commence from the date of delivery in the former case and the date of dispatch in the latter case. Service of notice of termination from the Company will be deemed to be complete on the date of dispatch of such notice by registered post to the address furnished by you and available as per our records or on hand delivery of the notice to you, whichever is earlier. However, where the circumstances so warrant, the Company reserves the right to terminate your employment with immediate effect.

Increments and Promotions

Your growth in the organization through promotions and salary increments will depend solely on your performance and contributions to the Company, as determined by the management through periodic performance appraisals.

Compliance to Quality Standards

You will be required to understand and implement standard procedures evolved at Vanisb Your attitude toward adherence to standards and procedure will be an important parameter for consideration while evaluating your performance.

**Working Hours** 

The normal working hours are from 9:30 am to 5:30 pm. Monday to Friday & Saturday and Sunday is holiday. The company reserves the right to alter or modify its working hours or holidays temporarily or permanently.

**Duties and Responsibilities** 

You will be required to serve in the assigned position or in such other capacities, consistent with your status and position in the Company, as may be requested from time to time by the Company. This is a confidential document hence you are requested not to disclose the contents of the same to anyone.

In the course of your employment, the Company will expect you to display a high standard of initiative, efficiency and economy. You shall diligently, faithfully and to the best of your abilities perform the duties and services related to your assigned post as well as such additional or different Vanisb, Office No- 323 2nd Floor Mayur Vihar Phase-I, Near Upkar Apartment Delhi India.



duties and services consistent with your position, as you may be reasonably be directed to perform by the Company from time to time. For the performance of all such duties and services, you shall use all the knowledge, skill and experience that you possess, to the entire satisfaction of the Company.

You will carry out assignments given to you from time to time with diligence and devotion and maintain the

Company's image as suppliers of quality software and services.

You shall devote your full time and attention during your employment with the Company exclusively to the business and affairs of the Company and shall not, during your employment with the Company, without the prior written consent of the Company, directly or indirectly, carry on or be engaged, concerned or interested in any manner whatsoever in any other employment, business, trade or occupation, either on a part-time or full-time basis, in an honorary capacity or otherwise, either during or after normal business hours.

## Confidentiality

You agree to sign and be bound by the terms of the Non-Disclosure, Non-Solicitation and Non Competition Agreement required to be signed by you during the term of your employment with the Company and at all times thereafter.

Further, the Executive also agrees to comply with the terms of any policies of the Company relating to the protection of confidential information from time to time.

You are also required to strictly maintain as confidential and not divulge or communicate in any manner, any information regarding your remuneration / terms of employment to any other employee of the Company except your immediate superior. Any such disclosure will be considered a serious misconduct and breach of the terms of your employment.

Posting / Transfer of Service

While your initial place of work is as intimated in your Letter of Offer, you are liable to be transferred to any department / division of the Company / its business associates' / clients, in India or abroad, as required by the exigencies of the business at the discretion of the Company.

**Intellectual Property Rights** 

All intellectual property rights, in India and abroad, for the full term of such rights, in any "work" (as



defined under the Copyright Act, 1957 and as amended from time to time), invention, discovery, ideas, techniques, machines, methods, processes, uses, products, devices, codes, configurations of any kind and improvements made to any of the above, or in any other matter including but not limited to software, conceived / created / made fully or in part (whether or not during regular office / business hours and whether alone or in conjunction with others,) by you, during the period of your employment with the Company, shall be disclosed in writing to the Company immediately on such conception, creation or making and shall stand automatically vested in and be the sole and exclusive property of the Company. By accepting this employment, you have undertaken to execute and register any and all necessary documents, and do whatever else may be necessary as may be determined by the Company in its discretion, at the cost of the Company, even after your employment has ended, to further confirm the above ownership rights in favor of the Company. You also explicitly waive all moral rights in your contribution to the business of the Company.

You shall keep all such intellectual property of the Company confidential and shall use all such property strictly in accordance with the terms of your employment for the sole benefit of the Company.

#### Non-Solicitation

1. The obligations contained in this clause shall survive the termination of your employment with the Company and shall be fully enforceable thereafter.

Disciplinary Procedures and the Company Policies

In addition to the terms specified herein, you shall be liable for disciplinary action including warning, deduction from remuneration, suspension, demotion, denial of promotion and/or increment, discharge, dismissal etc. for acts and omissions constituting misconduct and violations of the code of behavior in accordance with the policy of the Company. The said policy shall be treated as part and parcel of this Agreement. The Company may amend / alter the said Policy at its sole discretion.

