

Ref.No. MSS/HR/EMP /201

Date: January 01, 2019

To,

Manoj khatarkar

H.n. 56 ashok nagar
Pul bogda, Bhopal
M.P 462001

Letter of Employment

Dear **Manoj khatarkar**

With reference to your application and the subsequent interviews you had with us, we are pleased to offer you the post of “**Software Developer**” at our Bhopal office on the following terms and conditions:

Salary: We shall offer you a gross salary of RS. **18000/- per month (Eighteen thousand only per month)** A detailed break up of Salary is attached with this document as Annexure.

VALIDITY / TERM OF EMPLOYMENT

- A. You shall report to work on 1th of Feb 2019 at **10:00 AM at MSS Infotech Software Development, Bhopal.**
- B. It is specifically understood by you that during your employment, you shall neither seek nor accept to be employed, engaged, hired by or in any manner whatsoever, render services to any third party either in India or abroad whether on deputation or otherwise, without our specific approval.

JOB DESCRIPTION

1. Reviewing current systems
2. Presenting ideas for system improvements, including cost proposals
3. Working closely with analysts, designers and staff
4. Producing detailed specifications and writing the programmed codes
5. Testing the product in controlled, real situations before going live
6. Preparation of training manuals for users
7. Maintaining the systems once they are up and running

NOTICE PERIOD

This contract shall be terminable by either party giving 45days' notice in writing to the other party.

PROBATION

- a) You shall be on probation for a period of 5 months.
- b) During the probation period, if your performance is not satisfactory, the management reserves the right to terminate your services without assigning any reason thereof or without any notice or notice pay thereof.
- c) The management also reserves the right to extend the probation and OJT period if your performance is not satisfactory.
- d) However, after successful completion of probation, your appointment shall be confirmed, in writing, by the management.

TERMS & CONDITIONS

- a) You will have to complete your targets assigned by management.
- b) You shall perform the duties and carry out the assignments entrusted to you from time to time efficiently, sincerely and to the best of your ability and capacity.
- c) We shall be the sole arbitrator of the assessment to be made of your working efficiency utility or loyalty to the company while taking a decision to give you increment or promotion to full time position or terminating your services.
- d) You will be required to undergo medical examination during your tenure with the Company. Your continuance in employment would depend on your remaining medically fit.

Reservation of Rights: In the event of your leaving the service of the Company for any reason, you shall immediately repay all outstanding amounts due from you to the Company. The Company at all times reserves the rights to have a lien over the dues payable to you for

recovery Of cash advances / loans advanced to you by the Company and which are outstanding against your name. Your obligation to repay the outstanding amounts will not cease till the time the outstanding dues have been paid back to the Company, even if you have been relieved from the service of the Company. In the event of your leaving the employment of the Company without settling amounts due from you to the Company or if the same are not recoverable, either in full or part, from the dues payable to you by the Company, the Company shall reserve the right to institute appropriate remedial proceedings to recover the outstanding amounts.

e) **Confidential Information:** You acknowledge that the business of the Company is highly competitive and that any information concerning the Company's business (including but not limited to strategies, methods, books, records and documents, technical information concerning its products, equipment, services and processes, customer lists, procurement procedures, pricing techniques and credit and financial data concerning Company's customers and business(affiliates) all comprise confidential business information and trade secrets, vital to the business of the Company. You hereby agree that you will not, at any time during or after your employment with the Company, make any unauthorized disclosure of any confidential business information or trade secrets of the

Company, or make any use thereof, except for the benefit of and on Behalf of the Company. For the purpose of this paragraph, the term "Company" shall also include all affiliates of the company

f) You shall communicate to the Management any change in your residential address, local and permanent.

g) The company shall be entitled to terminate your services without notice on any of the following grounds:

1) You are convicted of a criminal offence by a competent Court of Law/Authority

2) You are found guilty of committing breach of any of the conditions of the employment or rules and regulations of the organization.

3) If you misbehave, disobey or refuse to carry out the courses once signed or take leaves during the course durations.

4) You are declared medically unfit by the medical practitioner appointed by the company.

h) You will abide to the rules and regulations of the company/establishment which are in force for the time being and /or which may be framed from time to time.

BACKGROUND CHECKS

The Company and any of its employees/representatives and/or officials shall be entitled to conduct reference and background check from all the requisite sources including all your

previous employer/s or references given by you and if not found suitable or any discrepancy is noted in regards to you or any of the statements, declarations or Disclosures made by you the Company shall have full right and authority to terminate your services and take such further action as deemed necessary in the interest of the Company.

INDEMNITY

You shall indemnify the Company against any loss, damage, proceeding which the company might suffer due to any wrongful acts, mala fide acts, negligence, negligence and /or gross dereliction of duties on your part. Such indemnity shall not prejudice the right of the company to terminate your services on such count or the right of the Company to seek other remedies which the Company may have to make good the Loss, damage.

INTELLECTUAL PROPERTY

All Works developed by you during the course of your employment with the Company, shall belong exclusively to the Company and you hereby assign the ownership of Copyrights of such works and those of any other derivative works, to the Company. You will promptly provide to the Company a complete written disclosure for each such work identifying the features or concepts you or the Company believe to be new or different. You grant to the Company an irrevocable, nonexclusive, worldwide, perpetual, paid-up license under these Works. The license scope is to make, have made, use, have used, sell, license or transfer items of such Works and to practice and have practiced methods pertaining to such Works. You are specifically made aware that you will not be liable to any compensation for such acts of yours, and that any rewards which the company may choose to bestow will not be deemed to confer any rights towards that invention, discovery or improvement in system or method, for you.

We welcome you and wish you all the very best in your new assignment.

Mragank Shekhar Soni
Proprietor
MSSInfotech Software Development, Bhopal

MSS INFOTECH SOFTWARE DEVELOPMENT
Proprietor

I have carefully read the above terms and conditions and that they are acceptable to me in full.

Name: _____

Signature: _____

Date: _____

Place: _____