

January 05, 2023

**NITIN OVHAL**

Sahayog hsg soc no 3, sahayog nagar post,  
Rupenagar talawade, nearby Danyprabhat School  
Pune, Maharashtra  
Pin code 411062.

### **Offer of Employment**

Dear NITIN OVHAL,

#### **Congratulations!**

Subsequent to your interest in seeking placement with our organization, we are pleased to offer you the position of **Senior Software Engineer at Foray Software Pvt Ltd.** (hereinafter "**Foray**" or "**Company**") and the joining date would be on or before **6-February-2023**.

Your employment will be based at **Bangalore**, however, based on the position's requirements, you may be required to work anywhere in India and this offer of employment will take effect from the date of your reporting. This offer is valid up to **23-January-2023** subject to your joining Foray on or before the given joining date.

Your Annual Compensation (CTC) is **INR 19,00,000/- (Rupees Nineteen Lakhs Only)** and the salary components are detailed in Annexure 1 and will be subjected to statutory deductions viz. TDS, ESIC, Provident Fund and Professional Tax as applicable.

Your compensation details are strictly confidential and you may discuss it only with the authorized personnel of HR in case of any clarification. It is our hope that your acceptance of this offer will be just the beginning of a mutually rewarding relationship.

Your employment with Foray Software Pvt Ltd will be governed by the following **terms and conditions**. You will also be governed by current Foray's rules, regulations, internal policies and practices which are subject to change from time to time.

#### **1. Location of work**

Your employment will be based in Bangalore and the company reserves the right to Transfer your services to anywhere in India and Overseas or utilize your expertise to any of our projects based in India and Overseas. Relocation or Compensatory allowance applicable to a specific Project / location as per Company's policy will be paid to you.

#### **2. Duties and Responsibilities**

The Company reserves the right, at any time during your employment, with reasonable notice, to require you to undertake any reasonable, alternative duties which are within your capabilities. You shall not indulge actively/or cause any act likely to affect the discipline that is expected from every employee of this organization or associate with any such activity which may amount to an act subversive of discipline.

### 3. Notice Period / Termination

At the time of tendering resignation you shall be required to give **two months notice** in writing. Your services in the company shall be terminable by giving two months' notice or Basic salary in lieu thereof as per the discretion of the management. The company also has the right to dismiss you from our services without notice or compensation for any act of misconduct.

You shall at all times furnish true and correct information pertaining to your qualification, experience etc. If the information furnished by you in your resume and the documents submitted by you as stated in **Annexure 2** of this offer of employment is found to be incorrect at any point of time, your services will be terminated without any further notice.

You shall inform the Company of any changes in your personal data within 3 days' time. Any notice required to be given to you shall be deemed to have been duly and properly given if delivered to you personally or sent to your email ID or sent by post to you at your address in India, as recorded in the Company.

### 4. Use of Company Resources

You shall be responsible for the safekeeping and in good condition and order of all Foray's and its client's property entrusted to your care and charge. You may use the company resources only for official purpose with utmost honesty and diligence.

### 5. Business Conduct

It is expected that employees appreciate the importance of proper behavior and appearance in business life and they ensure their dress, grooming and appearance are appropriate to professional business life. Your dress, grooming and appearance should reflect favorably upon other team members in the Company.

### 6. Sexual Harassment / Discrimination

You are required to familiarize yourself with Harassment policy and comply with it at all times. Any instances of harassment are regarded as serious issues and non-compliance may lead to disciplinary action being instigated against you as per Law of the Land. Offensive posters/ screen savers/ mails or magazines and books at the work place should be strictly avoided.

Every employee of Foray Software Pvt Ltd holding a senior and responsible position at Foray or its client's place shall take all possible steps to ensure a positive work environment free of any form of discrimination.

### 7. Policies

You will abide by all the rules, regulation and policies of the company. Foray Software Pvt Ltd reserves the right to amend such policies as needed.

You shall inform the company of your absence from work from time to time. If you are absent from work for four consecutive days without any permission/intimation to the client or HR personal or management, will be treated as **ABSCONDING** from company both Foray and its client's place. If you go on leave with permission but

don't report to work as per the timelines and later don't intimate the extension of leave will also be treated as **ABSCONDING** from company both Foray and its client's place. The company also has the right to initiate appropriate legal action applicable as per law for **ABSCONDING** from the company both Foray and its client's place.

You shall be following normal business hours as per the company policy. Some specified roles may also require shift working outside of normal working hours in order to fall into line with overseas working hours. While working on projects overseas working hours and notified holidays of the client location will apply.

You will also be subject to all standard Foray Data Protection and Network Security policies and either Foray or its customers may require you to sign a statement to such effect at any time.

## 8. Confidentiality and non-compete clause

You shall during your service with us, devote your whole time and attention to the Company's business entrusted to you, and shall not engage yourself directly or indirectly in any business or service other than Company's business or service.

You shall at all times keep the information that may come to your knowledge regarding company's plans, business affairs, operations etc confidential.

