



Red Apple Technologies

**Red Apple Technologies Pvt. Ltd.**

22/748, DDA Flats, Kalkaji

New Delhi - 110019, INDIA

Phone: +91 (011) 4070 4088

Email: info@redappletech.com

To,

Mr./Ms. John Smith  
Road 65/1 Kolkata Kolkata-700001,  
MOBILE: 9876543210,  
E-mail: a@a.com

1st April, 2017

**SUB: LETTER OF INTENT**

**Dear Mr. Dipak Mishra,**

Subsequent to your application and interview, we are pleased to offer you employment in our organization as '**Web Developer (Backend Development)**' based at our Office. You are requested to join your services on or before **25/02/2023** and report to undersigned at 10:00am sharp. Failure in joining your duty on said date without prior intimation & approval will be treated as cancellation of this appointment.

The letter of appointment defining the terms and conditions of employment will be handed over to you at the time of your joining. Presently the compensation offered to you will be as per **Annexure-A** attached. The compensation information is confidential. As a company policy, we prohibit sharing this information with other employees or unauthorized personnel. Any violation of this will be treated as a serious matter by the company.

We will be proud to have you as a member of our team to jointly make **Red Apple Technologies Pvt. Ltd.** a world-class organization. Please feel free to get in touch with HR Department for any questions or assistance that you may need.

We look forward to your joining the team **Red Apple Technologies**. Please sign the copy of this offer letter as a token of your acceptance.

Thanking you.

Yours faithfully,  
For **Red Apple Technologies Pvt. Ltd.**

**Sohini Saha**  
(Hr Manager)

**Accepted**  
Deepak Addya

**PS:** Please bring the following along with you on the day of your joining:

- Passport size colour photographs (4 Copies) for personnel records.
- Educational Certificate Photocopies.
- Address & Identity Proof i.e. Driving License, Passport, PAN Card, Aadhar Card, Voter ID Card, Voter ID Card, Aadhar Card
- Previous Appointment Letter, Release letter & Proof of last salary drawn. (Last 3 months Bank statement & 3 months' salary slips)

1st April, 2017

ANNEXURE - A  
APPOINTMENT LETTER

Dear Mr. Dipak,

With reference to your application and subsequent interview you had with us, we take pleasure in offering you an appointment with our organization on following terms & conditions:

**1. Designation:**

Presently you are being appointed as '**Web Developer (Backend Development)**'. However, we may utilize your ability in any field in the best interest of the Company or any of its constituent Companies.

**2. Date of Joining:**

You will be considered as an employee of our organization w.e.f. **25/02/2023**.

**2. Remuneration:**

You would be paid per month **remuneration** as stated below:

#	First	Last	Handle
1	Mark	Otto	@mdo
2	Jacob	Thornton	@fat
3	Larry the Bird		@twitter

Thanking you.

Yours faithfully,  
For **Red Apple Technologies Pvt. Ltd.**

**Sohini Saha**  
(Hr Manager)

**Accepted**  
Deepak Addya

**ANNEXURE - B**  
**TERMS AND CONDITION OF APPOINTMENT**

**1. Working Hours:**

Your working hours and shift timings will as applicable to your place of posting. You are expected to work from 10.00 to 19.00 hours. However, you may be required to adhere to any specific working hours/shift timing schedules as would be communicated to you by your supervisors, from time to time, depending on the exigencies of work. For more details please refer to the attendance policy in the HR manual.

**2. Transfer and Deputation:**

Your services are transferable to any location of the Company in India or abroad, it deems necessary by giving adequate notice. As a part of your employment, you may have to undertake national and/or international travel.

**3. Full time Employment:**

You will not engage yourself in any business or enterprise or work for any other employer or be a Director of any other company, gratuitously or for profit, without the previous specific written consent of the company. You will not have any interest, financial or otherwise, directly or indirectly, in any firm, company or body with whom the company has, or contemplates having, business relations without disclosing the fact in writing to the company immediately when it come to your knowledge that such business relations are being contemplated or made.

**4. Confidentiality:**

You shall not, either during or after your employment with the company, divulge or disclose any confidential information belonging to the company or any of its affiliates or customer, which may have come to your knowledge; and you shall both during and after your employment take all reasonable precautions to keep all such information secret. You will be the required to sing the company's Proprietary Information and Inventions Agreement at any time during your employment/assignment.

**5. Service Agreements:**

(a) As and when appropriate, you shall be required to execute service agreement(s) requiring you to serve the company for specified period(s), in the event that you are deputed on company's project/assignment abroad and/or in the event that you are given any specialized training requiring significant investment by the company for any purpose in India/abroad. In such event, if the specified period has not expired at the time you desire to leave the company's services, then you're leaving the company's services shall be governed by the provisions of these service agreement(s) signed by you. The service agreement(s) shall be in the form prescribed by the company and the company reserves the right to alter or modify the conditions therein.

