

Ref No: NTHR/19-20/V024

Date: 22th July, 2019

**To,**  
**Ravina Harekar,**  
**Maruti Nagar,**  
**Near Ganesh Chowk,**  
**Kajupada, Borivali - (E),**  
**Mumbai - 400 066.**

Dear Ravina,

**Congratulations!** You are part of Neebal family !! We are pleased to extend to you our offer to join Neebal Technologies Private Limited (henceforth referred to as “**Neebal**” or the “**Company**”), as a “**Trainee Software Engineer**” on the terms and conditions set forth in this Offer Letter.

You will join us as a full time employee on **5th Aug, 2019**. The address of our premises is B1-007, Boomerang, Chandivali Farm Road, Powai, Andheri (East), Mumbai – 400 072. As long as you join us as a full time employee and remain actively employed by the Company, you will be eligible for the compensation indicated in the attached Annexure A (during your period of probation) and thereafter as per Annexure B subject to the following terms and conditions:

#### **PERIOD OF PROBATION**

You are subject to a **six** month probationary period from the date you report for work. It is essential that you join on the date as mentioned in the offer letter. After accepting our offer, if you do not report for work on the stipulated date, this offer letter will stand withdrawn. During the probation period, your performance will be continuously evaluated and your appointment will be confirmed after the successful completion of the said period of probation or any extension thereof with an Appointment Letter. Neebal reserves the right to terminate the employee within 30 days without any compensation in case of mediocre performance.

#### **EMPLOYMENT CONFIRMATION**

On successful completion of the said probation period or any extension thereof, of which the Company shall be the sole judge, your employment will be confirmed with Neebal for which a suitable written communication will be issued in your favour.

#### **BENEFITS, INCREMENT AND PROMOTION**

Your growth in the Company and increase in salary will solely depend on your performance and contribution to the Company. You will receive the remuneration defined in Annexure A during the probation period.

After successful completion of the said probation period or any extension thereof, of which the Company shall be the sole judge, your employment will be confirmed with Neebal and your annual all inclusive Cost To Company (CTC) will be incremented as per Annexure B.

Your annual variable component will be based on your performance rating accrued to you by your supervisors and feedback of our clients. Neebal follows a rating system of 1-5.

You will be eligible for your next annual increment in **April 2021**.

**Neebal Technologies Pvt .Ltd**

B1 - 007, Boomerang, Chandivali Farm Road, Andheri (E), Mumbai - 400 072

T +912228574118 . E contact@neebal.com . W www.neebal.com

CIN U74120MH2012PTC226006

You will be responsible to plan for appropriate tax savings, the satisfactory proof of which will be submitted to us well in time or else the applicable taxes will be deducted from your monthly salary. A complete breakup of your salary structure is defined in Annexure B.

### **MINIMUM SERVICE PERIOD**

Neebal has invested and continues to invest a large sum of money in creating and maintaining world class facilities to ensure the growth and development of its employees by making available to them continuous learning/training programs, access to the latest books and periodicals that are published globally, providing them with the latest hardware gadgets and software tools that are available, etc. and as such expects each of its employees to work a minimum no. of **24 months** (excluding probation period) with Neebal failing which, you will be liable to pay Neebal a sum of **INR 1,50,000.00 (Rupees One Lakh Fifty Thousand Only)**. A non-dated cheque of the above mentioned amount will be required to be submitted by you on your first day of employment favouring Neebal Technologies Pvt. Ltd. that will remain in the custody of Neebal and will be returned to you on your completion of the said minimum period of service as mentioned above.

### **TRANSFER**

Neebal reserves the right to transfer your services at any of its offices, work-sites, associates or affiliate companies including at its client's location anywhere within or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **CONDUCT**

You shall not at any time engage in or be concerned with or become interested, directly or indirectly in any business (including that of Neebal's customers), work or activity other than that of the Company or commit any act prejudicial to the interests of the Company and/or its business (The Company being the sole judge thereof). You shall be governed by all rules, regulations and policies of the Company. You will be liable to pay the service agreement fee if your services are terminated on the grounds of non compliance of policies or non performance during the service agreement period.

