

Mr. Prasenjit Pal

Add: Gopalganja, Bankura, West Bengal - 722141

Date: 02nd-December-2024

Offer of Employment

Dear Prasenjit,

With reference to your application and subsequent interview with us, we are pleased to offer you the position of **Lab Assistant** with **Cold Cravings Pvt. Ltd.** on the basis of your personal interaction for this job opportunity. The detailed terms and conditions for employment are given below for your review and acceptance:

1. Appointment and Office:

- 1.1. You are requested to join on or before **20th December'2024**.
- 1.2. Your place of posting will be **Gurugram** at, **Plot No. 291, Udyog Vihar Phase-II**.
- 1.3. You may be transferred to any other offices/divisions/departments /units of our existing company, subsidiary or associated company or come in existence in the future, as per the business requirement at the sole discretion of the Management.

2. Hours of Work

- 2.1. You are required to devote your whole time exclusively to the performance of your duties during normal working hours at your workplace as per rotation/duty roster essentially designed for the efficient discharge of your duties.
- 2.2. As this is a Food & Beverage Business, we follow 6 (Six) days a week working and the weekly offs shall be on rotational basis instead of fixed weekends.

3. Compensation:

- 3.1. Your annual compensation will be **₹3,00,000/- Per Annum (INR Three Lakh only)**. The Compensation & Benefit Package is governed by applicable policies, statutory provisions, rules and regulations as stipulated by the Company from time to time.
- 3.2. Your performance shall be reviewed after six months of your joining. Your compensation will be revised on the basis of your performance and meeting the given targets.
- 3.3. A detailed CTC break-up is attached herewith as **Annexure (1)**.
- 3.4. The Company views the compensation offered to you as an extremely confidential matter and leakage of the same shall be viewed as a serious breach of confidence at your level.

COLD CRAVINGS PVT. LTD.

CORPORATE OFFICE:
PLOT NO. 291, GROUND FLOOR, UDYOG VIHAR,
PHASE 2, GURGAON 122016, HARYANA, INDIA
+ 91 124 425 3084

REGISTERED ADDRESS:
PUNJ ESSEN HOUSE, 17-18 NEHRU PLACE,
NEW DELHI - 110019, INDIA
+ 91 114 999 0972

3.5. Notwithstanding any provision in this clause, or any provision related to your remuneration, the Company shall, at its sole discretion, have the right to alter the mode of payment of remuneration for tax planning purposes. You shall be informed of such alterations.

4. Probation:

4.1. You will be on probation for a period of “six months” from your date of joining.

4.2. During the probation period, in case your performance does not meet the desired level, the probation period will be extended, in writing, for an additional period of 3-6 months.

5. Confirmation

5.1. Your services will be confirmed after satisfactory completion of the probation period (initial or extended).

5.2. The confirmation will be considered only when you are intimated in writing to that effect.

6. Holidays

6.1. You shall be entitled to annual / privilege leaves as per the Company's Leave Policy.

7. Duties:

7.1. You will work with high standard of initiative, efficiency and economy, and will perform, observe and confirm to such duties, direction and instructions assigned or communicated to you by the Company and those in authority.

7.2. You will perform the duties and exercise the powers and functions which from time to time may reasonably be assigned to or vested in her and such duties may relate to the business of the Company.

7.3. You will diligently and faithfully perform such duties to the best of your ability and exercise such powers consistent with your office as may from time to time be assigned to or vested in hereby the Company generally in relation to you to promote the interests of the Company.

7.4. You will comply with the applicable rules, regulations and guidelines as advised by the Company from time to time.

7.5. You shall devote entire time to the work of the Company and will not undertake any direct/indirect business or work, honorary or with remuneration except with the written permission of the Company in each case. Contravention of this will lead to termination of the services without any notice or any compensation in lieu of such notice.

7.6. You will only use the Company email account provided to them for all business purposes and shall not use any other email account for such purposes. You will not access or use personal email at the office unless agreed with the Management of the company.

7.7. Without prejudice to this Agreement, you will not be employed by or render any services to any competitor of the Company or any other entity, directly or indirectly, during the term of your employment with the Company, without prior disclosure to and approval from the Management of the Company.

8. Ethical Conduct

8.1. We expect you to act in accordance with the highest standards of personal and professional integrity, honesty and ethical conduct, while working on the Company's premises, at offsite locations where the Company's business is being conducted, at Company sponsored business and social events, or at any other place where you are representing the Company.

