

Aayushi Bhandari,

Dehradun

**13<sup>th</sup> January 2021,**

**Dear Aayushi,**

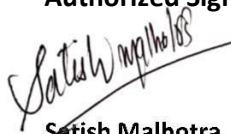
Congratulations! We are pleased to offer you the role of **'Trainee'** with ATCS and confirm your joining date effective from **28<sup>th</sup> January 2021** at ATCS based on the following terms and conditions:

1. Your annual consolidated CTC will be **Rupees 4,50,000 (Four Lakh Fifty Thousand Rupees Only, (The CTC is subject to necessary deductions applicable as per the current or any changes in the laws of P.F., ESI, and Income Tax))**. Details of the CTC are attached herewith as par **Annexure-A**, please note this supersedes any verbal commitment or discussion.
2. You are required to submit the mandatory documents as listed in **Annexure-B**.
3. Your employment with us shall be governed by the specific terms and conditions as referred in **Annexure-C** attached herewith. Any amendments made thereof, or any other terms and conditions as may be communicated to you during your employment with us will be binding.
4. You shall be required to execute and be bound by the Agreement for non-disclosure of confidential Information attached herewith as **Annexure-D** and abide by the policies and processes of the organization.
5. You are required to report on or before **28<sup>th</sup> January 2021** at **ATCS, Jaipur** failing to which the offer stands withdrawn, unless any written confirmation on extension of date is approved by the undersigned.
6. Without prejudice, please note that organization reserves the right to withdraw your appointment before receipt of your acceptance of the same, without providing any reasons to you
7. This offer is contingent upon successful completion of a background verification checks as applicable.

This letter contains annexure A, B and C. Annexure D will be issued to you on the date of joining. Kindly acknowledge and sign at the bottom of all sheets of the letter as a token of acceptance.

We welcome you to ATCS and look forward to a long and mutually rewarding association.

**Authorized Signatory**



**Satish Malhotra**  
**Manager-HR**

I have read, understood, and agree to the terms and conditions as set forth in this letter and the annexure to the same.

**Name**

**Signature**

**Date**

**ANNEXURE - A**

COMPENSATION DETAILS		
Name	Aayushi Bhandari	
Designation	Trainee	
Date of Joining	28 <sup>th</sup> January 2021	
Location	Jaipur	
Components	Monthly	Annually
Basic Salary	₹ 15,100	₹ 1,81,200
House Rent Allowance	₹ 6,040	₹ 72,480
Telephone & Internet Reimbursement	₹ 2,000	₹ 24,000
Special Allowance	₹ 8,490	₹ 1,01,876
*Statutory Bonus	₹ 3,514	₹ 42,172.85
<b>Total (A)</b>	<b>₹ 35,144</b>	<b>₹ 4,21,728</b>
Leave Encashment ( <i>may vary as per leave balance</i> )	₹ -	₹ 9,060
Perquisites	₹ -	₹ 6,000
Medical & Accidental Insurance	₹ -	₹ 4,500
<b>Total (B)</b>	<b>₹ -</b>	<b>₹ 19,560</b>
**Gratuity (Estimated)	₹ -	₹ 8,712
<b>Total (C)</b>	<b>₹ -</b>	<b>₹ 8,712</b>
<b>Total CTC (A) + (B) + (C)</b>	<b>₹ 35,144</b>	<b>₹ 4,50,000</b>

**Note: Retention bonus of INR 2.5 LPA – to be payable after completion of 2<sup>nd</sup> year.**

\*\* Gratuity as a retiral benefit is payable to the employees who have completed 5 years of Service with ATCS alone and with appropriate attendance fulfillment for eligibility. The deemed Gratuity amount is estimated as per the current basic salary.

The above-mentioned components / benefits are as per the prevalent Company policy and /or applicable law and are subject to change.

I have read, understood, and agree to the above calculations of Total CTC.

