

Date: 06-Oct-2022

Saish Mainkar,

We are pleased to put forth this letter of employment for the position of **Jr. Software Developer** in the **Software Development Department** at **Open Destination Infotech Pvt. Ltd.** (hereinafter referred to as the "ODL") with effect from your date of joining i.e **05-Jan-2023**.

Salary Structure:

Your efforts at the Company shall be compensated with a sum of **Rs. 2,64,696/- (Rupees Two Lakhs Sixty Four Thousand Six Hundred and Ninety Six Only)** per annum, which shall be inclusive of Basic Salary, Monthly Allowances, Provident Fund and other Annual components. Details of your emoluments/Salary/Cost to the Company which include the monthly as well as annual allowances have been enclosed herewith as "Annexure A".

The Basic Salary and other perquisites / benefits distributed under the aforesaid head will be governed by the provisions of the Income Tax Act, 1961 and Rules framed thereunder, from time to time.

The management of the Company has the sole discretion to change/revise the existing salary structure as and when necessary and without prior intimation to the Employee. However, the total emoluments due and payable to you shall remain unaffected.

In addition to the above, you shall be governed by the following terms and conditions of employment with the Company:

1. Place of Posting:

Your present place of posting is at Panjim, Goa at our office situated at Casa Del Sol, Building No III, 3rd Floor, Dayanand Bandodkar Marg, Miramar, Panjim - Goa 403001. You shall be governed by the transfer policy of the Company as described in Clause No. 4 of this Letter of Employment, at any point of time during the course of your employment with the Company. The date of joining and the person to whom you shall report to, shall be conveyed to you via email before the said date of joining.

2. Age of Retirement:

You shall retire from the services of the Company after completion of 60 years of age subject to any change in the said age limit prescribed by the Company.

3. Probation, Severance and Notice Period:

- i. Your probation shall be for a period of 6 months.
- ii. In accordance with the Company's Human Resource Policies, all probationary employees, who leave the Company without serving the requisite notice period as described in Clause

3(v), shall be subject to rules and regulations as applicable to regular/permanent employees.

- iii. Notwithstanding the rules and regulations stated in this letter, during the probation period you shall be governed by the Human Resource Policies and Rules & Regulations of the Company as stated in the Company's Handbook, applicable to regular employees as may be amended time to time.
- iv. During the said period of probation, your services may be liable to be terminated with a 15 day notice period; with or without cause if in the opinion of the management of the Company, your performance is not as per the expectations set out. Your initial training period shall end with an assessment of your performance. It is mandatory that you secure a minimum score for such assessments as required by the Company, failing which your services shall be terminated with a 15 day notice period.
- v. A mandatory one months' notice or one months' salary in lieu of notice shall be payable to the Company, in the event you desire to discharge yourself from the Company, either prior or after completion of probationary period. Similarly, the Company reserves the right to terminate your employment from the Company, upon serving you with a one month notice or one months' salary in lieu of such a notice.
- vi. In the case you default in serving the minimum notice period of one months or forfeit one months' salary in lieu of notice, legal action shall be initiated against you for recovery of such dues. In addition, you shall be blacklisted, nor be entitled to enjoy any benefits/perquisites dues, which would otherwise be payable to you.
- vii. Your services shall be liable to be terminated forthwith without any notice or salary in lieu thereof in the case of misconduct. Without being exhaustive and without prejudice to the general meaning of the term "misconduct", it shall include cases of reasonable suspicion of misconduct, disloyalty, commission or omission of an act involving moral turpitude or any act of indiscipline or inefficiency.
- viii. The confirmation of employment will be effective only after you are in receipt of a letter/e-mail on your registered address confirming your services at the Company. Your confirmation is subject to your testimonials, antecedents, successful credential check and medical checkup, as applicable, for time to time.
- ix. In case your services are terminated on the ground of any of the reasons mentioned in Clause 3. (vii), you shall not be entitled to partake of any benefits/perquisites due, which would otherwise be payable to you.
- x. At the time of termination of employment/ cessation of service with the Company, you shall immediately hand over the charge of letter of Authority or Power of Attorney issued to you or any property / material of the Company in your possession. It is mutually agreed that on termination/discharge of employment, you shall not be employed directly or indirectly, for a period of 2 (two) years from the date of termination/discharge, with any of the Company's competitors, nor shall you utilize the research done during the course of your work. It is further agreed that you shall not engage, directly or indirectly, with any of the Company's customers, for a period of 1 (one) year from the date of