- 8.2. We consider honest conduct that is free from fraud or deception. We consider ethical conduct in conformance with accepted professional standards of conduct and compliance with law of the land. Ethical conduct includes the ethical handling of actual or apparent conflicts of interest between personal and professional relationships. Your decisions and actions in the course of your employment with the Company should be based on the best interests of the Company, and not based on personal relationships or benefits. A conflict of interest exists where the interests or benefits of one person or entity conflict with the interests or benefits of the Company. When in doubt, always check with your manager or go to your manager's-manager.
- 8.3. Ethical business conduct is an integral part of our values and is non-negotiable. Unethical conduct can create significant liability for not just the erring employee but also the Company and its other employees. Therefore, we should all be alert to any violation and report to the Human Resources Department. Also, we must cooperate in any internal or external investigations of possible violations. In all cases, if we are unsure about the appropriateness of an event or an action, please seek assistance from respective HOD or HR. Those who are found guilty of unscrupulous activities will be subject to disciplinary action, which may lead to termination of employment and/or strict legal action.

9. Obligations:

- 9.1. You shall not seek membership of any local or public bodies without first obtaining specific written permission from the Management, which shall not be unreasonably withheld.
- 9.2. You will neither divulge or disclose our business proprietary and confidential information to any unauthorized person either during or after your employment with the company about the confidential details of our business processes, security, administrative and/or organizational matters to any other person(s), company, nor use/ attempt to use any information in any manner which may harm the interest or business of the Company or any affiliated companies.
- 9.3. You will disclose to the Company, forthwith any discovery, invention, process or improvement made or discovered by you, and such discovery, invention, process or improvement shall belong absolutely to and be the sole and absolute property of the Company. If and when required to do so by the Company, you will at the Company's expense, take out or apply for the latter's Patent,
- 9.4. Licenses or other rights, privileges or protection or improvement so that the benefit thereof shall accrue to the Company and you will execute and do all instruments, acts, deeds and things, which may be required by Company for assigning, transferring or otherwise vesting the same and all benefits arising in respect thereof in our favour or in favour of such other person or persons, firms or companies, as we may direct as the sole beneficiary thereof.
- 9.5. You will not enter into any commitments or dealings on behalf of the Company for which you have no express authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company or those in authority.
- 9.6. You will be responsible for safekeeping and return in good condition and order of all the properties of the company which may be in your use, custody and care or charge such as vehicle, equipment, instrument, records, books etc. which may be in your use, custody or charge. For the loss of any property of the company in your possession, the company will have a right to assess on its own basis and recover the damage of all such materials from you and to take such other action as it deems proper in the event of your failure to account for such material or property to Company satisfaction.

9.7. You shall also be issued a uniform to discharge your duties. In case leave the organization within six months of joining the cost of the such uniform shall be recovered from you. The company shall not accept the used uniform and the entire cost shall be recovered.

10. Confidential Information

“Confidential Information” means any data or information that is proprietary to the Company, or any of its affiliates, and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to:

- 10.1. Any marketing strategies, plans, financial information, or projections, operations sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies.
- 10.2. Plans for products or services, and customer or supplier lists.
- 10.3. Any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method;
- 10.4. Any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; and
- 10.5. Any other information that should reasonably be recognized as confidential information of the Company. Confidential Information shall further include any and all information, processes, formulas, codes, etc. which may be developed by you as a result of any information supplied by the Company or as a result of any work that you perform on behalf of the Company.
- 10.6. You will keep confidential all the information and material provided to you by the Company or by its clients concerning their affairs, in order to enable the Company to perform the service. This also includes such information as is already known to the public which also you will not release, use or disclose except with the prior written permission of the Company. Your obligation to keep such information confidential shall remain even after termination or cancellation of this employment.
- 10.7. It further includes Intellectual Property, Business and Customer information, costing, financial or accounting information including ideas, concepts, projections, know-how, technology, manuals, drawings, designs specifications, all data, documents, applications, statements, program plans, paper, resumes, records and other documents in hard, soft or any other form containing and/or relating to such confidential information.
- 10.8. As a part of your employment and in line with the Company’s information security and audit policies, the Company reserves the right to conduct checks on software and hardware being used by you for official purposes. This may include network probing, port scanning, or scanning of official mails and devices, as required.

