

9TH March, 2022
Mr. SHIKHAR TIWARI
shikhartiwari.in@gmail.com ; (+91) 7860808000
217, Kandhari Bazar, Behind Arya Kanya School,
Faizabad, Dist.-Ayodhya-224001, UP

Letter of Appointment for “Software Developer”

Dear Shikhar,

Nortcele Systems Pvt. Ltd. (hereinafter referred to as the “Company”) is pleased to issue this Letter of Appointment to you for full time employment as a “**Software Developer**” subject to your acknowledgement and acceptance of the terms and conditions set forth below:

1. Joining

You are required to join the services of the Company on 12th March, 2022. We shall appreciate your confirmation of acceptance of the above offer by the joining date.

2. Salary

Please refer Annexure 1

3. Qualifications

The employment offered herein is based on your representation that you hold the qualifications as well as additional information in your employment application. If you are subsequently found not to hold these qualifications, your employment will be terminated forthwith.

4. Duty of Fidelity and Loyalty

You are required not to accept or engage in any other full time or Part time employment or work on a consultancy basis while in the employment of the Company, including while on leave. As an employee, you have a duty of fidelity and loyalty to the Company and are expected not to work, directly or indirectly for the interests of another person or entity while in the employ of the Company.

5. Location

The employment offered herein is at the office of the Company in Bangalore or any of our client location.

6. Term of Employment

6.1. The duration for up to first six months will be the probation period in which your performance will be scrutinized. If your performance is found satisfactory during the probation, you would be hired as a permanent employee in our company.

7. Termination

7.1 During this probation period, you are required to give a notice period of 30 days in the event of your resigning from the services of the company. During probation, you are not entitled to take any leave of absence.

7.2 After the confirmation of your employment, you may terminate your employment upon provision of 60 Days prior written notice to the Company.

7.3 The Company may terminate your employment for misconduct immediately without provision of any notice. In the event your conduct gives rise to disciplinary issues. The Company will undertake the disciplinary procedures as per Company policy if you are found in situations leading to disciplinary misconduct or very poor performance leading to customer discontent the termination can be immediate.

8. Job Description

8.1. Your job description and performance expectations are set forth to the satisfaction of the Company. You may be required to undertake additional tasks within your capabilities and which are consistent with the position you hold. You shall report to your seniors / superiors / managers / directors and take instructions for the performance of your job duties.

8.2. You shall diligently and faithfully perform such job duties and functions in accordance with your post as instructed and should at all times use your best endeavors to further the best interests of the Company. You will act all times in consideration of the needs of the Company's customers and your colleagues and comply with the policies of the Company on service conditions as issued from time to time.

9. Salary and Benefits

9.1. You will be entitled to the consolidated salary and benefits set forth in Annexure 1 the terms of which are deemed to be reiterated and incorporated in full herein by reference, subject to other deductions and applicable income tax at source as provided under law and deduction in any other amounts owed to the Company.

9.2. Your increments will solely depend on the evaluation of your performance by the management and your contribution to the Company. Your increments are subject to the absolute discretion of the Company.

10. Hours of Works

10.1. The hours of work shall be Monday to Friday from 9:30 a.m. to 6:30 p.m. with an hour lunch break between commencing at 1:00 p.m.

10.2. You are required to be flexible with your timings depending on the Company's requirements, which may include working in shifts.

10.3. As you would provide your services to our client in USA so you should be flexible to take up client call in non-office hours as well.

11. Leave and Holidays

11.1. You will be entitled to annual privilege leave of 12 Days includes. You will be required to give 10 Days prior written Notice in order to avail your privilege leave and the dates of privilege leave will be approved subject to the business exigencies of the Company.

11.2. The Company will remain close on Public holidays.

12. Confidentiality & Secrecy

12.1. For the purposes of this clause, "Confidential Information" means any proprietary information of the Company, including but not limited to information relating to intellectual property rights, patents, trademarks, copyrights, trade secrets, know-how and the following types of information, technical data, research, product plans, products, services, customer lists, software, source code, object code, inventions, processes, formulae, technology, designs, manufacturing activity, drawings, engineering, hardware configuration, marketing, finance, dealings or other business information disclosed to you by the Company either directly or indirectly in writing, orally or by drawings or observation of parts or equipment.

12.2. During the period of your employment, you will work honestly, faithfully, diligently and efficiently for the growth of the Company. You are expected to maintain utmost secrecy in regards to the affairs of the Company and shall keep confidential all information, instruments, document etc., relating to the Company that may come to your professional knowledge as an employee of the company.

13. Non-Competition

13.1 During the Term, you shall not be entitled to directly or indirectly, run, operate, control, be employed by or provide any services to any competitor of the Company. You shall under no circumstances work for or operate a business competing against the Company. The Company shall be entitled to obtain compensatory and punitive damages against you in the event of breach of this clause.

13.2 The Company will initiate appropriate legal action in the event you fail to comply with this clause, including the recovery of damages.

14. Non-Solicitation

During the Term, you shall not solicit or attempt to solicit any of the suppliers or customers of the Company regarding the possibility of being suppliers or customers for a business in which you have any interest. This obligation shall continue for two (2) years after the termination of employment for any reason.

15. Choice of Law and Forum

This Letter of Appointment shall be governed by Indian law and the parties accept the jurisdiction of courts located in Bangalore.

16. Severability

If any term of this Letter of Appointment is Found to be unenforceable, in whole or in part, under any law, such term or provision or part shall to extent be severable and be deemed not to form part of this Letter but the validity and enforceability of the remainder of this Letter shall not be affected. Without prejudice to the generality of the foregoing, if any clause is found to be unenforceable or in any way an unreasonable restraint of trade, that sub clause shall be deemed not to form part of this Letter but the remaining sub clauses shall continue to be valid and enforceable.

We are continuously endeavoring to build an atmosphere of trust, openness, responsiveness, autonomy and growth among all members of the Nortcele Systems Pvt. Ltd. As a new entrant, we would like you to whole – heartedly contribute in this process.

We request you to sign this letter as indicated below in acceptance of the terms and conditions contained herein. We welcome you as a part of the Nortcele Systems Pvt. Ltd.

NORTCELE SYSTEMS PRIVATE LIMITED

By:


For NORTCELE SYSTEMS PRIVATE LIMITED

Name: Ashok Kumar Singh
Title: VP & Delivery Head
Address: #92, 1st Floor, Natraj building,
Konnena Agarhara, Old Airport Road,
Bengaluru, Karnataka 560017

COMPENSATION AND BENEFITS: ANNEXURE -1

Compensation & Benefits		
Particulars	Monthly(Rs)	Annualized(Rs)
Base Salary	14500.00	174000.00
Quarterly Bonus	5000.00	60000.00
Gross Salary Before Deduction (if any)		234000.00
1. Annual CTC - Rs 234000/- (Two Lacs, Thirty Four Thousands only). 2. Quarterly Bonus will be paid after the end of every Quarter in total.		

We are not yet registered for PF so amount will be adjusted once we start the depositing the same.

We have not yet started for group insurance, deduction with consent from employee will be made once we start the same.