Pending disciplinary action, you may be suspended from service.

**Driving License** 

It is very important for you to have a 4 wheeler-driving license. If you do not have it, you are required to apply for them immediately.

Other Rules and Regulations

During your employment with the Company, you shall be subject to such rules and regulations and policies of the Company as may be made applicable and revised at the Company's discretion from time to time, irrespective of whether the rules and regulations or policies or any changes therein are individually notified to you. The rules and regulations are documented in the employee hand book



and also published in the company intranet. We request you to go through the same. You are required to adhere to them strictly,

failing which the Company reserves the right to take appropriate action, including dismissal from service, depending on the severity of the violation.

Address & Other Details

You shall advise the Company of the address to which communications to you should be sent by post. All notices and other communication sent to you at such address shall be deemed to have been properly sent by us and received by you.

You shall keep the Company informed of the changes, if any, in respect of your address and also of any change in your civil or marital status and other such matters. Your address / status shall be as last advised by you to the Company (in writing).

#### **Consequences of Termination**

On termination / cessation of your employment with the Company, for whatever reason, you will return to the Company:

Any item belonging to the Company such as laptop computer with all software and data there in ,with Details of any passwords which you may have installed;

every Company document (including electronic documents) of whatever description in your possession or control, together with any copies, notes or summaries of such documents and your own working papers, for all of which your undertake to make a diligent search;

Any other Company property in your possession or control;

immediately repay all outstanding debts and loans due to the Company and the Company is hereby authorized to deduct from any monies due to the Employee a sum in repayment of all or any part of any such debts or loans; and

Strictly comply with all continuing obligations concluding obligations of confidentiality, nondisclosure and non-competition.

## Warranty

You represent and warrant to the Company that the terms and conditions of your employment are legal, valid and binding upon you and acceptance of the same by you and the performance of your obligations pursuant to your employment by the Company does not and will not constitute a breach of, or conflict with the terms or provisions of, any agreement or understanding to which you are a party (including, without limitation, any other employment agreement/s).

## Jurisdiction

Your employment shall be governed by and construed in accordance with the laws of India and the courts of Ghaziabad shall have the jurisdiction, to the exclusion of any other Courts that may have this is a confidential document hence you are requested not to disclose the contents of the same to anyone. Jurisdiction, to decide any dispute arising from or in connection with your employment with the Company or any of the terms and conditions of your employment with the Company.



#### **Amendments**

The Company, at its discretion, may alter, replace or annul any of the above, should circumstances so warrant either as a result of statute or otherwise.

#### Annexure 2

1-Documents to be furnished at the time of joining

The following documents are required to be produced at the time of joining:

Relieving letter from most recent employer

Salary slip or Salary Certificate from most recent employer

Experience Certificate from all previous employers

Proof of Academic Qualification (Class 10th Equivalent and above):

10th Std. Mark sheet

12th Std. Mark sheet

Under Graduate / Degree Mark sheet

Under Graduate / Degree Certificate

Post Graduation Mark list (if any)

Post Graduation Degree certificate (if any)

Other qualifications- mark lists and certificates (if any)

Proof of identity i.e. PAN card, driving license, Electoral card (for bank account opening purposes)

Photographs (2copies)

You are required to submit the originals and self-attested copies of all the documents mentioned here in above on the date of joining Vanisb.

I accept the terms of employment as stated in this letter. I undertake to bound by the rules and regulations governing the terms and conditions of employment in the Company.

I further declare and agree that in the event of any declaration given by me in the application form or any other document is found to be false then my services may be terminated without any notice and I will not be able to claim any compensation no-account of salary or any other benefits.

- \*\*Please note that this Offer Letter covers all the commitments made on behalf of Vanisb. Towards your employment with the company. It is your responsibility to ensure that any or all commitments made verbally during the selection process are documented prior to joining Vanisb. Please note that the company will not be responsible for any verbal commitment made to the candidate except for those that are specifically documented in these pages.
- \*\*Kindly sign and return copy of this letter please your initial on each page in regard to acceptance of the terms and condition set out herein. We Welcome you and wish you every success in your professional career with Vanisb





Employee Name: - Sarfraj malik