termination/discharge of your services. For the purpose of this Clause, a CUSTOMER shall mean *any company / individual having an existing monetary relationship with the Company, either in terms of payment or receipt of payment, for any services rendered or to whom the Company have licensed software/s* and a COMPETITOR shall mean *any company / individual who competes with the Company in any manner in the same field, i.e. developing and supplying software solutions for any competing Industry.*

4. Transfer:

During the period of your employment with the Company, you are liable to be transferred from one unit of the Company to another, or branches/sister concerns/associate companies/subsidiary companies, anywhere in India or abroad, that are now functional or may come into existence at a future date on such terms and conditions as may be decided by the management of the Company. On such transfer outside the current place of business, facilities of housing or suitable compensation for housing shall be paid for by the Company as decided by the Company on case to case basis..

5. Leave:

- i. During your probation period you shall be extended the benefit of 3 Sick Leaves credited to you in advance. The leave thus availed during the period of probation would then be deducted from the first actual leave credit on you being confirmed. You shall be entitled to Optional and National holidays as per the provision of the law and rules of the Company, from the date of joining.

If you remain absent from work without authorization or reasonable explanation, for more than ten consecutive days, you are required to respond to communication forwarded by the Company to you during such a period, failing which the legal team of the Company shall take appropriate measures against you for termination of service and forfeiture of any statutory payments due and payable to you.

6. Non-disclosure of Information:

- i. Confidential Information shall for the purpose of this clause mean any oral or written information, including and not limited to program, design, architecture, pattern, compilation, model, algorithm, formula, flow chart, presentation, process, model, sample, invention disclosure, drawing, business details, customer information, sales information and any other information related to providing technology solutions and so on, which is disclosed by the customer or client or employee of the Company.
- ii. During the term of your employment in the Company, you shall at all times maintain/observe secrecy in respect of such Confidential Information that might come to your knowledge or possession, which according to the Company is necessarily confidential. Such Confidential Information forms the valuable property of the Company and is not made available to the trade. Furthermore you shall not disclose such Confidential Information without the authority of the Company to any person other than the Company's officer authorized to receive the same. The obligation set out in this Clause 6 shall continue in perpetuity even after you have ceased to be in the employment of the Company.

- iii. You shall assign to the Company your entire right, title and interest in any invention or improvement that you might make, solely or jointly with others, in the course of your employment with the Company, relating to any and all products manufactured or marketed or leased or developed. You shall perform any acts and execute such documents without expenses to you, which in the judgment of the Company or its attorneys may be necessary or desirable to secure to the Company the best patent protection and any and all rights relating to such inventions or improvement.

7. Duties and Responsibilities:

- i. The Company shall expect you to work with a high standard of honesty, cooperation, initiative, efficiency and economy. You shall perform, observe and conform to such duties, directions and instructions assigned or communicated to you by the Company and those in authority over you. Apart from your usual duty, your activities shall also extend over any kind of work as may be required by the Company.
- ii. You shall devote your full attention exclusively to the duties entrusted to you from time to time by the Company; and while in service of the Company, you shall not work for any person or company during your period of employment, leave period, holiday etc. nor will you engage yourself in other business of your own either for remunerations, rewards, recognition or on consultation basis. Contravention to this Clause shall lead to the termination of your services from the Company without any notice or any compensation in lieu of such notice.
- iii. You shall be required to perform, observe and conform to such duties, directions and instructions assigned to you from time to time by the Company and those in authority over you for any unit, or branches/sister concerns/associate companies/subsidiary companies, anywhere in India or abroad, that are now functional or may come into
- iv. Existence at a future date. In the event, the Company desires to undergo any transformation or constitutes an additional company; you shall be required to pay similar attention to the work of such unit/ branches/ sister concerns/ associate companies/ subsidiary as the case may be.

