



## Appointment Letter

**Dear Pratik Datta Dhore,**

"Congratulation" We are excited to appoint you for **Junior Fullstack Developer** effective from 1<sup>st</sup> May 2024, your initial place of posting shall be Pune.

Terms and condition of Employment Agreement:

### **1. Compensation**

The compensation per month shall be Rs.15,000/- p.m. which includes agreed monetary values of perquisites. The details and break-up of salary in terms of compensation and benefits will be as per Annexure to this letter. Income tax where applicable will be deducted at source from your monthly compensation as per the government rules and regulation. You are required to provide statement of income till date for this financial year, as well as proof of tax saving for the current financial year. Please note that the company will not be liable for any misrepresentation in your declaration of your income prior to joining the company.

### **2. Probationary Period**

You will initially be on probation for "6 Months" on successful completion of your probation period, you shall be issued a confirmation letter. Satisfactory completion of probation period shall depend upon your conduct and perform once during the period of probation including your achieving the norms set for your job by the management. Your probation period may be extended, at the discretion of the management.

### **3. Leave**

You will be entitled to Festivals and National holidays and leaves as per the company. For the purposes of the leave the year shall run from January to December.

All leaves should be applied for in advance and should be approved by the manager. The company reserves the right to grant the leave applied, depending on the contingency of work.

### **4. Transfer**

During the course of employment in company, as per exigencies of work you shall be liable to be transferred at the discretion of the management from one work, department, section or job to another, in which case your designation could also be suitably changed your services can also be transferred to any other offices in India in larger interest of the company, at the sole discretion of the management. In such situation your terms of appointment shall remain unchanged.



## **5. Medical examination**

The company shall have the right to require you to be examined by a doctor of the company's choice, at the company expense, and you are required to cooperate fully.

## **6. Ownership of work**

The ownership of any rights to any works by the employee during the terms of employment shall lie with the company.

## **7. Notice Period**

If you wish to resign you are required to serve at least 90 days notice or Payment in lieu off. Please note if you leave the services of the organization without submitting the resignation, you shall be treated as absenting and loose the lieu on the job, in such a case the employer shall not be liable to issue you the experience certificate.

## **8. Termination**

During probation period, your services can be terminated, without notice and assigning any reason if your services are not found satisfactory at the discretion of the management after confirmation of your employment notice of termination of employment will be one (1) month notice in writing or one month salary in lieu of notice from either party. Notwithstanding aforementioned a company shall be entitled to terminate your employment without notice and compensation in any of the following events.

1. If you are in the opinion of the company guilty of this honesty, misconduct or negligence in the performance of their duties.
2. If you have been found to have committed a serious breach of continual material breach of any of your duties or obligations.
3. If you are found to have made illegal monetary profit or received any gratuities or other rewards in cash or in kind out of any of the company's affairs or any of its subsidiaries or related companies.

You would also be liable to be removed from the services at any time without any notice and compensation, In case, if any information furnished by you in connection with the above appointment is found incorrect at any stage or correct information is found suppressed.



## 9. Rules, Regulations and confidentiality

You will not, without the previous written consent of the company become interested or engaged directly or indirectly, in any trade, business and occupation. You will not (except in the normal course of the Company's business) publish any article or statement, deliver any lecture or broadcast or make any communication to the press (including magazine publication) relating to the company service's or to any matter with which the company may be concerned, unless you have obtained permission from the company.

You will not own, manage, operate, control, participate in, or to be connected in any manner with the ownership, control, management or operation as an individual or as partner, joint venture, director, shareholder of a company or entity, of any business which directly competes with the present business of the company may substantially engage during the term of the services. You must not directly or indirectly either during employment or for a period of 12 months after separation there of solicit or try to entice away from the company any person or business at the time in 12 months before separation that you may have dealt with or was a potential client of the company.

During the course of your implementation here with us, you will frequently have access to certain vital business information, trade secrets proprietary information, customer related information that are confidential in nature. It is expressly understood and clear that you shall not divulge or part with any such information to anyone other than those dealing with such matters in the company nor will you reveal it to anyone even after your leaving the services of the company, In any case if the company is not able to run its business and closing at that point company will not have any liability of any type with the employees, and employees will be freed from the service at that point, During your employment with the company, you will be governed by the rules and regulations of the company in force or as introduced or amended from time to time, If you're not performing and saying no to do the work at that point your services are liable to be terminated forthwith without any notice or compensation in lieu thereof, You are required not to divulge, communicate or pass on any information in any form related to any aspect of the company to anyone not employed by the company or any confidential information to any of your colleagues / peers / subordinates / supervisors, which is not required to be shared. Indulgence in such activities shall render you liable for termination with immediate effect notwithstanding other terms and condition mentioned in the appointment letter, any books, documents, circulars, files, tools or other items of the company which may be supplied to you in connection with your work shall at all times remain the property of the company and shall be returned by you to the company upon your ceasing to be in the company's employment. If you fail to do so, the company may withhold payment of yours dues, if any, and/or take such other steps as may be called for to recover from you, Involvement in misappropriation of funds, stealing, clandestine deals with a dealer/supplier/agents/customer against the interest of company, causing malicious damage to company's property, submitting false statement of accounts, misrepresenting facts or any other act which can be classified as dishonest will be viewed very seriously,



#### **10. Dispute Resolution**

In case of any dispute or difference in respect of interpretation of the terms and conditions of this agreement, both the parties shall resolve the same amicably through discussions but the duly appointed representatives. However, any dispute having not resolved shall be referred to the sole arbitration by a person duly nominated by the company as an arbitrator, whose decision shall be final and binding on both the parties. The arbitration shall be at Pune and proceedings shall be in English.

#### **11. Governing Law and Jurisdiction**

The Agreement is governed by and shall be construed in accordance with the laws of India. With regard to any claim or matter arising under this Employment Agreement, the Courts of Pune will have exclusive jurisdiction to decide such claim or matter.

#### **12. Amendments**

The company reserves all rights to change any rules, regulations as it deems fit from time to time and you will be governed by the rules which are in force and as may be added, amended or introduced.

We take pleasure in welcoming you to our company and hope will find individual and satisfaction in your association with us.

If you find that the terms are favourable, please indicate your acceptance within seven (7) days from the date of this letter.

This offer will automatically lapse and can no longer be accepted if we do not hear from you by the stipulated date.

Sincerely,

Payal Mandal,  
People Manager

I have read and understood and hereby accept the terms and conditions of my appointment with the company.

Sign: ..... Name: .....

Date: .....



# Osumare Marketing Solutions

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**Annexure  
Compensation**

Name	: Pratik Datta Dhere
Designation	: Junior Fullstack Developer
Total Compensation	: 15,000/- per month

Please note that the above mention salary is inclusive of the deductions as per statutory requirements, and deduction in the salary as per the Salary policy letter.