11. Termination of Employment

Either Party shall be entitled to terminate this Agreement at any time after having a discussion with the management of the Company, in the following manner: -

- 11.1. At the end of the month in which you attain the age of 60 years;
- 11.2. **During the Probation Period:** -By giving the other Party, 15 days' notice in writing, or upon payment of 15 days' basic salary (i.e., excluding variable pay), in lieu of such notice; or
- 11.3. **After the Probation Period:** -After the expiry of 6 months of employment with the Company, by giving to the other Party, 1 months' notice, in writing, or upon payment of 1

months' basic salary (i.e., excluding variable pay), in lieu of such notice.

- 11.4. The company also reserves the right to take strict disciplinary action including termination of your services with or without any previous notice, in the event of following:
- a) Act of criminal offence;
 - b) Being found medically unfit, or
 - c) Being convicted of any offence involving moral turpitude, or
 - d) Sexual harassment in any form, whether directly or by implication;
 - e) Misappropriation or financial irregularities of company's funds or resources or property,
 - f) Riotous or disorderly behavior at work or any act subversive of discipline
 - g) Theft, fraud or dishonesty in connection with the employer's business or property (including but not being limited to incomplete/non-disclosure of critical information, tampering with documents, dishonesty in expense claims, submission of fake or forged documents, misrepresentation of any form, etc.);
 - h) Willful insubordination or disobedience, whether alone or in combination with others, to any lawful and reasonable order of a superior;
 - i) Willful damage to or loss of employer's goods or property;
 - j) Taking or giving bribes or any illegal gratification;
 - k) Habitual absence without permission and/or habitual late attendance;
 - l) Habitual substance abuse at work;
 - m) Habitual negligence or neglect of work;
 - n) Striking work or inciting others to strike work in contravention of the provision of any law, or rule having the force of law;
 - o) Non declaration of relatives who are employed with Cold Cravings;
 - p) Giving false information or concealment of the facts to secure employment with the company including but not limited to age, qualifications, prior experience, last drawn salary & others etc.
 - q) If at any stage during the tenure of your service with the Company it is found that any particulars or details furnished by you are incorrect and/or incomplete and/or this appointment in service has been obtained by misrepresentation of facts, the Company reserves the right to terminate your services forthwith without giving any notice, notwithstanding any other terms and conditions stipulated herein.
 - r) Any other misconduct(s) as defined under Model Standing Order.
- 11.5. Notwithstanding anything to the contrary hereunder, your employment shall be liable to be terminated forthwith at any time during the term of employment, without any notice or payment in lieu thereof: -
- 11.5.1. if you commit any material breach of any of your duties and obligations under the employment; or any of the terms or conditions of this appointment and, after having been summoned in writing, to remedy the breach within a reasonable period but fails to remedy the breach complained of, or
 - 11.5.2. if you are found guilty of gross misconduct or conduct likely to be prejudicial to the Company, OR
 - 11.5.3. if you are convicted by any court of law for criminal offence, including but not limited to, acts of dishonesty, theft, violence, drunkenness, drug abuse etc.

Upon the termination, you shall be liable to:

- 11.6. return to the Company all Company owned equipment or property, including, but not limited to, Identity Cards, Business Cards, Laptops, Hard Drives, Pen Drives, Computers, all papers, documents, including all specifications, formulae, market data, cost data, drawings, effects or record, and Books & Manuals by no later than the separation date. You shall also return all keys, passwords, tangible proprietary information, documents, books, records, reports, contracts, customer and contact lists, computer files and data exist in any medium, which may be prepared or obtained by you in the course of or incident to your employment. It shall be understood that you will not be entitled to retain or make any copies, conceal or in any way delete or destroy any of these items, in particular any confidential information.
- 11.7. to return any letter of authority or power of attorney if issued to you and any property whatever belonging to the Company.
- 11.8. to repay all outstanding loans and settle all unsettled advances, if any, prior to your final release from employment.
- 11.9. to certify in writing to the Company that you have complied fully with the above obligations, failing which the Company shall be entitled to avail itself of all legal or equitable remedies, including injunctive relief, and/or the recovery of such losses or damages as may be incurred or suffered by it in relation to your breach of any of the foregoing obligations.
- 11.10. In the event of your termination in accordance with the conditions above, the Company shall pay to you the basic salary up to the date of termination. The Company shall have no other liability towards you for any bonus, sharing of profits, costs, expenses, and damages of whatever nature.

