

January 4, 2024

Name: Caleb Felix  
Mumbai

**Letter of Appointment**

Dear Caleb,

With reference to our mutual and subsequent discussions in respect of your interest in our organization, we are pleased to offer you the **Junior Developer w.e.f December 7, 2023**, at the annual cost to company (CTC) of **Rs. 430,000/-**. Your letter of appointment is based on the following terms and conditions:

**01. PLACE OF POSTING**

Your primary place of posting will be at **Mumbai**. You will carry out whatever work is entrusted to you and to the purpose of this, you may be required to travel and work in the premises of other entities. You will not refuse to carry out whatever work is entrusted to you. You will also be liable to be transferred from one shift to another to the exigencies of the work. However, during employment with the Company, you may be transferred to any operating office or location of the Company or its Subsidiaries, Affiliates or Associates in India or Abroad within same department or any department / Branches and on such transfer you will be governed by the terms and Conditions of services as are applicable to the said department / Branches without any extra compensation remuneration.

**02. COMPENSATION & OTHER BENEFITS.**

Your take home salary and bifurcation of total Cost to Company (CTC) remains unchanged and is detailed in **Annexure-1** to this letter. The compensation details are strictly confidential between the Company and yourself and such confidentiality shall be maintained at all times.

**03. POLICIES AND GUIDELINES**

You will be governed by all the Rules and Regulation of service and standing orders and instructions of the company, which is now in force and which will be framed in future and your acceptance of this Appointment letter carries with it your agreement to abide by all such Rules Regulations standing orders etc. Leave Policy: You will be eligible for 24 days leave salary which will start accrual after completion of one month of services and will be accrued @ 2 days for every month of your service. However the same will be enjoyable only on completion of 90 days of working. Further your Leave encashment during your full & final settlement will be calculated on the basis of your basic salary.

**04. ATTENDANCE & ABSENTEEISM**

During the period of your employment you will not remain absent from duties without sufficient reasons and without prior written permission from the Management. The Management will be free to fix your working hours from time to time according to the exigencies of the business and it is agreed that you will abide by the working schedule which may be fixed by the management at its discretion from time to time.



Any time after joining if you remain absent from work without prior approval / consent for a period of 8 days, it will be presumed that you have abandoned the services of the company and will be considered as Termination of services. The company shall not be liable to give you any prior notice or compensation thereof.

#### **05. CONFIDENTIALITY & TERMS OF EMPLOYMENT**

You verily agree and confirm by accepting the offer of appointment that the Company's internal information and its various business and operational practices and details including but not limited to the details of Company's business processes, communications-mails, list and details of customers/ clients, technical know-how, financial records, commercial plans, business plans etc, which come into your knowledge or information are of a confidential/secret nature & you will always maintain the confidentiality of such information, details or processes. Divulging any such information or details in part or in whole can cause irreparable loss and injury to the Company and you duly accept and respect the same. You hereby confirm and acknowledge that fully appreciating the said confidentiality and sensitivities of such information, you will not directly or indirectly share or divulge to any third person during the period of your service and for period of three years after cessation of your employment with the Company in written form or by word of mouth or otherwise. You are not allowed to remove any documents / papers from the premises of the company without due and proper written authorization. You are aware of and have read and understood the draft Confidentiality Agreement sent to you along with the Offer Letter and agree to abide with the entire contents thereof and will execute the same after you have joined the services of the Company.

#### **06. COMPENSATION & CAREER PROGRESSION**

Any increase in your designation & CTC/compensation in future shall depend entirely on your efficiency, good conduct and due compliance of Company's policies and internal regulations. In no case increase in compensation or career progression can be asked, demanded or deemed granted based on passage of time or automatic as a matter of right.