**Name**

**Signature**

**Date**

## Components Details

1. **Gross Salary:** The component 'A' as mentioned in the above CTC Annexure -A
2. **ESIC Employee's Contribution:** If applicable, a contribution of 1.75 % of gross salary will be deducted from the Gross Salary per month towards the employee ESI contribution and will be deposited as per statutory requirements. The ESIC Employee contribution will appear on the Salary slip.
3. **ESIC Employer's Contribution:** If applicable, a contribution of 4.75% of gross salary will be deposited as per statutory requirements. The ESIC Employer contribution is cost incurred by the company on employee and forms a part of the CTC, it will not be reflected in the Salary slip.
4. **PF Employee's Contribution:** If applicable, a contribution of 12% of the basic salary will be deducted from the Gross Salary per month towards the employee PF contribution and will be deposited to the PF Account as per the statutory requirement. Please note, the Employee PF contribution will appear on the Salary slip.
5. **PF Employer's Contribution:** If applicable, a contribution of 12% of the basic salary or equivalent to employee contribution will be deposited to the PF Account as per statutory requirements. The PF Employer contribution is the cost incurred by company on employee and forms a part of the CTC, and thus will not be reflected on the Salary slip.
6. **Professional tax** is the tax by the state governments in India. It is levied by the municipal corporations and majority of the Indian states impose this duty. The maximum amount payable per year is INR 2,500 and in line with the taxpayer's salary.
7. \*All bonus payments are demonstrated based on the current applicable practice and law and may be subject to changes based on changes in law from time to time. Further, any changes/modification to bonus payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However, Company shall endeavor to inform you, via separate communication, about any changes/modification to the bonus payment.
8. **Confidentiality:** The letter contains all details with regards to your salary supersedes all earlier verbal communications. Please note that the contents of this letter and the compensation details are highly confidential.

9. Please note that in case of any **erroneous payments** being made through the salary, the same will be recovered automatically with/without prior intimation, It may be even adjusted or recovered in future, in case immediate reversal is restricted without the consent of the account holder.
10. **Submission of false, tampered or altered bills as proof for tax savings** at the end of the financial year will result in disciplinary action including termination of employment. The total Amount of Tax and Penalties if any levied by the taxation authorities on the company because of this misinformation shall be payable by the Employee.
11. **Deductions per month** from the gross salary include PF Employee Contribution, professional tax, income tax are as per statutory requirements or any other deduction if applicable.
12. As mentioned in the above note, an employee is eligible for **Gratuity** as retiral benefits on completion of 5 years with appropriate attendance fulfilment with ATCS alone. Please note that the amount accumulated as Gratuity is payable only at time of retirement, demise, or separation from ATCS.
13. Only available **leave balance** as per the existing leave policy, can be encashed upon successful completion of a calendar year.
14. **Perquisites** cannot be encashed.
15. **Medical and Accidental benefits** as per the guidelines of the Employee Insurance policy for the employee, spouse and 2 dependent children is facilitated by the company and the employees can claim their medical insurance from the Insurance Company as per their guidelines. The Company shall not be liable for any rejected claims by the Insurance company. This benefit cannot be encashed. In case both husband & wife are employed with ATCS, the maximum coverage as the Medical and Accidental benefits shall not exceed the cover provided to individual employee as family floater.
16. Salary appraisal will be as per the ATCS Appraisal process on the above-mentioned component "A" in the Annexure -A.

Please note the organization the reserves right to modify the policies and salary structure as mentioned in Annexure-A.

I have read and understood the terms and conditions as stated above and hereby signify my acceptance of the same.

**Name:**

**Signature:**

**Date:**

## ANNEXURE - B

### LIST OF DOCUMENTS

We are issuing this letter on the presumption that the furnished in your resume are correct. In case the said are found to be incorrect or if you have concealed or withheld some of the other relevant facts, your offer with ATCS shall stand terminated/cancelled without any notice. The organization has a right to conduct the necessary document and background verification of the below documents and details as submitted by you, during your employment with ATCS.

