

To

WDC

Mr. Ravindra More
Shri Datta Apt.,Jai Laxmi Soc.,
Flat No.07,Bhusari Colony,
Kothrud Depot,
Pune – 411038

Dear Mr. More,

We are pleased to appoint you as ' **Software Developer**' with effect from **28thOctober 2009**.The terms and conditions of your employment will be as per the details in the enclosed Annexure.

The General Terms and Conditions of Service of the Company with such modifications as may be made from time to time will apply to you. A copy of the current General Terms and Conditions is annexed hereto.

You will be required to do such work as will be assigned to you from time to time. The provisions of the Industrial Disputes Act will not be applicable to you, as you will not be a "workman" within the meaning of the said Act. You will attend to work before and after regular office hours as well as on holidays as the exigencies of work demand for which you will not be entitled to any further remuneration.

During the term of your employment with the Company, you shall not engage in any employment or act in any way, which either conflicts with your duties and obligations to the company or are contrary to the policies or the interests of the Company or any of its associated companies.

You will maintain strict confidence and secrecy.

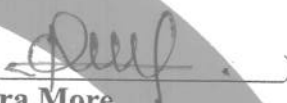
In case of your default and loss of confidence in you, we shall be entitled to terminate this Agreement forthwith and without any notice and our decision shall be final and binding on you. However, this agreement could be terminated by either side without any default or any reason as per the instructions laid down in the terms of employment.

If the above terms (including the General Terms and Conditions) are acceptable to you kindly sign and return the duplicate copy of this letter in token of your acceptance.

Yours truly,
For Web Development Company Limited


Harsh Hada
Executive Director

I accept


Ravindra More

Date: (28/10/09)
Web Development Company Ltd

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Web Development Company Limited

Kolkata 700 091, WB, India

J3, Block GP, Sector V, Salt Lake

Ph. ://91.33.3018 1111/1158, Fx ://91.33.3018 1155, <http://www.wdc.in>

ISO 9001 : 2000 Certified



Terms of Employment for Employees

Service Agreement

Each employee shall sign an agreement in such form as the Company may prescribe from time to time.

Probation

An employee will be under probation for six clear calendar months (unless otherwise decided by the company) from the date of joining. Probation of an employee may be extended for a period as deemed fit by the company at its discretion and the employee will continue to be in probation until a letter of confirmation is issued in writing.

Notice Period

During the employment period, the services of any employee may be terminated by the company without any default or any reason what so ever by giving a 30 working days notice or 60 days salary in lieu of the notice period. If any employee is willing to terminate the contract of employment or wants to disassociate with the Company after Confirmation he/she will have to give:-

2 (Two) month notice to the Company

or

2 (Two) months salary to the Company

Which ever of the above will be preferable for the interest of the Company subject to the Discretion and satisfaction of the Company.

In event of you being assigned with any project or is deployed with the client, you can terminate the contract of employment by giving 90 days notice period or on payment of 3(Three) months salary in lieu of notice period irrespective of whether the employee is permanent or on probation. However the company reserves the right to accept or reject such termination of the employment contract.

This notice period clause will not be applicable to employees who have signed the "Employee Onsite Agreement" with the Company. For them the period of Contract as mentioned in the Onsite agreement will be applicable, and they will have to abide by the terms and conditions as mentioned in the "Employee Onsite Agreement".



Abandonment and Automatic Termination of Service

Absence for a continuous period of ten days without information (including absence when leave though applied for but finally not granted) would make you lose an employee's lien on the service and the same shall automatically come to an end without any notice or intimation.

Accommodation

1. It is the responsibility of an Employee to find his / her accommodation. If such accommodation and its terms of occupation are approved by the Company, its tenancy may be taken over by the Company at the request of the Employee in which case the Company will bear the actual rental for unfurnished accommodation upto such limit which may be determined by the Company at its discretion. Any excess of actual rental above the specified limit shall be borne by the Employee and shall be deducted from his salary.
2. Where an Employee is provided with the Company owned / leased accommodation he / she will not receive House Rent Allowance.

