



M/s. HECTRANET

"Network Solutions Delivered at Your Doorstep"

Date: 6th January 2023.

To,

Mr. Yogesh Kanhegawankar.

Subject: Resignation and Relieving Letter

Dear Mr. Yogesh,

With reference to your email, informing the company of your resignation from the post of Software Engineer, I wish to inform you that the management has accepted the same. You are relieved from your duties on 6th January 2023 with immediate effect, after completing the relieving formalities and handing over the charge to the designated person.

You are also requested to hand over all the property belonging to the company which was issued to you on account of your employment.

We wish you the best in your future Endeavour.

Yours Faithfully,

For M/s. Hectranet.

M/S. HECTRANET

Shelar

06 JAN 2023

AUTHORISED SIGNATORY
Ms. Supriya Shelar

HR Department.

Admin, Baner Office.



Front Office - Shop 9, Ground Floor, Sita Enclave, Gogol, Margao, Goa-403601.

Goa Office - 1st Floor, Bolshe Plaza, Above State Bank of India Gogol Branch, Near Gogol Circle, Margao, Goa-403602.

Pune Office - Fourth Floor, Srushti Elegance, Near Salt Hotel, Balewadi Phata, Baner, Pune, MH-411045.

Email- sales@hectranet.com Website - www.hectranet.com - Phone 0832-2759073 / 7038730468



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TO WHOMSOEVER IT MAY CONCERN

This is to certify that Mr. Yogesh Kanhegawankar with employee ID 221003 has been working with the M/s. Hecranet as Software Engineer for the period 1st March 2022 to 6th January 2023. He has been a part of our Digital Marketing Team.

During his tenure with M/s. Hectranet, we found him very hardworking, honest and punctual, reliable and his performance met the Company's expectation. We certify that there is no liability against him unless specifically mentioned in the relieving letter.

M/s. Hectranet wishes him best of luck for betterment for his future and success in his future endeavors.

Yours Faithfully,

For M/s. Hectranet
M/S. HECTRANET

S. Shukla

06 JAN 2023

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Date :- 1st March /2022.

Mr. Yogesh Kanhegawankar

S.No. 55-5 Shanti Nagar, Wanawadi Pune-411040

LETTER OF APPOINTMENT

Congratulations! We are pleased to confirm that you have been selected to work for M/s. Hectranet We are delighted to make you the following job offer for the post of Software Engineer in the Digital Marketing Team at our Baner office.

1. Probation

- a. You will be on probation in the first instance for a period 3 months from the date of your joining duties with us. It may be extended by the company if found necessary. We also reserve the right to terminate your services during the above period at any time without assigning any reason whatsoever and without notice or pay in lieu thereon.
- b. On completion of the probation period, if your services are found satisfactory, you will be confirmed by a separate letter.

2. Salary

You shall be paid a base annual salary of Rs. 2,52,000.

3. Duties and Responsibilities:-

- a. You will be subject to the rules of the establishment as applicable from time to time and the prevailing laws applicable to you.
- b. You will be required to attend duties and when required at timings in any shift at present in existence or which may be started subsequently which may be nominated by us consistent with the requirement of the organization. It should not be presumed that the scope of your duties is circumscribed or limited by your designation and it should be clearly understood that we reserve to ourselves the absolute right to allot you any type of duties whatsoever consistent with the work requirements and the nature of your employment.
- c. Your position is a whole time employment with the company and you shall not take up any other work or remuneration part time or otherwise without prior permission of the management. You

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will also not work without written permission of the company elsewhere with or without remuneration in your spare time in any capacity whatsoever.

- d. Throughout your continuance of services with the company, you should be medically fit and free from any disease. It will be open for the company to require you to undergo such medical test as may be determined and in the event, the company finds it unsuitable for you to be continued on medical grounds, the decision of the company in that case shall be final and your services will be liable to be terminated.
- e. In the event you desire to take any educational course, it shall be binding on you to inform the company regarding the same.
- f. You will not without the consent of the management disclose or divulge or make public except on legal obligations any information regarding company matters and demonstrations on research carried out whether the same be confined to you or become known to you in the course of your service or otherwise.
- g. You shall observe strict secrecy regarding the business of the company and shall not divulge directly or indirectly or disclose to any person any affairs or any information regarding the company. You shall also not publish any written articles or deliver any talk or give any interview on any subject related to the company.
- h. You shall be responsible for safe keeping and return in good condition and order, the company's property which may be in your use/custody/care or charge. The company reserves the right to deduct money value of all such items from your emoluments and/or take such action as it deems proper in the event of your failure to account for them to the satisfaction of the company.
- i. During the course of your engagement with the Company, you are expected to work with your colleagues, superiors, juniors from and other departments in harmony. You are required to maintain discipline. You are required to develop skills as per the Company standards, policies and benchmarks designed from time to time. The Company has a zero tolerance policy towards religious, racial, gender discrimination; slurs, innuendoes or any such remark with would hurt the sentiments of other employees or any person in the process and disturb the harmony in the Company. If you are found indulging in such acts, your services are liable to be terminated without notice.
- j. You shall be required to enter into agreements with the Company time and again in accordance with the prevailing Company policy. You will also be bound by the company policies which shall be framed from time to time.

4. Transfer:-

During the tenure of your employment with the company, you will be liable to be transferred to any Dept., Section, Establishment of the company or at any other place where the work of the company is carried out. You shall also be liable to be transferred to such establishments which may be newly established after your joining the company. You will be covered by the rules and regulations and the terms and conditions applicable at the place where you shall be posted/transferred/deputed.

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5. Leave:-

You will be allowed leave as per the current notifications of the company and as per the notification issued from time to time. You shall also fully abide by the travel and deputation rules as notified by the company from time to time.