On the date of joining, please submit the photocopy of the below documents and carry the original documents for verification

1.	Education Mark sheets (Secondary, Senior Secondary, Graduation and P.G and certificates if any)
2.	ATCS Offer Letter acceptance copy
3.	Date of birth certificate
4.	Last 3 Months salary slip
5.	Resignation Acceptance (email/portal)
6.	Relieving Letter from the current employer
7.	Offer letter of the current employer
8.	Last Increment/ Appraisal letter
9.	Form 16 (Current Employer)
10.	PAN card
11.	Aadhar Card
12.	4 Passport Size photograph (professional pic in formal dress code only)

**I agree and accept to submit the above documents on the date of joining.**

**Name** **Signature** **Date**

**Enclosures:**

- Annexure – A (Salary Structure)
- Annexure – B (List of Documents)
- Annexure – C (Terms & Conditions of Employment)

**Issued on the date of Joining:**

Annexure – D (Agreement for Non-Disclosure of Confidential Information, Non-Solicitation & Non-compete)

## ANNEXURE - C

### TERMS AND CONDITION OF EMPLOYMENT

1. During the term of your employment effective from your date of joining (hereinafter "**ATCS**") you agree to confirm, comply and be bound by the **ATCS** policies and processes, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.
2. As an employee of **ATCS** you shall:
  - a) Comply with your duties and the organization will expect you to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline and integrity, as well as high moral and ethical standards in the performance of your obligations and in all your business relationship with others. Any misconduct and harassment at work shall be brought to the notice of the reporting authority and necessary action will be taken in accordance with law and the organization's policies and processes.
  - b) Not to divulge with any unauthorized person during the period and even after the completion of your service by the word of mouth or otherwise, any confidential information of the organization or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our employee. It is your prime responsibility to keep such information confidential even on termination or cancellation of employment. You shall not disclose or discuss your compensation to any other employee or anyone outside the organization.
  - c) Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.
  - d) Disclose to us forthwith any discovery of any information or invention (as Intellectual Property) or any subsist nature while working within the organization.
  - e) Not to enter into any commitments or dealing on behalf of the organization for which you have no clear authority nor to alter or be a party to any alteration of any principle or policy of the organization or exceed the authority or discretion vested in you without appropriate sanction of the organization or those in authority over you.

- f) Remain compliant with the law of the land and policies, procedures, declarations, service rules and regulations including conduct, discipline, and administrative orders of the organization with modifications done at the sole discretion of the organization while in service
- g) Not to be engaged directly or indirectly in any employment for profit or for monetary gain or act in any way contrary to the interest or reasonably foreseeable conflict of interest or in competition of ATCS and its goodwill.
- h) Neither be a part of any group, association, or union as against ATCS interest nor make any contribution in any form for and behalf of ATCS.
- i) Not misuse or misappropriate ATCS assets but employ it only for the purpose of conducting ATCS activities, for which they are duly authorized. Use of ATCS assets and resources for personal & financial gain is strictly prohibited. These include tangible assets such as equipment, p.c, laptop, systems, internet access, facilities, materials and resources as well as intangible assets such as internet access, bandwidth, proprietary information, relationships with internal and external customers and clients, employee will be liable to pay for any damages with the ATCS assets as per actual.
- j) Not use or proliferate information which is not available to the public which constitutes insider information. All information not available to the public must be treated proprietary and confidential.
- k) Abstain yourself from intoxication of liquor & drugs during official hours and on official travel. Any willful act or omission in violation of the above shall be regarded as a violation of this term and condition, apart from inviting appropriate disciplinary action, civil or criminal action under the relevant company law.
- l) This offer has been made to you considering the current business situation and performance of ATCS. In case of any, natural calamities / pandemic / ecological / public health crisis / act of god / loss of business, ATCS shall reserve all the rights to revoke the offer letter irrespective of the acceptance from the new joiner before joining.

### **3. Completion of Probation Period**

The probation period for a " **Trainee**" will be **6 months** from the date of Joining and for all the other designations except Trainee, the probation period is **3 months** from the date of joining. The confirmation of service will be completed after evaluation of performance as per the probation process. During the probation period the notice period will be **1 months'** notice or salary (gross) in lieu

thereof on both employer and employee end. On successful completion of the probation period the notice period of all the employees in ATCS will be **3 months** on both employer and employee end.