Personal Services

You shall personally perform the work as directed by the Company and shall have no right to delegate, in any way, the responsibility. You shall have no right to hire, supervise or pay assistants, except as specifically directed in writing, in advance by the Company.

Medical Fitness

You shall maintain yourself in state of medical (physical and mental) fitness and ensure frequent medical check ups. Any neglect on your part in this regard may render your services liable for termination with immediate effect not withstanding anything contained in this Agreement.

Transfer/ Secondment

The Company shall be entitled to transfer or second your services with continuity to any of the branches or sister concern companies or any third party / client, whether existing or which may be set up in future whether in or outside India without any change in the terms and conditions of the employment at the sole discretion of the Company.

Late and Early Working

You will be required to do such work as will be assigned to you by the Company from time to time. You will attend to work before and after regular office hours as well as on holidays as the exigencies of work demand for which you will not be entitled to any further remuneration.



However, you will be entitled to all benefits available to you in accordance with the company policies in this regard.

Time and Attention

During the continuance of your employment you shall unless prevented by incapacity devote your full time, energy and attention to the business of the Company and shall not be in any way directly or indirectly engage in any other undertaking, business, profession or employment whatsoever including part time employment or be concerned or interested in any other business of a similar nature or competitive with that carried on by the Company provided that nothing shall preclude you from the holding or being otherwise interested in any shares, debentures or other securities of the Company.

Leave

An officer will be entitled to eighteen days of leave for each completed financial year of service. He/she will not be entitled to any pro-rata leave for any part of a financial year before confirmation except that in which he/she joins the Company and such pro-rata leave will accrue to him/her only on completion of current financial year.

Leave should normally be availed of by an Employee within the financial year during which such leave has fallen due to him/her.

An officer should apply to the Company in writing for annual leave at least 15 days prior to the proposed date of commencement of leave. Sanction of such leave or any part thereof shall be solely at the discretion of the Company.

The Company may, solely at its discretion, require an Officer to avail to annual leave either in full or in part, at any time convenient to the Company.

Maternity Leave

All women employees who have completed at least 160 days of service in the Company would be entitled to maternity leave with full pay for a total period of 12 weeks, of which not more than 6 weeks shall proceed the date of expected delivery. Application for such leave has to be submitted along with medical certificate at least 3 months prior to the proposed date of commencement of leave.

Leave Encashment

An employee can encash unavailed annual leave at the end of the financial year. The Leave Encashment is calculated as per the Annexure. Leave Encashment is applicable only to employees only on completion of 2 years from your date of confirmation.



Leave Travel Allowance

You are eligible for LTA only on completion of 2 years from your date of confirmation and the amount will be calculated as per the Annexure.

Confidentiality

You shall acknowledge that confidential information and material regarding the Company and its clients have been or will be disclosed to you solely for the purpose of assisting in performing your duties. Such information and material are and will remain the property of the Company. The phrase confidential information and material shall include, but is not limited to all information belonging to the Company and its clients relating to the their respective services, products, customers, business methods, strategies and practices, internal operation, pricing and billing, financial data, costs, personal information, suppliers, contracts, sales, technology, computer software and systems, inventions, developments, trade secrets of every kind and character, information designated by the company or its clients as confidential and all other information that might reasonably been as confidential.

You shall acknowledge that you may use such confidential information and materials only during the term of employment and solely for the purpose of such employment, and that this right shall expire upon your discharge or resignation. You shall therefore agree not to use for your benefit or for the benefit of any other person or entity except as specifically authorised in writing in advance by the Company or divulge to any person or entity for any reason, any such information and material related and connected to the business of the Company and its clients / customers / affiliates, either at any time during the term of your employment or any time after its termination.

You shall be required not to directly or indirectly disclose or divulge to any person or entity, including to the client or to any colleagues or co- workers of the Company either during or after your period of employment, your remuneration/ terms of employment.