### **WORKING HOURS**

The regular working hours in Neebal is from **9:00 AM to 6:00 PM** from Monday to Friday with Saturdays reserved for trainings (as and when applicable). However, if your supervisor requests alternate/additional working hours and alternate/additional weekly schedule including working in shifts, then that request will supersede these regular working hours and weekly schedule.

### **ALTERNATE EMPLOYMENT**

As a full-time employee of Neebal, you are not permitted to undertake any other business, assume any public office, honorary or remunerative, without the prior written permission of Neebal.

### **LEAVE**

You will be eligible for a total of **12** of earned leaves on completion of every year of your service.

### **UNAUTHORIZED ABSENCE**

Your unauthorized absence from the job for a continuous period of more than three (3) working days will be treated as absconding from duty, and in the event of your not reporting for job within 10 days from the date of absence, the same would be treated as "Your voluntary abandonment of the job" and it shall be deemed that you are no longer interested in working and have abandoned the job on your own accord. Neebal will then have a right to initiate legal proceedings against you.

### **TRADE SECRETS AND CONFIDENTIAL INFORMATION**

During the term of your work, you may have access to and become familiar with various trade secrets and confidential information belonging to the Company, its affiliates and its customers. You shall acknowledge that such confidential information and trade secrets are owned and shall continue to be owned solely by the Company, its affiliates and its customers, as the case may be. 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 unless such employee is compelled to disclose it by judicial process.

### **RESTRICTIVE COVENANT**

The Company is in the business of providing various services including services in the computer software and information technology area. By signing this agreement, you acknowledge that:

- a. The Company's services are highly specialized.
- b. The identity and particular needs of the Company's customers are highly confidential and must be kept that way.
- c. The Company has a proprietary interest in its customer list and relationships.
- d. Documents and other information regarding 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 customer are highly confidential and constitute trade secrets.

You shall also during the tenure of your employment with the Company not engage yourself either directly or otherwise or carry out either by yourself or through any other person or entity any work, take assignment or contract for development or maintenance of computer software, or any such package or products belonging to or owned or possessed by any individual or group of individuals or entity even outside your normal working hours with the Company.

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 which is or was the customer of the Company on behalf of yourself or any other person, firm, company or corporation, for a period of one (1) year after this job appointment has been terminated for any reason, regardless of whether the termination is initiated by the Company or Yourself.

## **TERMINATION AND NOTICE PERIOD**

The Company shall have the right to terminate your employment, without any notice, in the event of any of the following:

1. Breach of any of the conditions of this agreement; and any other rules made applicable to you in respect of your employment with us.
2. Violation on your part of the Company's rules with regard to the authenticity and information declared at the time of joining the Company.
3. Any misconduct on your part;
4. Failure to carry out any of your duties and obligations.
5. Undisciplined and/or immoral code of conduct
6. Any breach of trust or confidentiality of any sort from your side.

During the period of probation, Neebal Technologies Pvt. Ltd. alone has the right to terminate the contract of employment.

After completion of the said probation and confirmation thereof, Neebal Technologies Pvt. Ltd. has the right to terminate the contract of employment by giving 30 days notice to that effect in writing or salary in lieu thereof. The right to terminate the contract of employment can be exercised by you upon giving at least 90 Days' notice to that effect in writing.

The 'Non Disclosure' and 'Maintenance of Business Secrecy' as defined and narrated above shall survive even after the termination of this agreement.

## **DISPUTE**

Any dispute between yourself and the company concerning with or relating to or arising out of this contract shall be subject to the jurisdiction of and be determined by a court of competent jurisdiction in Greater Mumbai only.

## **EMPLOYMENT VERIFICATION**

The Company reserves the right to verify your documents and background through internal or external agencies. These may include your current / previous employment history, educational / professional credentials and other background checks. You expressly consent to the Company conducting such background checks. In this connection, you are required to furnish the documents listed in "DOCUMENTATION REQUIRED". If the Company is not satisfied, in its sole discretion, with the outcome of the background checks, the Company reserves the right to withdraw this Offer without notice and compensation or to take any appropriate action against you, including, but not limited to termination of your employment.