#### **07. PROBATION / CONFIRMATION:**

You will be on probation for a period of 6 months effective from the date of your joining. The said period of probation may be extended or reduced at the sole discretion of the Management. During the period of probation, this employment contract is terminable on either side by giving 30 days prior written notice. It will be mandatory for you to serve the entire notice period and the notice period is not buyable. The decision for notice period buy-out or waive-off is at the sole discretion of the Company. Notwithstanding the above, confirmation of this appointment will deemed to have affected only on the issuance of a letter to that effect and until such time a letter of confirmation is issued the period of service after probationary period mentioned in this letter will be considered as that of an extended probation. Subject to your attendance, work, conduct and discipline being found satisfactory, you will be confirmed in your Appointment.



## **08. TERMINATION/SEPARATION**

After the completion of the probation period, this employment contract can be terminated by company after giving 60 day's prior written notice or payment of Basic salary as stated in Annexure 1, in lieu thereof. You may resign from the service of the company by giving 60 day's prior written notice. It will be mandatory for you to serve the entire notice period and the notice period is not buyable. The decision for notice period buy-out or waive-off is at the sole discretion of the Company.

### **a. Minimum Service Period and Training Investment:**

As indicated in the offer letter signed by you on July 26, 2023 and affirmed in the underwriting, you acknowledge that requirement for training to enhance your skills and knowledge necessary for your role at Nexsales. To facilitate this, Nexsales has invested significantly in training you at Swabhav TechLabs, which is pivotal for your professional development and role performance at Nexsales. In consideration of this investment, you have agreed to a minimum service period of two (2) years, commencing from December 7, 2023, the date of joining Nexsales. During this period, you commit to refrain from seeking employment any other company.

### **b. Consequences of Premature Termination**

If you decide to leave Nexsales before completing the stipulated two-year tenure, you hereby consent to pay Nexsales an amount equivalent to Rs. 1,00,000/- (Rupees One lakh only), representing the training costs incurred by Nexsales to enhance your skills for their role at Nexsales. This training, facilitated by Swabhav TechLabs, is deemed essential for your long-term personal and professional growth.

### **c. Employee Undertaking:**

You have signed an underwriting bond dated January 3, 2024, in favor of Nexsales for Rs. 1,00,000/- (Rupees One lakh only), committing to serve Nexsales for a minimum period of two years. During their tenure with Nexsales, you have pledged to serve faithfully, diligently, and devote your entire time to the company. Furthermore, the employee undertakes to comply with all directives and instructions issued by Nexsales or its Officers without deviation.

Your services are liable to be terminated forthwith without any notice or salary or any compensation in lieu thereof for any of the following reasons:

- a) Any act of misconduct, without being exhaustive and without prejudice to the general meaning of the term "misconduct" in the case of reasonable suspicion of misconduct, commission of an act involving moral turpitude, any act of indiscipline or inefficiency.
- b) In case particulars mentioned in your application or unsubstantiated or discussions, papers submitted by you to the Company are found false or a certificates/testimonials or documentary evidences submitted by you are found to be false or incorrect and/ or that you have suppressed and/or withheld any information.
- c) In case you have undertaken any direct/ indirect - full time or part time business or work whether for honorarium or remuneration, without prior written permission of the Company.



- d) If you have indulged in passage of Confidential Information of the Company, to any third party or otherwise, or have willfully and deliberately violated or have breached any policies or internal regulations and conduct guidelines of the Company.

#### **09. MEDICAL FITNESS & VERIFICATION OF PARTICULARS**

Your appointment & continuation in service of the Company is subject to your being declared and remaining medically fit by a Medical Officer or a Doctor specified by the Company. The Management has the right to get you medically examined by a Registered Medical Practitioner, during the period of your service. In case you are found medically unfit, company in its sole discretion terminate your services by giving you one month notice or Basic Salary in lieu thereof.

