

Appointment Letter

Date:17/02/2024

Mr. Niranjan Subhedar

Date-17/02/2024

Dear Niranjan,

Thank you for your interest in working for our organization. Having successfully passed the interviews and accepted an offer of employment and joining on **20th Nov 2023**, we are pleased to join you as a position of **Software Developer** with AB Software Solution. It is my pleasure to welcome you to the AB Software Solution family.

This employment is subject to the Standard Terms and Conditions of Employment by AB Software Solution and also will be governed by the policies, rules, and guidelines of the Company. You will also be required to sign and agree to be bound by The Employee Non-disclosure, Non-solicitation, and Non-competition Agreement.

There will be a training period of **3 Months**. If you're Performance increases before 3rd month Then depending on working performance the overall CTC will be offered to you.

The management reserves the right to bifurcate the salary by merging or bifurcating with any other allowance/allowances.

The terms and conditions of service will be as follows:

1. HOURS OF WORK:

1.1 The normal working days are Monday through Saturday. You will be required to work for such hours as necessary for the proper discharge of your dues to the Company. The normal working hours are from 9:30 AM to 6:00 PM and you are expected to work not less than 40 hours each week, and if necessary for additional hours depending on your responsibilities.

2. PROBATION:

2.1 In the first instance you will be on probation for a period of Three months from the date of your joining. The probation period will be continued till management doesn't provide you with a permanent employment letter/revised appointment letter. Availability of projects will affect your probation period/employment. Where after the probation period may be either extended at the discretion of the management or may be dispensed with either earlier or on completion or thereafter till confirmation. The appraisal is applicable after the probation period completion and the company has the right to decide it. Unless confirmed in writing, you will be deemed a probationer after the expiry of the

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An initial or extended period of probation. Your services are liable to be terminated without any notice or wages in lieu thereof during the initial or extended period of probation's.

3. PLACE OF POSTING:

3.1 Your place of posting will, at present, be at Satara. You are liable to be transferred to another branch, shift, post or place or to sister concern whether in existence or which may come into existence hereafter. When required to work in the sister concern during your normal working hours, no additional payment will be made for such work. It will be your responsibility to make arrangement for your residential accommodation/other arrangements, if any. Also the management can shift the place/places of working anywhere in India and in that event you will have to make compliance for working at the new place of work and your salary and other benefits will remain in fact. Also the management can shift the premises anywhere in India and you will report for work at the shifted place. On transfer. You will be paid wages as per the minimum rates either fixed and or revised by the prescribed authority under the Minimum Wages Act of that State which may be lesser or higher than your wages being drawn at the time of transfer.

4. TAXES IF APPLICABLE:

4.1 You shall bear your own taxes that shall be deducted from your salary and/or other dues. For going on duty outside place or employment, you shall be governed by TA/DA rules of the company, if applicable in your case.

5. TERMINATION:

5.1 After confirmation, your services are liable to termination at one and half month are notice on resignation or one and half month are verbal warning and company will not pay you the one and half month payment because it's your notice period in that you have to complete your pending work and have to handover your work at new or existing employee. In case of your poor performance in the probation period, it may cause extend in probation or termination of your employment with AB Software Solution. In case of unavailability of projects/company's growth company has right to take decision of terminating your employment. In case you are incapacitated by reasons of illness, accident or any other cause and cannot perform your duties, the Company may at its option grant leave for reasonable time on full pay or half pay or without pay or terminate your services. Also, if you are found suffering from any infections/contagious disease, the Company may at its discretion terminate your services.

6. CONFIDENTIAL INFORMATION:

6.1 That during the course of your employment, you will not apply or seek employment elsewhere without written permission from the Management and in case it is so detected about your seeking of employment, it will amount to breach of trust on your part.

6.2 That on cessation of your employment with us, you will be under an obligation not to join, for period of six months, any competitor unless permitted by the management.

6.3 You will work under the supervision of such officers as may be decided upon by the management from time to time. You shall diligently and satisfactorily carry out instructions given to you by your superiors in connection with the work assigned to you to the best of your skill and ability.

6.4 You will employ yourself efficiently to the best of your ability, will devote your whole time to the work of the organization and will not engage yourself directly or indirectly either honorary or on remuneration in any service, trade, business, vocation or occupation (including agency of an insurance company or in advisory capacity). Also, you will not appear in any examination or attended classes without prior and written approval of the management.

6.5 During the tenure of service, you will keep your emoluments secret from other members of this organization and will treat all information coming to you as strictly confidential and the information contained in all documents and papers and other matters relating to the company will not be divulged by you to any person other than those of the management.

