



OURFOOD

Our Food Private Limited

Ref: OF/HRD/20/2021/BDA25
Date: 2nd July 2021

Dear Mr. Kaibalya Kumar Jena,

RE: Offer of employment as **Business Development Associate** with Our Food Pvt. Ltd.

We are pleased to offer you employment with OUR FOOD PVT LTD. As **Business Development Associate** as per the terms of this Letter of Employment. The terms and conditions in Schedule I form an integral part of this Offer Letter.

1. SALARY

You shall receive a **CTC of two lakhs sixteen thousand seven hundred and thirty eight Only (Rs.2,16,738/-)** per annum. You will be in a probation period of 6 months, during which your performance is evaluated. Your employment is confirmed after the successful completion of the probation period.

2. INCREMENT AND BONUS

- Your salary will be reviewed annually based on performance as per company policy.
- As per full description of the Company, you may be granted a bonus and/or performance incentive. Such bonus and/or performance incentive, if paid, will be based on individual performance and the Company's performance and profitability.

3. COMMENCEMENT OF EMPLOYMENT

Your employment shall be subject to your joining the company no later than **5th July 2021** and your employment with the Company will be effective from the date of joining.

4. PROBATIONARY PERIOD

You are required to serve a probationary period of six (6) months during which time the Company will progressively assess your performance. After successful completion of your probation period, you will be confirmed in your appointment.

5. PLACE OF WORK

You will be required to work in **Kendrapara, North Odisha, India**. However, the Company reserves the right to transfer you to any other location within the Country where the Company operates an office or carries out its business.

6. WORKING HOURS AND LEAVE ENTITLEMENTS

As per company policy notified from time to time.

7. PUBLIC HOLIDAYS

- You will be entitled to all holidays notified by the Company from time to time.
- If you are absent yourself from work without the prior permission of the Company on the day immediately preceding or succeeding a scheduled public holiday or any day substituted thereof, you shall not be entitled to any holiday pay unless you have a reasonable excuse for such an absence.

Our Food Private Limited

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8. CONFIDENTIALITY

- a. You shall execute a Confidentiality Agreement in the form attached here with and, notwithstanding the date of execution of this Confidential Agreement, the Agreement shall be effective from your date of joining the Company.
- b. It is an express condition of your employment that the contents of this letter are always to remain a matter of the utmost confidentiality between you and the management. Any breach of this condition may render you liable for disciplinary action including dismissal. In consideration of the Remuneration, you must not during the operation of this Agreement and for a period of 12 months after termination, without the written permission of the company, either directly or indirectly be engaged or concerned or interested in any competing similar business in any jurisdiction. This will also apply to any new businesses the Company ventures into at any time during your employment with the company.

9. GOVERNING LAW

- a. Your employment and this letter of employment shall be subject to Laws of India.
- b. All disputes or differences whatsoever arising between the parties out of relating to this contract for the construction or meaning and operation or effect of this Contract or the breach thereof shall be settled by arbitration in accordance with the Indian Arbitration Act, 1996 and the award made in pursuance thereof shall be binding on the parties. Only courts in Hyderabad shall have jurisdiction in respect of any application, suit, appeal or other legal proceedings whatsoever.

Please indicate your acceptance by signing and returning the duplicate of this letter to the company within 2 weeks, failing which, this offer shall be Deemed to be withdrawn.

For Our Food Private Limited

Ravikiran G

Vice President

Our Food Private Limited
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Schedule I

Terms and conditions of employment of **Mr. Kalbalya Kumar Jena** forming part of letter reference No: OF/HRD/20/2021/BDA25Dt. 2nd July 2021