12. Other Terms & Conditions of employment

- 12.1. The appointment and its continuance are subject to your being certified and remaining medically fit by the Medical Officer nominated by the Company.
- 12.2. In the matter of service conditions including those not specifically covered by this agreement, you will be governed as per the Company's policy in force from time to time and the Company's decision shall be final and binding.
- 12.3. In the event of any dispute, non-adherence of any clause of this employment agreement/company policy/code of conduct or difference arising regarding construction, interpretation or meaning of any of the terms of this letter the decision of the Company shall be final and binding on you.
- 12.4. In the event you leave the Company, you agree not to entice or recruit other Company's employees for a period of 24 months after separation.
- 12.5. You agree that during the term of your employment and all times thereafter, you shall not in any way disparage, condemn, denounce, defame or denigrate the Company, its Directors or Officers.
- 12.6. This Agreement forms the entire employment agreement between you and the company. The present Agreement replaces and supersedes all/any previous agreements, correspondences, understandings or other communications whether written or oral between you and the company. Any variation of the above terms will not be valid unless expressly made in writing by the Company.
- 12.7. You will not enter into any commitment or dealings on behalf of the company for which you have no express authority nor alter or be a party to any alteration of any principle or policy of the company or exceed the authority or discretion vested in you without express

permission of management.

- 12.8. You shall not accept any presents, commissions, or any kind of gratification in cash or in kind from any person, party, firm or company having dealings with the Company and if you are offered any such present etc. you shall report the same in writing immediately to the Company.
- 12.9. Any change in your personal information including residential address, marital status and educational qualification should be notified to the Company in writing within three (3) days from the start of such change. In case of no communication of change of such particulars. The last information given by you shall be taken as final.

13. Joining and Validity of this Appointment

- 13.1. This appointment is being made in good faith on the basis of your Curriculum Vitae and other information provided by you during the course of discussions with the Company. Any data, which is not in consonance with the information provided by you, shall result in termination of employment forthwith and you shall indemnify the Company in full, for any losses suffered by the Company. Company reserves the right to conduct formal antecedent and informal checks with your educational institutions and previous employers as may be applicable, for which purpose specialist external agencies may also be appointed by the Company.

14. Jurisdiction

- 14.1. This appointment letter shall be governed and construed in accordance with the laws of India. It is agreed that any dispute arising out of your assignment or breach of contract(s) or whatever nature between you and Management, will be subject to exclusive jurisdiction of courts in **New Delhi (Delhi)**.
- 14.2. On matters not specifically covered in this letter, you shall be governed by Company's policies, service rules, practices, etc., which are liable for modifications, additions, total or partial withdrawal, suspension / revocation, etc. from time to time. Company's decision on all such matters shall be final and binding on you.
- 14.3. You shall not either during the course of your employment with the Company or thereafter indulge in any act of making or publicizing any imputation either through emails, letters or any other means of communication concerning the Company or its employees or its associates which may harm their reputation or malign their image or defame them.

Please sign and return for our records the enclosed duplicate of this letter in acceptance of the abovementioned Contract of Employment (Appointment).

We look forward to your long, successful and rewarding career with **Cold Cravings!**

Thanking you,

For Cold Cravings Private Limited



Vasuki Punj
Director

Acknowledgement and Acceptance

I have read and understood all terms and conditions of employment as stated above and declare that I, hereby, knowingly, unconditionally and irrevocably accept the same.

(Signature of the Employee)

Name.....

Place.....

Date.....

Annexure -1

| Compensation Structure | | |
|---|----------------------|------------------|
| Employee Name | Prasenjit Pal | |
| Designation | Lab Assistant | |
| Grade & Band | S2 | SSG |
| Cost to the Company | Per Month | Per Annum |
| Earning Heads | | |
| Basic Salary | 12,500 | 1,50,000 |
| HRA | 6,250 | 75,000 |
| Special Allowance | 4,388 | 52,656 |
| Gross Salary | 23,138 | 2,77,656 |
| Employer Contribution | | |
| PF_Employer | 1,800 | 21,600 |
| ESI_Employer | - | - |
| LWF_Employer | 62 | 744 |
| Total Employer Contribution | 1,862 | 22,344 |
| Cost to the Company (CTC) | 25,000 | 3,00,000 |
| Statutory Deduction(s) | | |
| PF_Employee | 1,800 | 21,600 |
| ESI_Employee | - | - |
| LWF_Employee | 31 | 372 |
| Total Deduction | 1,831 | 21,972 |
| Net Take Home | 21,307 | 2,55,684 |
| Total Cost to the Company (TCTC) | 25,000 | 3,00,000 |

** Net take home is inclusive of income tax as applicable*

**Reimbursement of fuel charges for official conveyance.*

For Cold Cravings Private Limited



Vasuki Punj
Director