8. Articles/kit Management

- i) As part of your scope of work, all valuable articles viz. laptops, computers etc. will be at your disposal. You are obligated to protect the interest of Company to the extent of the value of said articles/kits.
- ii) In case of any damage or loss, the management of the Company shall have every right to make good of the same from your salary and incentives besides taking any disciplinary action as they may deem fit and proper.

9. General

- i. You may be selected and sponsored by the Company for familiarization / training assignments with our technical collaborators or any institutions / organizations in India

and / or abroad. Upon acceptance of employment, you have agreed to diligently and beneficially participate in such assignments. The cost of training including the travel fare and related expenses shall be borne by the Company. If you withdraw from the services assigned to you by Company, within six months of your joining date, and if you were deputed for training / orientation within India, the expenses incurred shall be deducted from your salary. In addition, you will be required to enter into an agreement / bond as may be desired by the management of the Company, if any expenses are incurred by Company, for your travel abroad for training purposes. In addition, you shall be governed by the rules and regulations applicable at the location of Company, in case of posting at any site/branch office of the Company.

- ii. If, in the opinion of the management of the Company, your services are not required by the Company at any time during the period of your employment, the Company shall be entitled to terminate your employment upon provision of two months' notice or in lieu of such notice, two months' salary, without being liable to provide any reason whatsoever.
- iii. You shall be provided with an Employee Handbook detailing the service rules and regulations including the Company code of conduct, discipline and administrative orders and any such rules or orders of the Company that may come in force from time to time and as documented within the Company Policy. The said rules and regulations are applicable to all employees from the date of joining the Company.
- iv. You shall extend full co-operation to the management of the Company in maintaining discipline. In addition, you shall maintain a sound, peaceful, cooperative and healthy relationship with your superiors or subordinate colleagues in the Company.
- v. You shall intimate in writing to the management of the Company, in the case of any change in your residential address, residence telephone, personal email ID and mobile phone number within a week from such change, failing which any communication sent on your last recorded residential address shall be deemed to have been served to you.
- vi. We understand that the information given by you in your application is correct, true and complete to the best of your knowledge. If the Company discovers that the particulars furnished by you in the application form or during the course of interview are false, incorrect, untrue and/or incomplete, your services will be terminated forthwith without any notice or any compensation in lieu of such notice period. The Company shall also be entitled to institute action against you for provision of such incorrect, untrue and/or incomplete information.
- vii. You are expected to work during standard office working hours as conveyed to you at the time of joining of the Company; you shall also be expected to work according to the working hours of our clients, as and when required.

Any dispute arising out of above Letter of employment is subject to the jurisdiction and courts of Panjim, Goa only.

ANNEXURE- A

Salary Breakup of Saish Mainkar (Jr. Software Developer)

Sr. No	Components of Salary	Amount (Rs)
1	Basic Salary	8408
2	House Rent Allowance	3363
3	Leave Travel Allowance	2206
4	Statutory Bonus / Ex-Gratia Payment	700
5	Special Allowance	6342
	GROSS SALARY	21019
6	Employers contribution of PF	1009
7	Employers contribution of ESIC	0
8	Employers contribution of LWF	30
	MONTHLY COST TO COMPANY (Fixed)	22058
	ANNUAL COST TO COMPANY	264696
Projected NET/INHAND Salary Calculation		
Sr. No	Deductions from GROSS SALARY	
1	Employees contribution of PF	1009
2	Employees contribution of ESIC	0
3	Employees contribution of LWF	10
	NET/INHAND Salary*	20000
*Subject to Income Tax Calculation/Deduction as per the relevant Act		

Thanking you
Yours faithfully



Director & Vice President – HR & Admin



ACCEPTANCE OF APPOINTMENT

I am in receipt of the Appointment letter along with the terms and conditions and I have fully understood the conditions and unconditionally accept the appointment. I have also fully understood the salary structure and unconditionally accept the same.

Date:

Place:

Signature: