

Our Ref. : OIPL/Adm/N/17-18  
Dated : April 2, 2018

Mr. Bhadange Akshay Balasaheb,  
A/P Malegaon,  
Tal Malegaon Dist Nashik.

**Sub. :** Letter of Offer-cum-Appointment & Terms of Employment

Dear Akshay,

Based on the resume you have forwarded to us and basis your performance in the technical interview, we are pleased to offer you an Internship position with the Company. Your appointment on the terms noted below shall be subject to successful attendance and timely progression through the internal training program at OS3. We trust that your knowledge and skills will be among our most valuable assets. You shall be designated as **Trainee Engineer – Software Development**.

**To accept this offer :**

- 1 Sign and date this offer letter on all pages at the bottom.
- 2 Send a copy of this document, signed and dated on all pages, together with the documents listed at the end of this Offer Letter, back to us to arrive latest by **April 9, 2018**. (Emailed copies not accepted)
- 3 Report for official duty at the following address from **1000 hrs on June 11, 2018**  
425-426, Shiv Centre, Sector 17, Vashi, Navi Mumbai 400703.

Should we fail to receive your acceptance by the date indicated above, we shall presume that you are not interested in the appointment, and this **Letter of Offer shall stand withdrawn** at the end of business hours of April 9, 2018.

## TERMS OF OFFER

### DEPUTATION AND REPORTING :

You are being deputed at OS3 Infotech Pvt. Ltd. – Navi Mumbai, and will be reporting to the CTO on all matters until further notice.

### JOB RESPONSIBILITIES :

- To complete all official tasks as assigned to you by your reporting authority and any of your superiors from time to time,
- To coordinate with team members in ensuring smooth completion of daily tasks and targets as assigned to each member, including your own,
- To arrange and carry out continual self and internal training based on guidelines and material as required by the Organization,
- To prepare internal reports and conform to performance norms & parameters to meet and match individual and team performance,
- Dissemination of knowledge gained by you, to other team members through internal training sessions and conscientious documentation of the same on the organization's Knowledge Portal / ERP,
- You shall, in discharge of your functions, observe and comply with all the resolutions, rules, regulations and/or directions as may be amended and communicated to you from time to time, be made or given by the Reporting Authority and/or the management of the Company.

### SALARY :

For the first six months, you shall be paid a gross monthly stipend of INR 3,000 (Rupees three thousand only). This duration may be reduced or extended based on your performance during this initial period. You would be paid an enhanced monthly stipend after your first major review and based on your performance therein. Second class rail fare between the railway stations closest to your Mumbai residence and office / deputed site shall be reimbursed to you upon furnishing evidence of expenditure. Statutory deductions shall be made from your salary, if applicable, as per prevailing Government rules and norms. Only pre-approved and sanctioned expenses incurred by you while on official business

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shall be reimbursed to you. The Company will be entitled to set off against the amounts payable to you, any amounts owed to the Company or its group Companies by you. At all times, the right of first lien on your salary would rest with the Company.

#### **WORKDAYS & DRESS CODE :**

You are currently required to report to work from Monday to Saturday, 1000 hrs to 1830 hrs. However, these schedules may vary based on project / site requirements and shall be observed by you as directed by your superiors from time to time. You shall be dressed in smart formals at all times. Smart casuals are permitted on Saturdays and non-business workdays.

#### **LEAVE :**

You would be entitled to twelve days of paid leave per calendar year (January to December), subject to a maximum of one per calendar month. Leave needs to be pre-approved at all times. You shall be permitted to bunch accumulated past unclaimed leave for that calendar year. Any additional leave intended to be taken by you is also required to be approved in advance. No paid leave shall be granted/accumulate during your training period, if any, and notice period.

#### **TRANSFER :**

The company reserves the right to transfer or depute you to any of its department, functions, office, location, project site, etc., or its subsidiaries and constituents or at client sites located in India or abroad. Refusal to accept transfer and/or work at any locations whether in India or outside India as required by the Company would amount to a gross misconduct entitling the Company to take appropriate action against you, including that of summary termination of service without notice and benefits, if any.

#### **CONFLICT OF INTEREST :**

You are prohibited from undertaking or carrying on any business, trade or profession in any form whatsoever, while you are in employment with us. You also undertake not be associated directly or indirectly with any of our competitors, principal vendors, clients, JV partners and/or associates as a principal, an agent, a freelancer, an employee, a consultant or in any other capacity by whatever name, during your employment with us and for thirty-six months after being released/terminated from our services. Any deviation from this clause, whether intentional or otherwise, would attract severe penalties together with legal and/or disciplinary action. The Company's management shall be the sole and final authority in determining the extent of penalties in such matters.

#### **CONFIDENTIALITY & NON-DISCLOSURE :**

In the course of your employment and at all times thereafter, you shall be expressly prohibited from utilizing, disclosing to or sharing with any person, firm, company, organization or educational institute, the Company's policies, financial status, trade practices, list of clientele and their contact information, and/or data and information that may have come to be known to you as a result of your employment and official status with us. You would be expected to maintain utmost confidentiality with the data and/or information that is entrusted with or becomes known to you as a result of your association/employment with our organization. Forwarding official mail and data to personal mail IDs and devices is strictly prohibited. Official communication is to be carried out using the official email ID provided to you. Any breach of trust and/or deviation from this non-disclosure clause, whether intentional or otherwise, would attract severe penalties and/or disciplinary action. The Company's management shall be the sole and final authority in determining the extent of penalties in such matters.