You shall be required to keep the information regarding "salary" being offered to you strictly confidential at all times. You shall not divulge any details pertaining to your salary to any friend/colleague or acquaintance either before/during or after the cessation of your employment with us. Divulging such information at any time may lead to either withdrawal of this offer letter or termination of your existing employment with us.

You agree not to employ, or solicit or seek to employ, any employee, Consultant, customer or associate of the Company during your employment and for a period of one year after your termination / resignation of employment from the company. Upon breach of this Section with respect to a particular employee, Consultants, customer or associate of the Company, you will be liable to pay liquidated damages.

During the term of this Agreement and for a period of 1 year thereafter, you shall not directly or indirectly approach or in any way assist or be involved with any partners and / or customers of Foray. You cannot directly approach any partners of Foray more particularly, whose work is being undertaken by you or supervised by you due to this employment agreement.

You shall not at any time discuss or disclose or forward Foray's or its client's business emails and data (like materials, technical aspects, codes, design documents, study material and any other content that is designed for either internal or external use) to your personal email IDs or to any other emails IDs and shall not publish any personal or confidential information about Foray or its clients in any public forums. The company also has the right to initiate appropriate legal action applicable as per law for infringement of confidentiality code.

## 9. Data Protection and Confidentiality

You may have access to personal and/or confidential information about the internal business affairs of Foray or its client's organization considered 'commercially sensitive'. It must only be used for the purpose(s) for which it has been authorized. Please read and sign **Annexure 3** for more details about Data Protection and

Confidentiality Policy. Please note that in addition to what has been mentioned in this appointment letter, no other commitment is being made by the company. This offer letter, together with the various documents referenced herein, represent the complete offer by the Company. If there is any element of our offer that you feel is unclear or not covered, please contact me at undersigned ahead of signing this document.

To ensure that you have a full understanding of the terms and conditions of your prospective employment with Foray and the benefits available to you there are a number of enclosures to this letter which we hope you will find interesting and informative and have agreed to abide by them in form and substance. On joining you will be able to access Company's Intranet site, which contains comprehensive information regarding all benefits, policies and procedures but, in the meantime, to answer any questions you may have, please do not hesitate to contact your respective People Partners in People Development Function.

At Foray, our long-term success depends on both the results we achieve and the way we make these results happen. We set high standards for our people, our products and our processes. Quality must set us apart. We set high standards of personal integrity and ethics in all our business ventures. We, at Foray, feel that you will make an invaluable addition to our team and it is with great enthusiasm that I hope you accept this offer of employment.

We take pleasure in welcoming you to our organization and look forward to a mutually beneficial association.

For **Foray Software Pvt Ltd.**



**Murali Krishna Garapati**  
**Manager - Human Resource**

### **DECLARATION**

I have read and understood the above terms and conditions of employment and am accepting the same.

Date:

Signature: \_\_\_\_\_

Name: **NITIN OVHAL**

## Annexure 1

### PARTICULARS OF REMUNERATION

FIXED COMPENSATION	Per Month	Per Annum
Basic	INR 63,333	INR 7,60,000
HRA	INR 25,333	INR 3,04,000
Conveyance	INR 1,600	INR 19,200
Special	INR 63,077	INR 7,56,920
EPF	INR 1,950	INR 23,400
Gratuity		INR 36,480
<b>Total</b>	<b>INR 1,55,293</b>	<b>INR 19,00,000</b>

For Foray Software Pvt Ltd




**Murali Krishna Garapati**  
 Manager - Human Resource

Employee:

**NITIN OVHAL**  
 Senior Software Engineer.

## **Annexure 2**

Every employee as per the terms of Offer of Employment is requested to submit the following documents to our HR Personnel at the time of your reporting to duty at Foray Office.

### **1. Personal Data:**

- a. Passport copy (along with all used pages)
- b. 3 Photographs (Passport size)
- c. Aadhar card copy
- d. PAN Card Copy
- e. Proof of present and permanent address (photocopy)
- f. Mark Sheets and Certificate of Class X & Class XII
- g. Graduation Certificate (all mark memos and certificates)
- h. Post-Graduation Certificate (all mark memos and certificates)
- i. Mark sheets and Certificates of Diploma(s)
- j. Mark sheets and Certificates of any training(s) attended
- k. Any other additional diplomas/certificates (Mark-sheets)

### **2. Previous Employment Record:**

- a. Relieving Letter and Service / Experience Certificate from all previous employer(s)
- b. Copy of the resignation acceptance letter
- c. Salary slips/ certificate from all employers (min last 3 months)
- d. Form 16/ TDS certificate from all ex-employers (asrequired)
- e. Form 12B /Provisional Form 16 for the current financial year

For **Foray Software Pvt Ltd**



**Murali Krishna Garapati**  
Manager - Human Resource

**Employee:**

**NITIN OVHAL**  
Senior Software Engineer.

### **Annexure 3**

#### **Data Protection and Confidentiality Policy**

Everyone who has access to any personal information held by or on behalf of the organization, should be fully aware of and abide by their duties and responsibilities under the Data Protection Act. The information must be handled and dealt with properly however it is collected, recorded and used, and must be done so in accordance with the safeguards set out within the policy and the Act. This applies to information recorded on paper, in computer records or recorded by any other means.