However, an employee may be terminated subject to a violation of any points as stated in **clause 6**, during or after successful completion of the probation period without any notice or by giving **1 months'** notice or salary (gross) in lieu thereof, without assigning any reason based on the decision by the management and severity and sensitivity of the incident.

#### **4. Exclusiveness of the contract**

During the term of your employment, you shall not directly or indirectly take employment or participate in or deal with any other business, or take up consultancy or deal with or enter into any agreement or arrangement with any person that is in the same or similar business in which the organization is engaged or seek membership of any local or public bodies either on honorary or remuneratory basis except with the prior written permission of the organization.

#### **5. Appraisal and Promotion**

Your growth in the organization and the appraisal will solely depend on your performance and contribution to the organization's growth.

#### **6. Termination of Permanent Service**

Organization may terminate your employment without notice if at any time during your employment you are found guilty of:

- a) (i) any act of disloyalty, commission of an act involving moral turpitude, any act of indiscipline, use of inappropriate words, language hurting the integrity & culture of any employee or inefficiency, or
- (ii) Willful breach of the terms of this offer letter including the Annexure hereof and policies, procedures, declarations, service rules or other rules & regulations including conduct, discipline, and administrative orders of the organization, or
- (iii) Willful negligence or disobedience of lawful or reasonable orders or instructions received by you from time to time, or
- (iv) Conduct on or off duty, which is prejudicial to the interest, good name, or reputation of the organization, or
- (v) Furnishing or suppressing false material information or declaration. Without prejudice to its rights aforesaid, in such cases the organization reserves the right to seek any other remedy or take any action available to it under applicable law
- (vii) Indiscipline or misbehavior even after warning at workplace with any employee, manager, or any other colleague



- b) (i) If you are absent without any information for **5 consecutive working days** or remain absent for more than 5 working days beyond the period of sanctioned leave originally granted or subsequently extended it will be considered as absconding. In this case, you will not be entitled for any salary and relieving letter.
- (ii) If you return to work within period of 5 days after the lapse of period stated in (i) and give satisfactory explanation of unscheduled absence from work, you will not be entitled for any salary for the absent days, subject to Delivery Director's approval.
- c) During the probation period should you desire to leave the services of ATCS, you shall give **1 months' notice or 1 months' salary (gross) in lieu thereof**. Similarly, you can be terminated during the probation period without assigning any reason and by giving you **1 months' notice or 1-month gross in lieu thereof**.
- d) After completion of probation should you resign from services, you need to give **3 months' notice or 3 month's salary in lieu thereof**. Leaves during the notice period will be governed by the leave policy. Similarly, ATCS may terminate after completion of probation period, without assigning any reason after giving 3 months' notice in writing or salary in lieu thereof.
- e) You agree that during and upon termination of your employment or your resignation from the Organization, you shall not in any manner either directly or indirectly solicit or entice other employees, or clients of ATCS to join or enter into any transactions, as the case may be with either you directly or indirectly or with other third parties which are in direct or indirect competition with ATCS.
- f) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing (without salary in lieu of notice), in the event of your misconduct, fraudulent, dishonest or undisciplined conduct of, including but limited to embezzlement, or misappropriation or misuse by you of the ATCS property, or on you being declared as insolvent or convicted for any offence involving moral turpitude, or breach by you of any of these Terms and Conditions, harassment or disciplinary actions or other documents or directions of ATCS, or, your, unlawful association or closure of the business of ATCS, or upon you conducting yourself in a manner which is regarded by ATCS as prejudicial to its own interests and/or to the interests of its clients. In these scenarios you will not be entitled to receive any FNF and relieving letter.
- g) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of redundancy of your post in ATCS.
- h) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of irregularity in attending office, unauthorized absence from the place of work for more than 5 working days.

- i) **Non-performance:** During the probation period the probation assessment process will help to evaluate the performance of an employee, after successful completion of the probation period, in case of performance improvement plan, the non-performance process will be followed.