When a background check raises any concerns regarding any of the details furnished by you and the Company feels the need to further validate such facts, the Company may at its sole discretion, ask you for further information, to substantiate the details that you have earlier provided to the Company, in advance of initiating appropriate action.

In addition, you are required to mandatorily furnish a copy of your passport on the date of joining. In absence of the same, you will be required to undergo a criminal background check, the cost of which will be borne by you. This check will be initiated on the date of your joining.

## **DOCUMENTATION REQUIRED**

Please bring along with you the following documents in original and one copy of the same.

- Duly acknowledged copy of this Letter of Offer
- Undated cheque from your bank account in the name of the Company for Rs.1,50,000.00
- 2 copies of your recent passport size photograph with white background.

Attested copies of the following:

- Proof of age
- SSC/HSC or equivalent examination mark sheets
- Diploma / Degree for all the Semesters / Years or Passing Certificate
- Passport / Voter's ID card / Ration Card.
- Two / Four wheeler Driving License.
- Pan card & AADHAAR card (If Any)

You are requested to note that our offer is subject to your submitting the above documents. According to the standard practice of our Company, you will treat the above terms of this Letter of Offer as confidential.

We are enthusiastic and pleased that you are going to be a part of our organization. To accept this offer of employment, you will need to sign this offer letter and send or courier the offer of employment forms to indicated address within 14 business days from the date of this letter. All additional pre-employment documentation provided to you must be completed and returned on your start date. We look forward to your joining the Company.

Please reach out to us at 022-28574118 or at [hr@neebal.com](mailto:hr@neebal.com), if you need further directions.

Sincerely,

Authorized Signatory  
Neebal Technologies Pvt. Ltd.

Enclosed: Annexure A of the offer (as applicable to you)

I have read, understood and agreed to the terms and conditions as set forth in this offer letter and the Annexure to the same.

(Your name in Capital Letters)

(Your Signature)

Date

Location

**Neebal Technologies Pvt .Ltd**

B1 - 007, Boomerang, Chandivali Farm Road, Andheri (E), Mumbai - 400 072

T +912228574118 . E [contact@neebal.com](mailto:contact@neebal.com) . W [www.neebal.com](http://www.neebal.com)

CIN U74120MH2012PTC226006

**Annexure A**

The following compensation items are subject to the terms and conditions of your offer letter, to which this Annexure A is attached. Payments are subject to applicable taxes. Please note that fixed pay and other amounts are expressed on an annualized basis.

<b>COMPENSATION DETAILS DURING THE PROBATION PERIOD (ALL FIGURES IN INR)</b>	
Name	<b>Ravina Harekar</b>
Designation	Trainee Software Engineer
Joining Date	5th Aug, 2019
<b>MONTHLY COMPONENT (Deductions will be applied based on actuals)</b>	
Basic	INR 9,600.00
Bucket of Allowances (Dearness, HRA, Professional)	INR 6,400.00
Monthly Fixed Salary	INR 16,000.00
Annual Fixed Salary	INR 192,000.00

**Annexure B**

The following compensation items are subject to the terms and conditions of your offer letter, to which this Annexure A is attached. Payments are subject to applicable taxes. Please note that fixed pay and other amounts are expressed on an annualized basis.

<b>Compensation details</b>		
<b>Salary Component</b>	<b>Per Month (INR)</b>	<b>Per Annum (INR)</b>
Basic	11,672.00	140,064.00
HRA	5,836.00	70,032.00
Conveyance Allowance	1,600.00	19,200.00
Medical Allowance	1,250.00	15,000.00
Travel Reimbursement	1,500.00	18,000.00
Special Allowance	2,378.00	28,536.00
<b>Earned Salary (A)</b>	<b>24,236.00</b>	<b>290,830.00</b>
<b>Statutory Benefits (B)</b>		
Gratuity	561.00	6,732.00
Mediclaim	466.00	5,595.00
<b>Variable (C)</b>		
Performance Bonus	3,806.00	45,675.00
Leave Encashment	112.00	1,343.00
<b>Cost To Company (A+B+C)</b>	<b>29,181.00</b>	<b>350,175.00</b>