

20-May-2022

To,

### Viswanath prakash Patil Pune

Dear Viswanath prakash Patil,

### Subject: Letter of offer of employment/ Appointment Letter

On behalf of HiyaMee Private Limited (the “**Company**”), we are pleased to offer you (hereinafter referred to as “Employee” or “You”) a position as **“Software Engineer”** for **“Pune”** Location.

At the outset, we thank you for considering HiyaMee Private. Limited. Our endeavor is to provide you with a satisfying and challenging work environment along with a successful growth path.

For annual compensation please refer **(ANNEXURE I - EMPLOYEE REMUNERATION STRUCTURE)**

Please see **ANNEXURE A** for what we believe to be the key / significant terms and conditions of employment that would be applicable to you (“**Employment Agreement**”). You would, in addition to what is specified in this offer letter and the Employment Agreement, be bound by / required to comply with all internal policies, rules and regulations of HiyaMee Private Limited (as presently applicable / in force), which would be made available to you immediately upon commencement of your employment with us. [If you would like to read through any of the internal policies, rules and regulations (as presently applicable / in force) prior to acceptance of this offer and / or have any questions regarding the same, we request you to reach out us.

This offer is effective as on **24-Jun-2022** please sign and return a copy of this offer letter and the Employment Agreement, indicating your formal acceptance of the terms and conditions of employment herein.

By replying to this email, you confirm your acceptance of the offer and the terms of employment.

We take this opportunity to welcome you to ***HiyaMee Private Limited and*** wish you a long and successful career with us.

|  |  |
| --- | --- |
| For ***HiyaMee Private Limited*** | **ACCEPTED** |
| **V T Sunil**  **Director – Human Resources** | **Name: Viswanath prakash Patil** |



## ANNEXURE A

**Employment Agreement**

## TERMS AND CONDITIONS:

**Employment**

1. **Engagement:** As from the date of this Agreement, the Company will employ you, as per the terms indicated in the Letter of Appointment.
2. **Duties:** You will promote the Company’s interests at all times and carry out such other duties as may be assigned, consistent with your status and position in the Company. You would be required to act under the supervision of the respective Reporting Manager, as designated by the Client and keep the Reporting Manager reasonably informed about your activities pertaining to the Client. You may also undertake other activities, provided the same is beneficial to the Client and not detrimental to the interests of the Company and the Client, with prior approval of the Company & Client. In the event you are holding any position in any other firm, company or other entity, then you shall resign from the same.
3. **Hours of work:** Your usual hours of work will be as per the Client’s policies in force from time to time.
4. **Probation & Leave Policy:** As per Client’s policies in force from time to time

## Remuneration and Benefits

1. **Remuneration:** You shall be entitled to receive the remuneration as detailed in **Schedule I.** This will accrue daily and shall be payable monthly in arrears by credit transfer to your account, by 7th of every month.
2. **Deductions at source:** All statutory requirements of tax, social security contributions [including inter alia towards “provident fund’ and “employee state insurance” (if applicable)] to be deducted at source by the Company, will be complied with, by the Company, and all funds paid to you will be after all such appropriate deductions have been made there from.
3. **Time Sheets:** You shall send a soft copy of the time sheets duly approved and signed by your Supervisor three business day in advance for processing salary every month to the following address: [**timesheets@hiyamee.com**](mailto:timesheets@hiyamee.com)
4. **Salary Payments**: Salaries will be processed & paid on or before the 07th of the current month subject to the approved timesheet are submitted to us before 02nd of the current month for the previous month.

## Travel, Transfer and Relocation

1. **Travel:** During the term of Employment, you may be required to travel to other offices/clients associated with the Company, whether in India or abroad on a need-to basis.

## Use of personal information, Intellectual Property and Confidential Information

1. **Use or Disclosure of Personal Information:** You hereby authorize the Company, any individual, firm, or agency to divulge, share or otherwise reveal, any and/or all information pertaining to you, to the Company or its agents or representatives. You agree to execute the necessary document / provide consent in the form enclosed on our associated internal portal.



