

Date: 26th March 2024

To,

Mohsin Muzaffar Mujawar

Taljai Mata Vasahat,

Sahkar Nagar Number 1,

Besides Suvarna Maruti Mandir,

Padmavati, Pune,

Maharashtra, India-411009

Mobile No: +91 9156129613

**Subject: Letter of Appointment** 

Dear Mr. Mohsin,

We are pleased to offer you an appointment in our organization as "Senior Software Engineer". You will be joining us on or before 26<sup>th</sup> March 2024. Your employment will continue unless terminated in accordance with the terms and conditions of this Appointment Letter.

# Here are the terms and conditions of the appointment.

## PROBATION PERIOD:

You will be on Probation for an initial period of "three months" from your joining date and this may be extended at the discretion of the management. Your transition from Probationer to permanent employee will be based on evaluation of your performance at the end of the probation period.

## **WORK LOCATION:**

You will be initially based in our "Pune" office. Though you have been engaged to a specific position, the company reserves the right to send you on deputation/transfer/assignment to any of the company's branch offices in India or abroad, whether existing at the time of your appointment or to be set up in the future.

## **COMPENSATION AND BENEFITS:**

Your **Fixed Compensation** will be **INR 4,20,000/- per annum (Four Lakhs Twenty Thousand Only).** For break-up see Annexure A. Applicable taxes will be borne by the employee.

## **WORKING HOURS:**

The regular working hours of the company are from 9:30 AM to 6:30 PM including 1 hour of lunch break. Average of 9 hours including Lunch break is mandatory in case the same is not maintained by anyone for whatever reason will result in proportionate deductions from payable without notice.

### **FULL TIME EMPLOYMENT:**

Your position is a full time employment with the Company and you shall devote yourself exclusively to the business and interests of the company. You will not take up any other work for remuneration (part time or otherwise) or work in an advisory capacity, or be interested directly or indirectly (except as shareholder/debenture holder), in any other trade or business during your employment with the company, without permission in writing from the management of the company.

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## Non - Competition And Non - Solicitation:

You will not either directly or indirectly engage yourself, either full time or part-time, elsewhere in any job, profession, or business of any nature during your employment with Triveni, unless pre-authorized in writing by Triveni management. You also undertake during your employment with Triveni and for a period of 18 months after the termination of your employment with Triveni, not to, directly or indirectly, either as an individual, consultant, agent, principal, partner, corporate officer, director, shareholder, member, investor or in any other individual or representative capacity:

- enter into, participate or engage in any business that competes with, in any manner whatsoever, the business, products, or services of Triveni and/or its related or affiliated entities where Triveni conducts its business;
- promote, consult for, or assist, financially, technically or otherwise, any individual or entity in any business
  that competes with, in any manner whatsoever, the business, products or services of Triveni and/or its
  related or affiliated entities where Triveni conducts its business;
- solicit, aid, entice or induce Triveni's and/or its related or affiliated entities' customers and clients and potential customers and clients, including any of Triveni's customers with whom you may have had personal contact or dealings during the term of your employment, in competition with Triveni and/or its related or affiliated entities where Triveni conducts its business; and
- solicit, employ, assist in employing, aid or induce the resignation of any retainer, employee, officer or agent
  of Triveni and/or its related or affiliated entities, or of any person who has been an employee, retainer,
  officer, or agent of Triveni and/or its related or affiliated entities, with whom you may have had any
  personal contact or dealings during your employment with Triveni and for a period of 18 months after the
  termination of your employment with Triveni.

You hereby acknowledge that the restrictions contained in this clause and elsewhere in this Appointment Letter are considered to be reasonable in all the circumstances and the scope of which appears to be no greater than necessary for the protection of Triveni's interests. Each of the restrictions in the clauses above is intended to be separate and severable and if any such restrictions shall be held to be void or ineffective for whatever reason but would be held to be valid and effective if part of the wording or range of services or products were reduced in scope or deleted, the said restrictions shall apply with such modifications as may be necessary to make them valid and effective.

# **RESPONSIBILITIES AND DUTIES:**

Your work in the organization will be subject to the rules and regulations of the organization as laid down in relation to conduct, discipline and other matters. You shall always be available for responsibilities and duties attached to your profile and perform it accordingly. You must effectively perform to ensure results.

## **RESTRAIN:**

## Access to Information:

Information is available on a need to know basis for specific groups and the network file server of the company is segregated to allow individual sectors information access for projects and units. Access to this is authorized through access privileges approved by unit mentors or project mentors.

## Restriction on Personal Use:

Use of company resources for personal use is strictly restricted. This includes usage of computer resources, information, internet service, and working time of the company for any personal use.

## Malpractices:

You or anyone associated with you will not during the course of your employment with the company or at any time thereafter, use any of the company's properties like operation of any methods, products,

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instructions, ideas or any tangible or intangible properties for any malpractices or for any crime willingly or unwillingly. The Company doesn't encourage any such practices during or after your association with the company.