(b)The salient features of the said agreement(s) shall be as under:

- You will be required to undergo various specialized training, which the company may arrange for you from time to time.
- You will be required to work on any project/assignment in India/abroad on which the company may depute you from time to time.
- You will be required to work with the company for specified period(s) after completion of any such training/deputations to any project/assignment.
- In case of breach of any of the conditions of such service agreement(s), you will be required to pay the company the liquidated damages as a reasonable sum as specified and agreed upon by you in such agreement(s).

(c) On execution of any service agreement(s), the terms of such agreement(s) shall be additionally binding on you.

## 6. Separations & Notice Period:

(a) On acceptance of separation notice and before getting relieved, you will immediately handover to the company all correspondence, specification, formulae, books, documents, cost of data, market data, literature, drawings, effects or shall not make or retain any copies of these time.

(b) The **notice period** for separations shall be **two months (60 days) notice** or basic salary in lieu of notice on either side. However, where you decide to leave the services of the company, the company will have the discretion to relieve you only at the end of the two months notice period, in the event of you having any incomplete assignment.

(c) Should your employment with the company cease for any reason whatsoever prior to the completion of one year from the date of joining or subsequent relocation, you shall be liable to reimburse to the company any relocation expenses and any special joining bonus (specifically identified in Annexure I), paid to you at the time of joining or such subsequent relocation, where such a relocation expenses are paid/reimbursed.

(d) **Absence** for continuous period of **ten (10) days** (including absence when leave though applied for, but not granted) and when overstayed for a period of ten (10) days would make you lose your lien on the service and the same shall automatically come to an end without any notice or intimation.

## 7. Responsibilities:

(a) In view of your position and office, you must effectively, diligently and to the best of your ability, perform all responsibilities and ensure results.

(b) You are required not to engage in activities that have or will have an adverse impact on the reputation /image and business of the company, whether directly or indirectly.

(c) You will abide by the company code of conduct and policies as outlined in the HR manual or communicated from time to time.

(d) You shall not enter into, sign or execute contracts or make any related commitment on behalf of the company unless authorized in writing. You will not incur or undertake any liability on behalf of the company or in any way pledge or purport to pledge its credit with respect to dealings with third persons, firms and companies.

## 8. Taxation :

All payments provided by the company will be made in accordance with the taxation system prevalent within India, including without limitation, tax deduction at source.

## 9. Travel :

You will be required to undertake travel on company work for which you will be reimbursed travel expenses as per the company policy applicable to you.

## 10. Retirement Age:

You will retire at the age of 60 Years or on completing thirty five (35) years of continuous service, whichever is earlier.

## 11. General:

(a) If at any time, you are found guilty of dishonesty, disobedience, misappropriation, theft, fraud, disorderly behavior, negligence, indiscipline, absence from duty without permission or of any other conduct considered by the company as detrimental to its interests or of violation of one or more terms of this appointment, you will be liable removal from service.

(b) If you have provided any false information /declaration or willfully suppressed any material facts, you will be liable for removal from the service without any notice.

(c) You shall be responsible for safekeeping and return in good condition and order of all the company's property, which may be in your use/custody or charge.

(d) You shall keep the company informed of any change in your residential address during the course of employment.

(e) At the time of joining and during the continuance of your employment with us, you shall ensure you possess a valid passport.

## 12. Breach of prior Agreements Damages:

# You warrant that:

(a) In accepting this appointment and performing your obligations and services under it, you will not be in breach obligations under any other employment.

(b) In the event of such a breach, you and not the company will be wholly and solely responsible and liable for any damages.

## 13. Governing Law & Jurisdiction:

(a) These terms and conditions and the interpretation thereof, and any disagreements or disputes arising under these terms and conditions, shall be subject to and governed by laws of India. You agree to submit to the exclusive jurisdiction of the courts at New Delhi for the purpose of these terms and conditions of employment and appointment.

Please confirm your acceptance of these terms and conditions of employment by signing and returning the duplicate copy of this letter to us within two weeks from the date hereof, failing which this appointment shall lapse automatically.

We look forward to welcoming you to **Red Apple Technologies Pvt. Ltd.**

Yours sincerely,

**Red Apple Technologies Pvt. Ltd.**

**Sohini Saha**  
(Hr Manager)

I accept the above-mentioned terms and conditions and agree to abide by the rules and regulations of company as are in force or may be framed from time to time.

Signature

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Date

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