1. **Intellectual Property (IP):** Copyright or other intellectual property may subsist in the work that is expected to be generated by you during your duties under the Agreement. Any such IP rights shall vest absolutely in the Company, and you undertake to execute any necessary documents, and do whatever else may be necessary to secure those rights, including a deed of assignment of any IP substantially in the form enclosed on our associated internal portal**.**
2. **Confidentiality:** You shall be required to execute a Non-Disclosure and Non-Compete Agreement with the Company in the form enclosed on our associated internal portal and agree to be bound by the terms thereof as part of your employment with the Company.

## Variation and Termination

1. **Variation:** No variation of this Agreement shall have effect unless given in writing and initialed in acceptance thereof and in agreement thereto, by or on behalf of both parties.
2. **Termination by Client:** As per Client’s policies in force from time to time. If in case terminated by the Client, you may be re-assigned to other projects based on the availability of the project, if projects are not available for re-assignment, you will be terminated with immediate effect.
3. **Termination by Company:** The Company may, immediately and without notice, terminate your services with "Cause". The term "Cause" shall, as used in this Document, mean (1) the commission of a crime involving moral turpitude, theft, fraud or deceit; (2) conduct that has an adverse effect on the Company s reputation; (3) substantial or continued unwillingness or inability to perform duties assigned to the EMPLOYEE; (4) gross negligence or deliberate misconduct; (5) any material breach of terms and conditions specified in this letter; (6) Un-authorized absence from work for a period of three or more consecutive days without due consent or notifying your superior officer. (7) Providing any false information to the company.

## Miscellaneous

1. **Notices:** Any notice to be given pursuant to this Agreement, by the Employee or the Company to the other, shall be in writing and signed by (or on behalf of) the person giving it.

The notice details for the Employee are:

Refer to the details provided in the employee information sheet.

The notice details for the Company are:

Wework Prestige Cube Site No. 26 Laskar, Site No. 26, Hosur Rd, Adugodi, Bengaluru, Karnataka 560095 Email – [karthik@hiyamee.com](mailto:karthik@hiyamee.com)

1. **Notice Period**: As per Client’s policies in force from time to time
2. **Severability:** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect.
3. **Governing Law and Jurisdiction:** This Agreement shall be governed by the laws of India. Subject to Clause 20, the courts at Bengaluru shall have exclusive jurisdiction to settle any dispute that may arise in relation to the interpretation and performance of this Agreement.
4. **Previous Agreements:** This Agreement supersedes all previous agreements and arrangements (if any) between you and the Company in relation to your employment with the Company. All such agreements and arrangements are terminated by mutual consent with effect from the date of this Agreement.
5. **Background Check:** The Company reserves the right to verify the information furnished by you in your application for employment and through other documents. If it is found that you have misrepresented any



information in your application for employment or have furnished any false information or have concealed

/ suppressed any relevant material facts, your services are liable to be terminated any time, without any notice or compensation in lieu thereof.

1. **No Show:** Failure to report at the specified office on the “effective date” shall be deemed as "No-Show". In such an event, the offer stands cancelled, and you shall be liable to pay one month's salary as penalty to the company for the loss suffered by the company.
2. **Dispute Resolution:** You and the Company agree to negotiate in good faith to resolve any dispute between you and the Company regarding this Agreement. If a party gives the other party a notice that a dispute has arisen (“**Dispute Notice**”) and the parties are unable to resolve the dispute amicably within 30 (thirty) days of service of the Dispute Notice (or such longer period as the parties may mutually agree), then either of them may invoke arbitration proceedings for the resolution of the disputes and differences which shall be finally settled under the Arbitration and Conciliation Act, 1996. The arbitration panel shall consist of 3 (three) arbitrators, 1 (one) to be appointed by you, and the other by the Company. The third arbitrator shall be appointed by the 2 (two) arbitrators appointed by the parties as stated in the foregoing sentence. The place of arbitration shall be Bengaluru, India and the arbitration proceedings shall be conducted in English.
3. **Company Properties in Your Possession:** You are expected to take proper care of company properties entrusted to you by the company. In the event of your resignation/termination you are obliged to return all the company's property like access/ ID card, documents, machines, data, files and books etc., in your possession in good condition, or reimburse the value of the same. You shall also officially hand over your job responsibilities to your immediate supervisor or any other person nominated by the management for this purpose.
4. **Non-solicitation:** Employee and Employer have entered into an employment relationship that requires the following terms for both parties’ mutual well protection and satisfaction.