## • Intellectual Property Rights:

During the course of your employment, if you make any discovery, invention, process or improvement, operational improvement, patentable or otherwise solely or jointly, the same shall be, as is being hereby accepted by you, will be deemed to have been so made by you for and on behalf of the Company and such discovery, invention, process or improvement shall legally, and absolutely be considered to have been made by you for the Company and be the sole and absolute property of the Company.

### Assets:

All assets acquired for or on behalf of the company shall be deemed to be the company's property. If you are assigned company assets like laptops, mobile, USB modem, tablets, any kind of hardware etc. are considered as caretakers of such assets. You are responsible for the security of that asset regardless of whether that asset is used in the office or out of the office location.

## LEAVE:

You will be entitled to 18 Privilege leaves as applicable to your category of employment per year on a pro rata

## **BACKGROUND RECORDS:**

If any declaration given, or information furnished by you, the company proves to be false, or if you are found to have willfully suppressed any material information, in such cases, you will be liable to be removed from services without any notice.

## **TERMINATION OF SERVICES:**

During Probation, your service can be terminated with fifteen days' notice or salary thereof by either party. On confirmation you will be required to give two months' notice or salary thereof in case you decide to leave our services, subject to the Company's discretion.

The Company also reserves the right to terminate your services without any notice or salary in lieu thereof, on the grounds of violating any terms and conditions, contract or agreement, misconduct, or even in the case of reasonable suspicion of misconduct, disloyalty, commission of any act involving moral turpitude, or any act of indiscipline or inefficiency or for loss of confidence or lack of performance in work or no improvement in your individual knowledge after initial couple of days of training.

In case of termination or the moment you are on the notice period, all other benefits of compensation and benefits structure become void.

### APPOINTMENT IN GOOD FAITH:

It must be specifically understood that this offer is made based on your proficiency in technical/professional skills you have declared to possess as per your application for employment and your ability to handle any assignment/job independently.

## STANDING ORDERS:

You will abide by the Standing Orders, Policies, rules & regulations and service conditions that may be in force or applicable to the organization or are framed from time to time by the company.

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#### **GENERAL:**

- You will keep us informed of any changes in your residential address, your family status or any other relevant particulars. You would also let us know the name and address of your legal heirs/nominee.
- This agreement shall be governed by the laws of India, including IT Act 2008 with all the amendments and you hereby agree to the exclusive jurisdiction of the courts in Pune, Maharashtra, India.
- As a company will incur considerable expenditure on your training and hence, you are committed to be associated with the company for a minimum period of 18 months.
- Employment as per this offer is subject to your being medically fit.

This letter is being sent to you in duplicate. Please signify your acceptance, by signing and returning the duplicate copy of this letter.

We congratulate you on your appointment and wish you a long and successful career with us. We are confident that your contribution will take us further in our journey towards becoming world leaders. We assure you of our support for your professional development and growth.

For, Triveni Global Consulting Private Limited

**Authorized Signatory** 

I, **Mohsin Muzaffar Mujawar** hereby confirm my acceptance of the above appointment on the above terms and conditions.

Mohsin Muzaffar Mujawar

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Date: 26th March 2024



# Compensation Details (Salary & applicable benefits) ANNEXURE A

Com	pensation and Benefits Struc	ture
Name	Mohsin Muzaffar Mujawar	
Designation	Senior Software Engineer	
Employment	Full Time - Regular	
Date of joining	26 <sup>th</sup> March 2024	
Location	Pune	
Components details	Monthly (INR)	Annually (INR)
(A) Fixed Compensation		
Basic	21,000.00	2,52,000.00
House Rent Allowance	8,400.00	1,00,800.00
Conveyance Allowance	1,600.00	19,200.00
Special Allowance	4,000.00	48,000.00
Total Fixed Compensation	35,000.00	4,20,000.00
(B) Additional Benefits		
Leave encashment*		24,231.00
Health Insurance*		7000.00
Total Additional Benefits		31,231.00
Cost to Company (CTC) = A+B		4,51,231.00

<sup>\*</sup>Health Insurance benefit is applicable after completion of 6 months from the date of joining.

#### Note:

- The compensation payable to you by the Company is unique and personal and any comparison of the same with those of others will be of no relevance. Breach of Confidentiality of Compensation shall be treated as Service Misconduct.
- Company shall as per applicable regulations; statutes withhold/deduct taxes, cess, and levies from CTC. You shall be
  personally liable for any false/forged/misinformation pertaining to your income tax liabilities, applicable taxes would
  be borne by the employee.
- The above compensation structure is subjected to change without affecting emoluments adversely.

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<sup>\*</sup>Leave encashment of only remaining leave balance at the end of the calendar year will be done.