1. Salary will be revised once every year for any revision with effect from July 1st of each year. A performance appraisal shall be done each such time and any salary review shall be at the discretion of the Company and its management. Such review shall be done for those employees who have completed at least 6 (Six) months of uninterrupted service with the Company on July 1st of the relevant year. Appropriate consideration shall be given for those employees who have completed less than or more than 12 months on July 1st of the calendar year immediately following the calendar year of the date of joining.
2. You shall be required to perform such duties and responsibilities as may be assigned to you by the Company from time to time. The Company may at its discretion assign such duties as it deems are consonant with the job for which you have been hired. The Company reserves the right to add, delete or vary the duties assigned to you from time to time as deemed necessary.
3. While in service, you will devote whole of your time and energy to the business and affairs of the Company and without the permission of the Company shall not engage yourself directly or indirectly in any business or serve whether as principal, agent, partner or employee or in any capacity with full time or part time in any business and activity whatsoever other than that of the Company.
4. You must comply with all terms, policies, procedures, and practices of the Company as determined from time to time. The Company reserves the right to vary its terms, policies, procedures, and practices as it deems fit. All fresh terms, policies, procedures, and practices form an integral part of your employment contract from the date they are implemented.
5. The Company reserves the right to change the working hours/ rest day due to exigencies of its business operations. Such changes may involve additional working hours in a week or working on shift.
6. Your job may require you to work more than the scheduled hours of work in a day or to work on your rest day or public holidays and you are expected to carry out search work.
7. You will be required to undergo Medical examination or other tests by such authorities as may be decided by the Company from time to time and the decision of such authorities as to your fitness or otherwise, for continuing in service shall be final and binding.
8. You will be required to undertake such further training and /or examination pertaining to your profession of occupation as the Company may deem necessary for effective utilisation of your services and talents for the present and future business interests of the Company. In case the company decides to send you anywhere in India or abroad for any such training/examination, you will sign a bond in such form as may be required by the Company and shall deem it your obligation to abide by the bond.

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9. You are liable to be transferred anywhere in India, from one Company to another Company under the same management to associate companies, to companies under the same financial control, to sister concerns, or one section to another or from one department to another or from office to factory or factory to office, head office to other offices and vice-versa, etc. under the same Management as required by the exigencies of our business at the discretion of the Company and you shall have to make your own arrangement for your accommodation, while the terms and conditions of this appointment shall continue to be binding on you.
10. You should undertake search travelling as may be required in the company's interest from time to time.
11. You shall not accept any present, commission or any kind of gratification in cash or kind from any person, party, firm or company having dealings with a group of Companies, and if you are offered any, you will report the same immediately to the Company.
12. It will be your obligation and duty to inform the Company of any act of dishonesty and/or any action prejudicial to the interest of the Company on the part of any person, which may come to your knowledge and is the same, is not done, it will be considered as dereliction of Duty.
13. You shall study and constantly keep in mind all Government and other laws, regulations and rules applicable to your job and responsibilities and abide by the same and try to prevent any non-compliance thereof.
14. Annual increments, bonuses and performance incentives are not automatic and will be granted to you solely at the discretion of the management after confirmation.
15. You will retire from the Company's services on your reaching the age of 60 (Sixty) years or earlier if found medically unfit. The age or date of birth already given by you in your application form would be treated as binding and final.
16. This appointment may be terminated by either side giving a prior notice or Salary in lieu of notice for a period of 1 month during probation and 3 months after probation period, as applicable.
17. The company may terminate your employment without any notice if you are
 - a. Incapacitated are prevented by illness, injury, accident, or any other circumstances control from discharging in full your duties for a period exceeding three (3) months.
 - b. Found guilty of grave misconduct or wilful neglect in the discharge of duties or having breached anytime in this contract.
 - c. Found to be bankrupt.
 - d. Found to be of unsound mind.
 - e. Convicted of any serious criminal offence.
 - f. Found to have a past criminal record.
 - g. Found to have given in Collector untrue information to the company.
 - h. Found to be a drug addict.

The above listing is not exhaustive, but it is meant to serve as an indication only

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18. The Company shall also have the right to take suitable disciplinary action in terms of suspension/dismissal without notice or withhold Increment or payment in lieu of notice or any other compensation and without prejudice to any claim that the Company may establish against you for debt or damage, for misappropriating Assets and/or property of the company or breach of conditions of service or discipline or regulation or violation of the Confidentiality Agreement or habitual absence without leave for more than 10 consecutive days or overstaying the sanctioned leave without satisfactory explanation of committing any other act whatsoever, prejudicial to the company's interest.
19. In the event of any declaration found to be untrue in your employment application form, you will be disqualified from holding any post and will be relieved without any notice at any time. In such eventuality, the management reserves its right to recover all amounts paid to you, since the appointment was based on wrong declaration and representation made by you.
20. Basic salary and other allowances payable under this letter of appointment are subject to Laws, orders, notifications, etc. of Central Government, local or any other competent authority in force from time to time.
21. All communications sent to you by post at the address given by you shall be deemed to have been properly sent by us and received by you, unless you advise us in writing of your change in address.
22. If you are willing to leave the company the company would need a prior intimation of 30 Days.

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