#### **RULES AND REGULATIONS :**

You shall abide by all the rules and regulations of the Company, which are in force and which may be framed and/or modified and communicated to you, either by email or in writing, from time to time. You shall, in discharge of your functions, observe and comply with all the resolutions, rules, and/or directions as may be communicated to you from time to time, be made, or given by the Reporting Authority and/or your superiors in the Organization.

#### **SAFETY OF COMPANY'S ASSETS AND PROPERTY :**

You shall be responsible at all times for the safekeeping and judicious use of the company's resources, property and assets (physical, intellectual, monetary or otherwise), and observance of all safety and precautionary norms and protocols, failing which the company reserves the right to take appropriate disciplinary action against you. Any property, consumable, resource or asset of the company that is misused, damaged, lost or misplaced while in your custody needs to be replaced by you with an equivalent, forthwith.

#### **PERSONAL SAFETY AND COMPENSATION :**

You shall be responsible at all times for your own safety and well-being. Upon confirmation, the Company would insure you for a basic compensation to cover injuries and death due to accident. Under no circumstances would the Company be liable to pay you or your family and/or dependents any amount in addition to what the Insurance Company hands over to you or your dependant/s as compensation or for loss / decrease in earning or earning potential. The Company would

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have the first lien on the amount and any outstanding amounts due from you would be recovered from the amount before being disbursed to you or your dependents.

**PERSONAL INFORMATION :**

You shall immediately inform your reporting officer of any change in your residential address or civil status. Suppression or falsification of material facts in your resume and/or supporting documents submitted to us, whether wanton or otherwise, or non-disclosure of change in personal / professional information shall be sufficient grounds for your immediate dismissal from service, without benefits, and shall also render you liable to disciplinary and/or legal action.

**TERMINATION AND NOTICE PERIOD :**

This appointment may be terminated by giving two calendar month's notice (by either party) in writing, after completion of the mandatory Service Assurance period. The prerogative of acceptance of salary from you in lieu of your notice period in part or full, rests solely with the Company. You shall, during the notice period, attend to all your regular duties conscientiously and ensure that a proper, complete and smooth transfer of knowledge is facilitated to the person(s) designated to take over from you. You shall not be permitted to take or set-off accumulated leave during your notice period. The company and its management shall be the sole deciding authority to determine whether a complete and smooth handover has been effected by you or not.

The Company shall have the right to terminate your service / internship without notice, in the event of your being found guilty of misconduct of any nature and/or negligence in rendering services or in the conduct of the Company's business or such misdemeanor, which is likely to affect or affects the reputation or the smooth working of the Company or any breach of the terms and conditions contained herein.

The Company shall have the right to terminate your service / internship without notice and without any compensation, in the event of your being found wanting or lacking in learning the technologies assigned to you and applying the same in tasks assigned to you, for which the Company and its duly appointed officers shall be the sole judge.

The Company also reserves the right to curtail your notice period and facilitate your early release from its services, if it deems necessary and fit, without offering you any compensation for the remaining notice period, or by setting off the dues payable to you against unserved notice period.

You further agree that you will not at any time after the termination of your employment with the Company, represent yourself as being in any way connected with or interested in the businesses of the Company or its group Companies. You further undertake that during your employment and after ceasing to be an employee of this Organization, you shall not in any way interfere with the working of the organization or its employees in such as way that disturbs or is detrimental to the smooth conduct of business at the organization.

**JURISDICTION :**

The parties to this Offer cum Appointment Letter irrevocably agree for the exclusive benefit of the Company that the competent Courts in Navi Mumbai or Mumbai (in that order) shall have jurisdiction over any claim or matter arising out of, under or in connection with this document and other service rules and rules framed from time to time and that accordingly any proceedings in respect of any such claim or matter may be brought in such court. Nothing in this clause shall however limit the right of the Company to adopt proceedings against you in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings by the Company in any other jurisdictions; whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

I welcome your association with us, and look forward to a mutually beneficial relationship. Please sign a copy of this letter as a token of your acceptance of the Offer and the terms documented herein.



Prasad Datye | Director & COO | [prasad@os3infotech.com](mailto:prasad@os3infotech.com)

**Accept Job Offer**

By signing and dating this letter below, I, Bhadange Akshay Balasaheb, **voluntarily ACCEPT** the terms and offer made to me by OS3 Infotech Pvt. Ltd.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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**Documents to be Submitted as per the timelines mentioned in this Offer Letter :**

1. Acceptance of this document, dated and signed on each page (in original)
2. Photocopy of PAN Card
3. Photocopy of Proof of Residence (Passport / Aadhar Card / Document issued by a Govt. Authority that is acceptable as a proof of residence)
4. Two passport sized photographs (facial close-up)
5. Photocopy of CTS Compliant cheque leaf of your own bank account
6. Photocopy of Relieving Letter of previous employer (if previously employed)
7. Duly executed Service Assurance Agreement together with Security Cheque (both in original) as specified therein.

*Please note that the cheque remains with OS3 as a security, and is not encashed unless any terms of the Service Assurance Agreement are violated by the Intern. The cheque is returned to the Intern as it is upon successful completion of the two year Internship.*

Please do **NOT** email the documents to us. Partial submission of documents, unless expressly permitted by us, shall not be accepted.

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CIN : U72900MH2010PTC210033. Regd. Office : H-17, RH-4, Sector 6, Vashi, Navi Mumbai 400703, India.