

Shailendra Kumar Bharti
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+91 8009583477

6/22/2022
Ref: RMinds/HR/77

Offer of Employment

Dear Shailendra Kumar Bharti,

With reference to the interview, you had with us, we have the pleasure in offering you the contract of employment with our organization, on the following terms and conditions. The expected joining date is forty-five from the date of offer, Aug 21 , 2022.

1. Salary & Designation

You are offered as a **Senior Software Engineer** with an **annual salary of INR11,50,000 (eleven lakhs' and fifty thousand rupees only)** inclusive of all taxes as applicable by government laws.

Likely Salary structure is as under:

Basic		28,750
House Rent Allowance (HRA)		23,958
Conveyance allowance		9,583
Meal allowance		9,583
Employer PF		1,800
Special allowance		22,158
Sub Total (A)	₹	95,833
Deductions		
Less: PF employer		1,800
PF employee		1,800
Professional tax		208
Sub Total (B)		3,808
Net Pay before TDS	₹	92,025

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2. Place of Work

You will be working out of our office premises in PUNE located at,
Unit 4, 128/1A, Pate Icon, B Wing, Plot#2,
Paud Road, Kothrud, Pune-411038, India
Or from home remotely as indicated and instructed by your manager.

3. Reporting

You will be reporting to Mr. Sanjay Ankolikar, Chief Delivery Officer, Pune, India.

4. Salary Review

Salary revisions are based on individual as well as the company's performance.

5. Medical Fitness

Your appointment is subject to your being able to submit medically fit certificate from legitimate authority.

6. Probation

You will be on a six-month probation period from the date of joining. The company reserves the right to extend this period. On successful competition of probation, your appointment will be confirmed.

7. Terms of Employment

- a) During the probation period, either party will be allowed to terminate the contract of employment by giving one-month notice in writing.
- b) Post the probation period and upon confirmation of our service, the written notice period will be for three months, subject however, to the company's right to relieve earlier.
- c) Should you sign a service bond/undertaking/agreement with the company as a part of the employment process, you will not be entitled to terminate the employment unless you comply with the terms and conditions of the bond/undertaking/agreement in addition to above.
- d) The company shall have the right to terminate this agreement forthwith without any notice or without any salary in the event of any of the following:

- i. Breach on your part of any terms and conditions of this contract and any other rules made applicable to you in respect of your employment with us.
- ii. Violation on your part of the company rules about the authenticity and information declared at the time of joining the company.
- iii. Any misconduct on your part
- iv. Failure to carry out any of your duties and obligations

8. Hours of Work and Paid Holidays

You will observe the working hours and holidays followed by the location office.

9. Leaves

You will be entitled for 8 casual leaves in a calendar year. Earned leaves – 12 per year – will be applicable as per company policy and can be used in the following year. All weekly offs, special days off and paid holidays falling in between your leave period will not be counted as leave. The leave policy may change based on company rules and at such times will be informed later.

10. Provident Fund

Based on the Provident Fund Rules and Regulations, you will be entitled to PF. You shall contribute sum equal to 12% of basic salary (or as per the prevailing PF rules) from our monthly salary and the company shall contribute as per law. Your CTC will include your contribution and the company contribution.

11. Gratuity

You will be entitled to receive gratuity in accordance with the government rules.

12. Medical Benefits

Not applicable as of now.

13. Retirement Age

All employees in the company shall retire on attainment of normal retirement age fixed by the company. At present it is set 58 years.

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14. Trade Secrets & Confidential Information

During the term of your employment, you may have access to and become familiar with various trade secrets and confidential information belonging to the company, its affiliates, partners and customers. You shall acknowledge that such confidential information and trade secrets are owned and shall continue to be owned by the company, its affiliates, and customers. You shall agree not to use, communicate, reveal, or otherwise make available such information for any purpose whatsoever or to divulge such information to any person, partnership, corporation, or entity other than those expressly designated by the company.

15. Restrictive Covenant

The company is in the business of providing various services in information technology. You will acknowledge that:

- i. The company's services are highly specialized
- ii. The identity and needs of the company's customers are confidential
- iii. Documents and other information regarding the company's services, pricing, and costs as well as information pertaining to company's customers, including but not limited to identity, location, service requirements and charges to the customers are highly confidential and constitute trade secrets.
- iv. You will therefore agree that:
 - For the period of two years, from the date of termination of this contract, for any reason regardless of whether the termination is initiated by the company or yourself, you will not directly or indirectly solicit, take up employment or transact any sort of business directly or indirectly with any person, company, firm, or corporation who is or was a customer of the company during the period of two years prior to the termination of your employment.
 - You shall not solicit or take up employment or transact any sort of business directly or indirectly with such customers on behalf of yourself or any other person, firm, company, or corporation

16. Unauthorized Absence from Work

Your unauthorized absence from work for a continuous period of more than three days will be treated as absconding from duty, and in the event of your not reporting to work within a week from the date of absence, the same will be treated as voluntary abandonment of service and it shall be deemed that you are no longer interested in the employment and have resigned from



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the services of the company on our own accord. In such event you shall be liable to refund the salary in lieu of the shortfall in the notice period and other dues payable to the company as specified.

17. Pre-Employment Verification

The company reserves the right to verify your documents and background through internal or external agencies. These may include your current employment, educational, professional credentials, and other background checks. If any discrepancy about the documentation is discovered after you have joined the company, you are liable to be terminated apart from possible legal actions.

18. Passport

You are required to possess a valid passport. In case you do not already have one, you are required to obtain this at your own time and expense and intimate the same to HR at your work location within three months of joining.

19. General

You will be governed by all rules, regulations, and policies of the company
You are to devote your full time, attention, and ability to the interest of the company
You are not to interest in any business or do any trading on your own account
In accordance with stand practice of the company, we request you to treat the terms of this employment as confidential.

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20. Acceptance of Joining

If you are agreeable to accept this offer, please return the copy of this letter duly signed by you as a token of our acceptance within 5 days from the issue date of this letter.

We look forward to your joining us for a mutually rewarding association.

Yours faithfully,



Sudha Kamarsu
Director, Finance,
RMinds Development Center LLP, India

Notes:

- i. Basic will be reckoned for PF, gratuity (if applicable) and leave encashment as per rules
- ii. Employees on overseas deputation will be paid only those allowance mentioned in the Overseas Deputation Note.
- iii. Income Tax will be deducted at source wherever applicable as per income tax rules
- iv. Any or all the above allowances may be altered/withdrawn at the sole discretion of the management and the payment of allowance will be governed by the rules and regulations of the company as may be applicable from time to time.
- v. This offer letter has been issued by RMinds Development Center LLP, a subsidiary of Recruiting Minds Inc., USA. RMinds Development Center LLP was previously named Prabhas Technologies LLP. Offer letter will remain valid irrespective of the status of acquisition process.

Acknowledgement

I hereby declare that I have read, understood, and agree to the terms and conditions set forth in this confirmation letter.



Candidate Signature

June 8, 2022

Date of Acceptance