Non Competition

During the term of your employment and for 12 months after termination of your relationship with the Company for whatsoever reason, whether such termination was at your insistence or the Company's, you shall agree that you shall not as principal, employer, stock holder, partner, agent, consultant, contractor, employee or in any other individual or representative capacity,(a) provide or attempt to provide or solicit the opportunity to provide , directly or indirectly or advise others of the opportunity, any services of the type rendered by you to the Company or for the benefit of any of its clients,(1) to which you have provided services in any capacity on behalf of the Company or (2) to which you have been introduced or about which you have received information by the Company or its clients for which you have performed services in any capacity on behalf of the Company or (b) retain or attempt to retain, directly or indirectly for yourself or any other party, the services of any person, including any of the Company's employees, who are providing services to or on behalf of the Company while you were employed with the Company and to whom you have been introduced or about whom you have received information by the Company or by its clients for which you have performed the services in any capacity on behalf of the Company. In the event of employee joining the client company within the above mentioned



period, WDC will not be liable to pay any full and final dues or can claim last month salary paid to the employee.

Invention/ Discovery / Copyright Works

You shall disclose fully and promptly to the Company the following:

Any and all work done during the term of your employment including articles, write ups, reports, commentaries, analysis or drawings produced (hereinafter called "works"), inventions, processes, innovations, discoveries, developments, designs, techniques, formula improvements. Computer programs and other related technical material, relating to the business of the Company which you shall write, discover, conceive, make, generate to practice alone or jointly with others during your term of employment with the Company and resulting from such employment whether or not they are patentable and copyright-able. All such rights shall belong to the Company as the works have been carried out on work have been carried out on work for reward basis. No rights shall be reserved to you. You shall execute and transfer if necessary, at any time upon company's request, any certification affidavit or other documents confirming the ownership rights under this head. Upon request at any time during or after the term of this Agreement and at the expense of the Company you shall assist the Company including its attorneys in preparing and prosecuting application for patents or copyrights relating to such works, inventions, processes and other materials. You shall also execute all papers in connection with the performance of all tasks that may be reasonably necessary to protect the rights of the Company and to vest in it or its assigns ownership of the inventions, applications, copyrights and patents herein contemplated.

Negligence

If you are guilty of any inattention to or negligence in the conduct of the business or of any other act or omission inconsistent with your duties or any breach of the terms and conditions of your employment for which the Company shall be the sole judge and you shall be liable for appropriate legal action including immediate termination of your employment.

Non- Performance

WDC shall at any time be entitled to terminate the employment of the Employee in the event, inter-alia, of poor performance or the performance of the Employee not matching the expectation/requirement of WDC from time to time. If any time, during the Training / Probation Period, the employee does not show the expected performance or remains absent without prior permission or misbehaves, his service can be terminated by giving One Day's Notice or by making payment of one day in lieu of notice.

Income Tax

Income tax or any other taxes or levies that may be payable on the salary and the other benefits & perquisites shall be chargeable in the hands of the Officer concerned.



Gratuity

You will be eligible for payment of gratuity as per the Payment of Gratuity Act, 1972 and the amount will be calculated as per the Annexure and will be paid as per the Act.

Forfeiture

Notwithstanding anything contained herein before, the Company shall be entitled without prejudice to any other remedy available in law, to apply any money due to an Officer from the Company towards making good, in full or in part, any loss or damage that the Company may have suffered by reason of his/her default or misconduct.

Disclosure of Facts

In the event of the information furnished by you in your application to the company or in the testimonials with regard to your educational qualifications/prior employment and experience history are found incorrect or willfully withheld, you will be liable for termination or such action as may be deemed fit by the management.

Compliance with Copyright Laws

You shall inspect all computers within your charge and control as soon as the same is first brought under your charge and print a listing of all software loaded on the machine's hard disk. You shall not use any software for which appropriate license has not been obtained and shall observe the conditions of all legal software being used by the Company. You shall be responsible for and shall be liable for the consequences of any illegal or pirated software or failure to comply with the terms of the license in respect of any software being used by you or which is found on your computer.