7. DISCIPLINES:

7.1 You will strictly observe punctuality, however, in exceptional circumstances expressly explained by you, the management shall allow a grace period up to 10 minutes at the start of your duty period but you shall not be allowed to join duties later than one hours of the starting time and will be marked as absent. In case you will come later than 10 minutes on three days in a months, your one day leave shall be deducted for every such three days on which you will come late as aforesaid. The privilege of the grace period is not accumulative. Besides deduction as started hereinabove, disciplinary action for habitual late coming can also be initiated.

8. COMMUNICATION:

8.1 For any service or notice or communication of whatever kind, you will be informed by email or through meeting. The management may also pasts a copy of the letter on the notice board which shall be considered to be sufficient service on you. It will be your duty to intimate in writing to the management whenever there is any change of your address, contact no or any other personal details. Also, you will not refuse to accept any communication as offered to you for personal delivery.

9. LEAVES AND RULES:

9.1 Absence for a continuing period of 8 days including absence when leave though applied for but not granted and when over-stayed for a period of 8 days would make you to lose your lien on the service and the same shall automatically come to an end without any notice or even intimation. In such an eventuality, the Management will draw an irresistible presumption that by remaining absent continuously and unauthorized, you have abandoned your job.

9.2 Privilege/Earned leave shall be allowed as per company's norms. Grant of leave will depend on the exigencies of work and shall be at the discretion of the management. Before proceeding on leave, you will have to apply for leave 7 days in advance to the appropriate authority and seek the prior sanction of leave. Similarly, for extension of leave, an application will have to be made in advance so as to reach positively before the expiry of leave originally granted. Mere submission of application will not mean that the leave has been sanctioned. The causal/sick leave will be given as provided under the law

depending upon the justification of the ground for availing of leave and the genuine medical certificate supported with the application of leave. Entitlement of sick leave, when covered under the ESI Act will be only when your application will be supported by ESI Step. The Management will be within its rights to get you medically examined to verify your alleged sickness.

10.MEDICAL:

10.1 The management shall have the right to require you to subject yourself at any time during employment with the Company to medical examination. If you are not found medically fit, you may be terminated at any time by giving you one month's notice or salary in lieu thereof.

- 11.You will be bound by rules and regulations enforced by the management, from time to time in relation to conduct, discipline leave, holidays or any matter relating to service conditions which will be deemed as rules, regulations and orders in the part of these terms of employment. Company reserves right to change the rules anytime and employee shall follow it. The Management reserves the right to modify, after or delete the existing service rules or to introduce fresh service rules which will be binding upon you.
- 12.Your increments/promotion and demotions will depend at the sole discretion of the management depending upon your efficiency, intelligence, regular attendance, sense of discipline, loyalty and good behavior and also subject to the prosperity of the organization. In case of continuous poor performance management reserves right to follow the rule no.4 and act as per that.
- 13.In case you are charged with any act of misconduct, you may be suspended from service pending enquiry. During suspension period, you will be entitled to 50% of your salary towards suspension allowance subject to your marking of attendance on the working days at any time during working hours. While claiming suspension allowance, you will give an undertaking or affidavit every month in writing that you were neither employed nor self-employed during such period.
- 14.That in case of resignation, the Management reserves the right to accept it with immediate effect whereas during that period, you will not join and organization without written permission of the Management.
- 15.That on resigning from the job, you will be required to give 1.5 month of advance notice and acceptance of 1.5 month salary in lieu of notice will be at the discretion of the management.in case of fresher they also same rule, if he/she leaves job without notice period then he/she will not eligible for any certificates and letters from company.
- 16.Management reserves the right to terminate an employment with valid warnings and performance analysis. That no earned leave even due will be sanctioned during one month notice

period on termination by the management or during 1 month of notice period on resignation from the job.

17. The continuation of your service is subject to your being found and remaining medically, physically and mentally fit.
18. You will automatically retire without any notice on your reaching the age of 58 years. You can continue in service even after attaining the age of retirement, you can be retired thereafter by giving you one month's notice or salary in lieu thereof.
19. This appointment is based on the information given by you to us in your employment/personal data form and otherwise, and shall be considered null and void if a material error/suppression or false detail is discovered therein at any time. In that eventually, the management can recover the payment made to you towards your remuneration during employment.
20. Besides above conditions, you will abide by the service Rules/Regulations or standing as in operation besides office orders which are issued from time to time. The service Rules/Regulations can be modified/replaced by the Certified Standing Orders which will be binding upon you.

In case the terms and conditions are acceptable to you, please sign the duplicate of this appointment & joining letter in token of your having understood and having accepted the same and return the same.

Yours faithfully.

Miss. **Sonam Aware**
Human Resource Manager,
AB Software Solution, Satara

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