#### **Everyone in the organization:**

- Assume that information is confidential unless you know that it is intended to be made public by Foray or its clients, this includes passing information to another organization or person
- Exercise common sense and discretion in identifying whether information is expected to be confidential. In most cases information will not be explicitly stated as being confidential
- Avoid exchanging personal or confidential information or comments (eg: gossip) about individuals and organizations with which you have a professional relationship
- Avoid talking about organizations or individuals in social settings
- Not disclose to anyone, other than to colleagues, your manager, or the CEO, any information considered sensitive, personal, financial or private without the prior knowledge and consent of the individual or the organization concerned
- Share information sensitively if they need to discuss issues and seek advice with your Manager and/or CEO only
- Seek the consent of an individual or organization before discussing difficult situations with other colleagues to gain a wider perspective on how to approach a problem, unless it is beyond doubt that the organization would not object to this. Alternatively, a discussion may take place with names and identifying information anonymized. Where the situation may have legal implications for either the individual, organization or for Foray, you should have a confidential discussion with the CEO to ascertain the appropriate course of action and/or advice
- Not compromise or seek to evade security measures designed to protect personal data and/or confidential information
- Where we have a legal duty to disclose information, inform the person or organization with whom confidentiality is owed that disclosure has or will be made
- Note that your obligations to use and respect personal data and confidential information continues to apply even after you leave the organization

### **DECLARATION**

I have read and understood the above Data Protection and Confidentiality Policy and am accepting the same.

Date:

Signature: \_\_\_\_\_

Name: **NITIN OVHAL**



## **Annexure 4**

### **Deputation policy V 1.1**

1. All Foray employees deputed at client place will follow and adhere to the guidelines of the client in respect to work, security policies.
2. All employees on return after Deputation will be required to update their profile and also submit a report on the deputation assignment and to be sent to [hr@foraysoft.com](mailto:hr@foraysoft.com)
3. At the end of deputation or assignment at client place, you are requested to submit all belongings of the client to designated team. It may include ID cards, laptops, any records either in physical or in electronic form to concerned team. There may be more items that have been passed on to you while working on given assignment on day to day interaction. Please kindly note that client can terminate your assignment without any notice and you will have to inform Foray immediately on the same.
4. It is the sole responsibility of the employee to take care of his belongings and company property during the period of deputation. The organization will not take any responsibility in case of any theft / loss of company property during that period.
5. Any damages caused at client place due to mishandling and negligence will be recovered from the employee.
6. All employees on Deputation will be governed by Terms put forth by the client.
7. As an employee of Foray, it's your utmost responsibility to reach out Foray for any issue or concern you may have including grievances. You should bring it to [hr@foraysoft.com](mailto:hr@foraysoft.com) and if not resolved in 5 working days, it can be forwarded to [corporate@foraysoft.com](mailto:corporate@foraysoft.com)
8. You agree to not to disclose salary in client premises and if found to be disclosed, appropriate action will be taken including termination of employment and legal action as per land of law.
9. Every employee should attend an exit interview either in person or over phone.
10. In any circumstance, if you desire to leave your position/assignment then its mandatory to intimate Foray about the same and not to client directly or indirectly. This information should be emailed to [hr@foraysoft.com](mailto:hr@foraysoft.com) and concerned delivery team. You may refer below table for concerned delivery team and Escalation matrix



Issue Type	First Contact	Second Contact	Final Contact
HR	<a href="mailto:hr@foraysoft.com">hr@foraysoft.com</a>	<a href="mailto:shirisha.n@foraysoft.com">shirisha.n@foraysoft.com</a> / <a href="mailto:shiva.b@foraysoft.com">shiva.b@foraysoft.com</a> / <a href="mailto:murali.garapati@foraysoft.com">murali.garapati@foraysoft.com</a>	<a href="mailto:corporate@foraysoft.com">corporate@foraysoft.com</a>
Finance	<a href="mailto:finance@foraysoft.com">finance@foraysoft.com</a>	<a href="mailto:ashok@foraysoft.com">ashok@foraysoft.com</a> / <a href="mailto:prasad.matta@foraysoft.com">prasad.matta@foraysoft.com</a>	<a href="mailto:corporate@foraysoft.com">corporate@foraysoft.com</a>
Careers	<a href="mailto:hr@foraysoft.com">hr@foraysoft.com</a>	<a href="mailto:murali.garapati@foraysoft.com">murali.garapati@foraysoft.com</a>	<a href="mailto:corporate@foraysoft.com">corporate@foraysoft.com</a>

I have read and understood the above Deputation policy of employment and am accepting the same.

Date:

Signature: \_\_\_\_\_

Name: **NITIN OVHAL**