

Oct-21

Mr. Benedict Leander Sequeira. A

20/39 Nachiyappan Street near sampath nursing home
Santhome Mylapore
Chennai-600004

Dear Benedict,

Thank you for your interest in AVA SOFTWARE Pvt. Ltd. Subsequent to our discussion with you, we are delighted to extend you an offer to join AVASOFT. We believe you can play an important role in our rapid growth and success and look forward to welcoming you to the AVASOFT family.

Position

You will be undergoing an internship with AVASOFT for a period of 3 months and you will be designated as QA Engineer and will be paid a stipend of Rs.10,000/- per month subject to PF & ESI from the date of joining. After successful completion of your internship you will be designated as QA Engineer and your CTC would be Rs. 3/- Lakhs per annum (Rupees Three Lakhs only) is inclusive of basic salary, HRA, medical and regular conveyance which is effective from the date of employment.

Probation

You will be on probation from your date of joining for a period of twelve months as QA Engineer. You will continue to do so until the company confirms your services in writing, based on your conduct and performance during this period meeting the standards of the company.

Compensation

Your total cost to AVASOFT will be **Rs. 3/- Lakhs per annum** (Rupees Three Lakhs only) subject to Tax deduction. Further details are furnished in Annexure-1

AVA Software Pvt. Ltd.,

Bayline Infocity Limited, 1st Floor, Block 2, 33, Rajiv Gandhi Salai,
Navalur, Chennai - 600 130

Website: <http://www.avasoft.com>

Confidentiality and Non Disclosure

You are expected to maintain utmost secrecy in regard to the affairs of the company and shall keep confidential all information, instruments, documents, etc relating to the company that may come to your professional knowledge during your assignment With the company.

Conflict of interest Guidelines.

You shall diligently adhere to the following guidelines and policy of the company and to conduct its affairs in strict compliance with the letter and spirit of the law and to adhere to the highest principles of business ethics. Accordingly, you must avoid activities, which are in conflict, or give the appearance of being in conflict, with these principles and with the interests of the company

Roles and Responsibilities

The roles, responsibilities and duties appropriate to your designation or your employment, will be specified by Company from time to time. Company may at any time, in its sole discretion, upon notice to you, alter or otherwise modify these roles, responsibilities and duties. Further, at any time, you may be required to provide services, directly or indirectly, to Company and its affiliates and their employees, contractors and clients. In view of the trust and confidence reposed in you, you must effectively perform to ensure results and you will be expected to work extra hours to achieve the set targets, whenever the job so requires.

Working Hours

You are expected to comply with the normal working hours(discussed during the interview) as declared by the Company or project requirements. You may be required to work on a shift basis. Company may, at any time and its sole discretion, change the shift timings upon notice to you.

Leave Eligibility:

You are entitled to Leave benefits during your employment with the company. Annual Eligibility of Earned Leave will depend on the length of service of the associate. Associates are also entitled to sick leave and any associate shall be entitled to maternity/paternity leave and benefits specific to gender. Detailed terms and conditions relating to leave eligibility is provided as relevant policies on the intranet. All these policies are subject to change and you shall abide by the updated policies.

Health Insurance

The Company will insure you, your spouse and a maximum of 2 Children as dependents for Hospitalization as per the policy for an amount of Rs.2,00,000/-per annum per individual. Details would be made available on joining.

Termination & Recovery

- (i) The Company may terminate this contract and the Employee's employment at any time.
- (ii) Upon termination of employment with the company, the Employee shall forthwith return to the company all the assets and property of the company i.e., documents, files, books paper, memos, or any other property of the company in your possession or under Employee control.
- (iii) The employee shall commit to be in the employment of the company at least for a period of 24 months, considering the substantial expenditure incurred by the Employer Company in India and Overseas towards training/certification on Employee's account. In case if any employee decides to resign any time after the 1st month of internship/training Period without serving the 24 months service with us as a full-term employee after completing 3 months internship, the Employee shall be liable to compensate the Employer a sum of Rs. 1,50,000/- (Rupees One Lakh and Fifty thousand Only) to cover the loss incurred by the Employer in recruiting/training Employee and also for similar expenses to be incurred by the Employer on another person to be inducted as successor in the office and also considering disruption in continuity in the office, failing which will lead to legal action.