6. Termination:-

The letter of appointment is being issued to you on the clear understanding that there is nothing on your past record which would have prevented the Management from offering you employment. If however, it is found at any time hereinafter that your past record is objectionable or if any declaration given by you or statement made by you to the management is false or if you have willfully suppressed any material information, in such a case you will be liable to be removed from the services of the company forthwith without any notice.

After confirmation, your services can be terminated for any reason whatsoever by giving you 1 Month' notice or salary in lieu thereof. In the event you wish to resign from the services of the Company you are liable to give 1 Month' notice or salary in lieu thereof. The management shall have the discretion to relieve you during the notice period by paying salary for the balance notice period.

7. Provident Fund:-

In accordance with the law the Employees Provident Fund Act 1952 will be applicable to you and you will be required to join the Provident Fund scheme as per rules. Please intimate to us in writing your provident fund account number forthwith in case you were a member of the said scheme during your previous employment. If no reply is received from you, your case will be treated as if you were not a member of the provident fund scheme.

8. CONFIDENTIALITY AND NON DISCLOSURE:-

- a. The Employee acknowledges and agrees that nothing contained in this Agreement shall be construed as granting any confidential information and /or intellectual property rights to the consultant, or otherwise under this agreement.
- b. The company shall be entitled to all confidential information and intellectual property rights in all the work that the Consultant shall perform for the company in accordance with the terms and conditions of this agreement. The employee acknowledges and agrees that nothing contained in this Agreement shall be construed as granting rights to the Employee, by license or otherwise in or to any project materials and / or any confidential information or intellectual property rights which may be created / performed by the employee during the course of this Agreement with the company under this agreement.
- c. The Employee during the course of this Agreement and even after the expiration / termination of this agreement or abandonment of his services shall not either himself or acting by or through his agents:
 - i. At any time disclose and divulge any confidential information and/ or intellectual property rights to any third party.

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- ii. At any time directly or indirectly, communicate to any third Party or any other unauthorized person or company any confidential matter and / or intellectual property rights concerning the company or the business.
- iii. Directly or indirectly communicate upon any matter concerning the confidential information or intellectual property rights to any of the company's customers, suppliers, bankers, competitors, ex-employees or other persons with whom the company does the business, except as instructed in the course of his duties.
- iv. At any time use the benefit of any trade secrets, secret processes or secret method of production or organization of the company.
- v. At any time take away any documents or data or any confidential information of the company other than as necessary in the course of his duties.
- d. If the Employee becomes aware of any breach of confidence by any of the employees, ex-employees, agents or sub-contractors he shall promptly notify the company and give the company all reasonable assistance in connection with any proceedings which the company may institute against any such persons.
- e. The provisions of this clause shall survive the expiration or termination of this agreement or abandonment of his services.

9. REMEDIES FOR BREACH OF CONFIDENTIALITY / INTELLETUAL PROPERTY RIGHTS

- a. The Employee agrees and acknowledges that any disclosure of any confidential information prohibited herein or any breach of the confidentiality clause stated hereinabove may result in an irreparable injury and damage to the company which will not be adequately compensable in terms of monetary damages. The company will have remedies available to it at law or in equity to obtain such preliminary, temporary or permanent, mandatory or restraining injunctions, order or decrees as may be necessary protect the company against any breach by the Employee of the provisions contained herein and the Employee agrees to reimburse the reasonable legal fees and other costs incurred by the company in enforcing the provisions of this agreement.
- b. The Employee agrees and acknowledges that any disclosure, misappropriation, conversion or dishonest use of the said confidential information shall, in addition to remedies mentioned above make the Employee criminally liable for breach of trust u/s 405 of the IPC and such other offence depending upon the criminal act of the employee.
- c. For the purposes of this Agreement, 'Confidential Information' means and includes all the information of the company, its sister concerns, joint venture entities and such other entities that the company may undertake from time to time and which may pass through or come to the knowledge of the employee during the course of his employment and training with the company pursuant to the business agreement whether oral or written and shall include but is not limited to trade secrets, knowledge, instruments, data, document, reports, statements, logs, records, correspondence, discussions, contracts, know-how, inventions, techniques, processes, plans, algorithm, drawings, copies, lay-out, software programs, source code , semi-conducted designs, schematic designs, business methods, transactions affairs, dealings, finances and accounts, customer lists, contacts,

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- d. Financial information of the company, information, sales and marketing plans, business information of the company and information / data provided by the clients / customers of the company.

IX. ARBITRATION

- Any dispute arising out of this Agreement shall be referred to a sole Arbitrator who is appointed by the Company.
- The venue of such arbitration shall be at Pune, India.
- The arbitrator shall have summary powers to decide the dispute and shall also have power to dispense with the provisions of Civil Procedure Code and the Indian Evidence Act.
- The Arbitration shall be fast track arbitration and shall be concluded within a period of three (3) months.

X. JURISDICTION

It is agreed by and between the parties that the Court in Pune would have jurisdiction with regard to any dispute pertaining to this contract.

It is our hope that your acceptance of this will be the beginning of a long term relationship between yourself and M/s. Hectranet.

Sincerely,

By M/s. Hectranet
M/S. HECTRANET
Authorized
Signature
AUTHORISED SIGNATORY



Supriya Shelar,
Office Administrator, Paner office.

I have fully understood the terms and conditions mentioned in the above said appointment letter. I agree by the same. I have put my signature herein below as a token of my having accepted the said terms and conditions and state that the same would remain binding on me during the tenure of my employment.

Mr. Yogesh Kanhegawankar.

Date: 1st / March / 2022.