Professional Ethics

You are required to deal with the Company money, material and documents with utmost honesty and professional ethics. If you are found guilty at any point of time of moral turpitude or dishonesty in dealing with the Company's material, document or theft or misappropriation regardless of a value involved, your services would be terminated with immediate effect, notwithstanding any other terms and conditions mentioned in the appointment letter.

Remedies or Breaches

You shall ratify that monetary damage would be an inadequate remedy for any breach of the terms contained herein committed by you. As a result of the said breach, the Company shall be entitled to temporary restraining orders and injunctions and permanent restraining orders and injunctions to prohibit such breach(s). This paragraph is in no way meant to limit that remedies which the Company has at law or equity for such breach(s) by you of any terms and conditions mentioned in the appointment letter and the Company reserves the right to proceed on more than one cause of action including seeking damages as well as injunctions and restraining orders.



Effect of Agreement

The terms and conditions contained in the Appointment Letter shall ensure to the benefit of and shall be binding on you and the Company hereto, the successors and assigns of the Company and your heirs and personal representative. Your rights, obligations and duties under the aforesaid Letter shall not be assigned by nor are they assignable by you.

Severability

If any term in this Agreement is found by competent judicial authority to be unenforceable in any respect, the validity of the remainder of this Agreement will be unaffected, provided that such unenforceability does not materially affect the parties' rights under this Agreement.

Arbitration

In the event of any dispute / disagreement/ difference of opinion over the interpretations of any of the terms herein above contained excluding those governed by Judicial Remedies abroad for any claim or liability, payable in India, the same shall be referred to the arbitration of Executive Director of the Company and the decision of the Arbitrator shall be final and binding upon all the parties hereto. Such reference shall be deemed to be a submission to arbitration under the Arbitration and Conciliation Act, 1996 or any modification or statutory re-enactment thereof. The venue of Arbitration shall be Kolkata, India subject to the jurisdiction of Courts in Kolkata, which shall have exclusive jurisdiction in proceedings to enforce the arbitration.

General

The Employee shall devote the whole his/her time, attention, abilities exclusively to the business of the Company and shall in all respects obey and conform to the regulations from time to time issued by the Company and applicable to him/her, and shall at all times well and faithfully serve the Company and use his/her best endeavours to promote the interests thereof. The Employee shall not, while in the employment of the Company be engaged in any other employment or business whatsoever or accept any other emoluments without the previous consent in writing of the Company.

The employee shall not, except in proper course of his/her duties, disclose or divulge to any person or persons whosoever or other than in connection with the Company's business, himself/herself make any use of information of secret or confidential character acquired by him during period of such employment relating to client proposals, software programs or other technical details used by the company or by any person in its employment.

Employees in general shall be governed in all matters by the Company's rules and regulations, which are in force from time to time. The above terms should be deemed to be a part of the Service Agreement.

The Company reserves the right at its sole discretion to alter, amend or substitute without notice these Terms of Employment or any one or more of them, either generally or in the application thereof to specified Officers. The facilities to which an Officer is eligible will be governed by the Terms of the Employment, as applicable to him/her in force from time to time and no claims will be entertained on superseded terms.

Name : Ravindra More**Designation:** Software Developer

SI No.	Monthly	Annual
1 Basic Salary	Rs.10,800.00	Rs.129,600.00
2 HRA	Rs.4,500.00	Rs.54,000.00
3 Special Allowance	Rs.1,900.00	Rs.22,800.00
4 Home Travel Allowance	Rs.800.00	Rs.9,600.00
5 LTA	-	Rs.8,640.00
6 Retirals	-	Rs.17,280.00
7 Leave Encashment	-	Rs.12,960.00
8 Continuity Bonus ****	-	Rs.10,800.00
Cost to Company	Rs.18,000.00	Rs.265,680.00

With respect to Sl. Nos. 2 , you would have to produce supporting bills or receipts, expenses vouchers for reimbursement after every quarter of a financial year failing which income tax will be deducted at source on the amounts.

From the above monthly salary Income Tax and Professional Tax on actuals are the only deductions

You will be eligible for this benefit only after completion of 2 years from your date of confirmation. This amount will be paid to you on an Bi- Annual Basis.