(iv) Employee undertakes that he/she will not take up any other employment while he/she is under the contract and further undertakes to obtain prior consent from the Company before taking up any other employment.

(v) In case wherein the employee resigns within a period of 24 months from the date of Joining, the entire amount of expenses reimbursed/buy out cost/Joining Bonus/relocation expense/Certification cost paid to him/her will be recovered as part of the full and final settlement.

Non – Competition

(a) It is further acknowledged and agreed that following termination of the employee's employment with the Company for any reason the employee shall not hire or attempt to hire any current employees of Company.

(b) It is further acknowledged and agreed that following termination of the employee's employment with the Company for any reason the employee shall not solicit business from current clients or clients who have retained the Company in the 2 years period immediately preceding the employee's termination.

Notice Period

The employee may terminate the contract of employment by giving 3 months written notice to the Company. The waiver of notice period fully or partially is at the Company's sole discretion. However, Company will also be entitled to terminate the contract of employment without assigning any reasons thereof.

Pre-Employment Screening:

The employment offer is contingent upon the satisfactory outcome of the pre-employment screening activities (including background checks, reference check of former employment/s or such other checks as may be deemed right by the company). Please be advised that company's policy provides that misrepresentation of an individual's qualifications, credentials etc in securing employment at the company may be grounds of dismissal with immediate effect.

Professional Ethics:

As an organisation which believes in professionalism and performance every employee will be expected to uphold professional ethics when dealing with company's money, material, documents and assets, and violation of the Company's code or leakage of the Company's trade/business secrets that is directly or indirectly attributable to the concerned person. If you are found guilty, at any point of time, of moral turpitude or dishonesty in dealing with the Company's money, material or documents or of theft or misappropriation regardless of the value involved, your services would be terminated with immediate effect, notwithstanding other terms and conditions mentioned in this letter. Also you would be liable to pay the damage quantified by the Company for breach of any terms and conditions mentioned in this letter. You shall not divulge, communicate or pass on any information, secrets which you may come to possess as a result of your employment with the company to any outsider or to anyone not employed by the company. Company information on devices, media, social media, e-mail, fax, printout or photos need to be handled with strict confidentiality. You shall not communicate, in any manner, any information regarding your remuneration/terms of employment to any other employee of the company except your immediate superior. Indulgence in such activities or any violation of this norm shall lead to termination of your service immediately and will be taken proper legal actions.

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Dispute

Any dispute that arises between parties will be referred to the Sole Arbitrator appointed by the Employer and the same is governed by the Arbitration and conciliation Act 1996. Any dispute between us and employee will be handled in Chennai courts only.

Upon joining you will be expected to follow the 'Employment terms and conditions' document with us which will outline the basic expectations from employees.

Kindly sign the copy of this letter as a token of your acceptance and return it to the undersigned on or before 2nd Nov 2021.

Sincerely,



Anthea Vicky

Human Resources

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Compensation Break Up		
Name	Benedict Leander Sequeira. A	
Designation	Trainee QA Engineer	
A – Base Component	Monthly (Rs.)	Annual (Rs.)
Basic	15000	180000
HRA	7500	90000
Total of A	22500	270000
B – Basket of Allowances		
Medical Allowances	700	8400
Total of B	700	8400
C- Retirals		
Provident Fund	1800	21600
Total of C	1800	21600
Total (A+B+C)	25000	300000

For AVA SOFTWARE Pvt. Ltd.,



Anthea Vicky

Human Resources

To AVA SOFTWARE Pvt. Ltd.,

Benedict Leander Sequeira. A

Trainee QA Engineer

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