Employee acknowledges that he/she will acquire considerable knowledge and expertise from the Employer as well as from clients, vendors, subcontractors and other employees in the course of carrying out their job duties. Furthermore, Employee acknowledges that he or she may be able to use such knowledge in a manner detrimental to the Employer. Therefore, employee agrees to the following:

* 1. Employee will not, for a period of 12 months after termination of his or her employment, approach any client, customer, affiliate, or business partner of the Employer for purposes of seeking employment or business arrangements in competition with the Employer’s line of business.
  2. Employee will not, for a period of 12 months following termination of his or her employment approach, entice, solicit, or contact any individual in employment at HiyaMee Private Limited for any reason.
  3. Employee acknowledges that any breach in this contract will be subject to court rulings in TamilNadu for direct and indirect damages of up to ten times the annual salary of the employee at the time of employment.
  4. Any notice required or pertaining to this agreement shall be made in writing and delivered either personally or by certified letter to receiving member.
  5. The terms and conditions included constitute the entire agreement between the parties and supersede any communications orally or written previously between either party.
  6. If any or all terms of this Non-Solicitation Agreement are found to be invalid or unenforceable in a court of law, then this Agreement and all remaining terms will remain in full force and effect as if such invalid or unenforceable term had never been included with unenforceable term being replaced by a similar enforceable term as agreed by both parties.



Both parties have appeared on this day and have read and agree with all terms of this Non-Solicitation Agreement listed above.

For ***HiyaMee Private Limited* Agreed and Accepted:**



## V T Sunil

**Director - Human Resources**

**Name: *Viswanath Prakash Patil***



## ANNEXURE I -

**EMPLOYEE REMUNERATION STRUCTURE**

|  |  |  |
| --- | --- | --- |
|  | **PER ANNUM** | **PER MONTH** |
| **CTC** | **7,20,000** | **60,000** |
|  |  |  |
| Basic | 2,88,000 | 24,000 |
| HRA | 1,44,000 | 12,000 |
| Conveyance | 19,200 | 1,600 |
| Medical Reimbursement | 15,000 | 1,250 |
| LTA | 24,000 | 2,000 |
| Provident Fund - EE & ER | 43,200 | 3,600 |
| ESI - EE & ER | - | - |
| Special Allowance | 1,86,600 | 15,550 |
|  |  |  |
| Variable Pay | - |  |
| **Gross** |  | **60,000** |
| **Less: Deductions** |  |  |
| Provident Fund - EE & ER |  | 3,600 |
| ESI - EE & ER |  | - |
|  |  |  |
| **Take Home** |  | **56,400** |

\*Take home is subject to TDS deductions which will be based on salary slab & investment proofs submitted

TOTAL DEDUCTIONS: Professional Tax (PT), Tax Deducted at Source (TDS) if applicable, Employees’ Provident Fund (PF)

**Documents Required at the Time of Joining**

# Relieving letter from your previous two employers

1. Experience letter / Offer Letter your previous two employers

# Most recent salary slips or salary certificate

1. Copies of all educational records (SSC onwards)

# A copy of your passport

1. Three passport size photographs

# A copy of PAN card