



HR/APL/0411/20

CONFIDENTIAL

July 29, 2011

Mr. Shyam Dutt Shukla
(Associate Code: 2696)
39, RMV, 2nd stage, 2nd Floor,
Akai Public School Road, N.S.Halli,
Bangalore - 560094
Mob: 9060857884

LETTER OF APPOINTMENT

Dear Shyam,

We are pleased to appoint you as **Graduate Engineer Trainee (GET)** in **Building Systems Practice** at **Neilsoft Ltd** on the following terms and conditions:

1. Your appointment dates from **July 4, 2011**.
2. As per the salary structure your gross Salary will be **Rs. 275,000/- (Rupees Two Lakh Seventy Five Thousand Only) p.a.** The detailed salary break up is given on Page 3.
3. You will be entitled to the following benefits as per the Company rules:
 - a) Leave Travel Allowance -- One month's Basic + DA per annum as indicated on page 3 payable annually.
 - b) Medical Allowance -- One month's Basic + DA per annum as indicated on page 3 payable quarterly.
4. Initially and till further notice you will be assigned to our Pune Office. You will be subject to the general rules of conduct, discipline, holidays, hours of work, etc. that are prevailing in the Company or may be brought into force from time to time
5. You will be on training for the initial 12 months from your date of joining. Your services shall be confirmed after successful completion of the training period and your performance evaluation
6. The Company at a future date may revise and restructure the present system of paying salary inclusive of all allowances as stated above to its employees including yourself.
7. You are liable to be transferred in the same or an equivalent position to any other location or any of our associate Companies within the Indian Union or abroad. In case of such transfer, the rules and regulations of the new location will govern you.
8. You may be required to undertake travel on Company work as and when required. In case of travel on Company business, you will be governed by the rules applicable to your category of employees, as may be in force from time to time.

S.S.K.

9. Your services can be terminated with the notice period of **one month** from the either side during probation period and with notice period of **two months** from the either side after confirmation.

10. You shall during the period of employment:

- a) Diligently and faithfully carry out all instructions given to you from time to time.
- b) Devote your whole time and attention exclusively to the business and interest of the Company and not engage yourself either directly or indirectly in any business or activity in any capacity, either full time or part time.
- c) Keep as confidential all business and trade secrets and transactions of the Company.

10. This appointment is offered on the basis of information furnished by you. If at any time it is revealed that employment has been obtained by furnishing false/misleading/insufficient material information; the Company will be free to terminate your services at any time without notice.

If you agree to the above terms & conditions, please sign and give us the duplicate copy of this letter.

Thanking you and looking forward to having you with us.

Yours truly,
For Neilsoft Ltd.,



Anadi Sathi
Vice President - HR

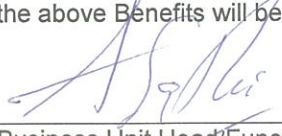

S.S. 6

For Employee to Fill Up:

I agree to accept my employment on the terms and conditions mentioned in this letter.

SIGNATURE : Suyam Datt Surda

DATE : 22/08/11

Worksheet On Emoluments Of	:	Shyam Dutt Shukla
Associate Code	:	2696
Date Of Joining	:	July 4, 2011
Designation	:	Graduate Engineer Trainee (GET)
Department / Division	:	Building Systems Practice
Location	:	Pune
Gender	:	M
Gross Salary (p.a.)	:	Rs. 275,000/-
Break Up of Gross Salary		
Consolidated Salary (Basic + Dearness Allowance)	Rs.	7500
House Rent Allowance	Rs.	3000
City Compensatory Allowance	Rs.	1125
Attire / Uniform Allowance	Rs.	1000
Conveyance Allowance	Rs.	4000
Other Allowance	Rs.	4142
Monthly Gross	Rs.	20767
Other Benefits :		
Pro-Rated Monthly Leave Travel Allowance (Paid Annually)	Rs.	625
Pro-Rated Monthly Medical Allowance (Paid Quarterly)	Rs.	625
Provident Fund (Employer Contribution)	Rs.	900
Your Monthly Emoluments Including the above Benefits will be	Rs.	22,917
 Business Unit Head/Functional Head/Director		 Signature of the Associate

S. S. S.

I, **Shyam Dutt Shukla**, have been employed by M/s. NEILSOFT LIMITED, Pune (hereinafter referred to as "the Company") on and from **July 4, 2011**. During the period of employment with the Company as well as the training imparted to me, I am expected to acquire knowledge/proprietary information in respect of various Company products. I recognize that disclosing/utilizing/selling such knowledge / proprietary information to any other person or organization would be detrimental to the interest of the company.

I, therefore, hereby undertake that during the period of my employment with the Company as well as upon my separation from the services of the Company for any reason whatsoever, I shall not reveal, sell, utilize or apply the knowledge / proprietary information to and for any individual, Company or organization including the Company's competitors and my next place of employment.

I shall also not use the proprietary information in case I go in for my own business.

In the event, if I develop or invent anything related to computers or in the allied field during the period of my employment with the Company, the same will be considered as the property of the Company including its patent right.

I am aware about all the policies of Information Security Management System; I will follow them while I am an employee of Neilsoft Limited. I understand that if I fail to follow these policies, Neilsoft Limited can take disciplinary action against me.

In the event I act against the above undertaking, the Company will be free to claim from me damages as determined by the Company and/or institute legal proceedings against me and/or my future employer for breach of this undertaking and recover the damages.



SIGNATURE OF THE ASSOCIATE

22 | 08 | 11

DATE