## 7. Exit Clearance

- a) The organization with held the right to hold the full & final settlement of any employee terminated due to the reason specified as above clause 6 other than C, D and H or sudden un-informed exit of an employee.
- b) The employee will not be entitled to receive any salary if the exit of an employee is due to any of the reasons as specified above in clause 6 other than C, D and H.
- c) Full and Final Settlement will be processed as per the offboarding process. Subject to the satisfactory completion & handover of all your existing duties, ongoing assignment, obligation, and projects etc. handled by you at that time and handover complete job responsibilities as assigned and full & final settlement.

## 8. Notice Period

The notice period during the probation period is 1 month and after successful completion of the probation the notice period is 3 months. If your employment is governed by a service bond, your notice period will be 3 months as per the organization norms.

## 9. General

- a) You may be selected by the organization for familiarization or training assignments with our technical collaborators or any other Institutions or organization's in India. You will diligently & beneficially take part in the training certifications. The cost of such training will be borne by the organization subject to agreements to be drawn up & signed by the organization and signed by the organization & you specifying minimum number of years you will serve the organization after such training & provide for the payment of any liquidated damages by you to the organization proportionate to the years of service remaining to be rendered, on the event you voluntarily terminate the contract of service or this Offer prior to the expiry of the agreed period of service referred to herein above
- b) Your age mentioned in the matriculation or higher secondary certificate will be deemed to be the conclusive proof of your date of birth.
- c) You will intimate to the organization in writing any change of address within a week from the change of the same, failing which, any communication sent on your last recorded address shall be deemed to have been served on you.
- d) Your designation is subject to change depending upon Organization promotion guideline, deliverables, and performance.
- e) On your relieving, you are required to obtain the necessary clearance from the respective team, on production of which, your dues, if any, will be settled by the organization.

10. **Background Verification:** Before your Offer and during the term of your employment with ATCS, you voluntarily agree for the Organization to conduct a reference and or background check on you. You are required to disclose all material facts and relevant information which may either affect your employment with ATCS currently or in the future or may be in conflict with the terms of your employment with ATCS, either directly or indirectly. If at any time during your employment, ATCS becomes aware that you have misrepresented any material facts or relevant information required to be disclosed by you, ATCS reserves the right to forthwith terminate your employment without notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you have been employed by ATCS.
  11. You acknowledge and agree that any work that you may be conducting either on the premises of ATCS or otherwise with regard to any designs, proof of concept, products, marks, copy rights, patents, improvements, discoveries or any other form of intellectual property, whether protected under law or not, is being done by you on behalf of ATCS and relates to ATCS, research and development (current and anticipated) which shall be the property of ATCS. ATCS shall be the owner of all such work. You shall irrevocably transfer and assign all such ownership rights to ATCS. You further agree to forever waive and never to assert any rights or claim ownership with respect to the above at any point of time.
  12. You shall execute the Confidentiality and Non-Disclosure Agreement annexed to these Terms and Conditions under which you will have an obligation to keep ATCS proprietary information confidential during your employment with the Organization and thereafter.
  13. You agree that the Organization shall have a right to conduct an enquiry for disciplinary action by itself or through a third party as against any act or omission committed by you during your employment in ATCS and that you shall be bound by any such decision of the Organization.
  14. In case of any dispute regarding these Terms and Conditions, the same shall be amicably settled between us failing which the Organization shall have the discretion to appoint a sole arbitrator. Such arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue for arbitration will be Rajasthan and the arbitration proceedings shall be in English. Any award passed by the arbitrator shall be final and binding on the parties and shall be enforceable in any court of law having competent jurisdiction.
  15. Retirement age will be 60 years.
- *I acknowledge and agree that the interpretation and enforcement of these Terms and Conditions shall be governed by the laws of India and the Courts of state of Rajasthan alone shall have jurisdiction regarding any dispute arising hereunder.*
  - *I have read the aforesaid Terms and Conditions and all Annexures and understood all the terms and conditions mentioned therein and I hereby unconditionally accept and agree to abide by them.*

Name

Signature

Date