#### **10. DUTIES AND OBLIGATIONS**

- a. You shall strive hard to promote the interest of the Company and shall not undertake any activity of any nature whatsoever which is, construed or deemed to be detrimental and prejudicial to the interest and goodwill of the Company. The Company expects you to work with a high standard of ethical practices, initiative, efficiencies, during your employment. You will perform, observe and confirm to such duties, directions and instructions assigned or communicated to you by the Company and those in authority over you.
- b. It is agreed and understood the Company will make substantial investments and expenses to train you with Communication Skills/ Voice & Accent/ MS Office suite/ any other essential training and various aspects of work to be undertaken by the employee, which leads to a tremendous value addition to your profile of such employees. Accepting and recognizing such an investments and expenses incurred or to be incurred by the Company and you willfully agree to execute special non-compete and protective & confidentiality agreement with the company. You may upon accepting such considerations chose to allow the company to make such investment upon your executing such an agreement.
- c. You agree to follow & comply with all the internal regulations, guidelines and policies of the company as may be framed due to business exigencies or otherwise. You also accept the obligation to be in full compliance of all statutory laws & regulations for & on behalf of the company as may be so expected or desired including the Cyber, IPR & other laws so as to not to in any manner prejudice the rights and interests of the Company.
- d. You will not enter into any commitments or dealings on behalf of the Company for which you have no express and/or written authority.
- e. You will be responsible for the safe keeping and return in good condition and order of all the properties of the Company, which may be in your use, custody, care or charge. For any loss, damage or non-return of any property of the company in your possession and care, the company will have a right, in its sole discretion, to either take steps to recover the said properties of the company by due process of law or recover the original value of all such materials from you. Company shall have a further and additional right to take such other action as it deems proper in the event of your failure to account for or return such material or property as would be entrusted to you during the course of your employment to you or on your direction.



## **11. POST-EMPLOYMENT OBLIGATIONS**

You by accepting this offer of employment and the terms stated herein do further agree that you will not join any person, company or Organization directly or indirectly in any manner whatsoever which has a business or operation directly or indirectly in competition with the operation and business of the Company within or outside India for a period of two years after the cessation of your employment with the company. You do further agree and admit that keeping the sensitivities involved in mind, Company will have a full right, apart from any other remedy that may be available to the Company under laws of the land, to seek ex parte injunction order against you and you will not object to the same, should the company seek to enforce such a right against you in the event of there being a breach or a possibility of a breach by you of this term.

## **12. GENERAL**

You may be selected and sponsored by the Company for familiarization/ training assignments with our technical collaborators or any other institutions/ organizations in India and/or abroad. You will diligently and beneficially take part in the training and such assignments. The cost of such training including the travel fare and related expenses will be borne by the Company subject to any specific agreements which may be drawn up and executed by the Company and you for such purposes.

## **13. RETIREMENT**

The retirement age is 58 years and is subject to change as per constitutional and legal provisions existing at the time.

Your age mentioned in the Matriculation / Higher Secondary Certificate will be deemed to be the conclusive proof of your date of birth.

You will intimate in writing to the Management any change of address within a week from change of the same, failing which any communication sent by us to you, on your last recorded address / address as indicated above, shall be deemed to have been served upon you.

The present designation is subject to change depending upon work assignment from time to time. Please submit the following documents, if not submitted earlier; Certificates in support of your-

- a) Educational professional qualifications.
- b) Experience Certificate.
- c) Date of birth and other testimonials in original together with copies thereof.
- d) Three copies of your recent passport size photograph.
- e) Relieving letter from your last employer in case you are/were employed.
- f) Copy of PAN Card.
- g) Residential Proof.
- h) Copy of Passport.



You are requested to send us your acceptance within 3 days of date of issue of this appointment letter.  
Acceptance letter and all future correspondence should be addressed to:

**Nexsales Solutions Pvt Ltd**  
211, Wadala Udyog Bhavan,  
Naigaon Cross Road, Mumbai 400031.

Please note that this letter of appointment shall automatically stand withdrawn in case we do not receive your acknowledgement and acceptance within fifteen days from issue of this letter.

We look forward to your joining our team for a long, successful and pleasant association.

Sincerely yours,

**For Nexsales Solutions Pvt Ltd.**

#### AUTHORISED SIGNATORY

#### ACKNOWLEDGEMENT & ACCEPTANCE

I have read and understood the above terms and conditions and hereby accept the same.

**SIGNATURE:** 

**NAME:** Caleb Felix  
**DATE:** January 4, 2024

