



ILIKA ESTATES PVT LTD

APPOINTMENT LETTER

Date: 01st November 2017

Name: **Mr. Subrata Majumder**
Father's Name: **Mr. Sujit Majumder**
Address: **Shyamganj Para, Post+Po-Kalna, Dist-East Bardhaman -713409, West Bengal.**

Dear Mr. Subrata,

With reference to your job application and the subsequent interview thereafter, we have pleasure in appointing you in our company as **Assistant Engineer Civil**, the management shall from time to time determine. Your employment is subject to the following terms and conditions.

1. APPOINTMENT

- a. Your date of appointment is effective from the date of joining.
- b. During the tenure of your service, you will be liable to be transferred to any department, branch office or any section as per requirement and in the exigency of business.
- c. Notwithstanding anytime to the contrary herein contained misconduct on your part will entitle the company to terminate your services with prior any notice and payment in lieu of notice.

2. COMPENSATION

- a. The details regarding the compensation package are enclosed as Annexure A

3. OTHER BENEFITS

- a. That you will be entitled to leave, holidays and working hours as applicable to your category of employees and location of posting.
- b. You will be eligible for prerequisites, if any, as applicable to your category of employees and/or based on functional requirements as determined by the company.
- c. You will be authorized for statutory benefits as imposed by the Government or any public body authorized to do so.

4. CONFIDENTIAL INFORMATION AND MATERIALS

1. "Confidential Information" shall mean any nonpublic information that the Company specifically marks and designates, either orally or in writing, as confidential or which, under the circumstances surrounding the disclosure, ought to be treated as confidential or which the employee creates or produces in the course of performing services for the Company. "Confidential Information" includes, but is not limited to, product schematics or drawings, descriptive material, specifications, software (source code or object code), sales and customer information, the Company's business policies or practices, patient information, medical records and practices, information received from others that the Company is obligated to treat as confidential and other materials and information of a confidential nature like policies and practices related to management, accounts, financials, SOPs, protocols, policies, assignments or any other duties to be performed by the employee for the Company or for those about which the employee gathers information during the course of his employment with the Company.
2. "Confidential Information" shall not include any materials or information which the employee shows:
 - a) Is at the time of disclosure generally known by or available to the public.
 - b) Is furnished by the Company to third parties without restriction.

ILIKA ESTATES PRIVATE LIMITED

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DIRECTOR

ILIKA ESTATES Pvt. Ltd.

- a) Is at the time of disclosure generally known by or available to the public.
- b) Is furnished by the Company to third parties without restriction.
- c) Is furnished to the employee by a third party who legally obtained said information and the right to disclose it "Confidential Materials" shall mean all tangible materials containing Confidential Information, including but without limitation drawings, schematics, written or printed documents, computer disks, tapes, flash drive compact disks (CD) and Digital Versatile Disk (DVD), whether machine or user readable.

5. RESTRAINT

- a) All documents and confidential information that come into the possession of the employee whilst working for the company remain the property of the company. Details of any systems used by the company or other information, knowledge and techniques obtained during the course of employment must not be disclosed to any person outside the company, either during employment or at any time afterwards.
- b) You shall not, while in the employment of the firm, be engaged in any other employment or hold any office of profit or accept any other emoluments without prior consent in writing of the firm.
- c) As of the date of this employment, the employee is deemed to be the sole and exclusive employee of the company and is strictly prohibited from accepting any additional employment, without obtaining prior written consent of the company, which shall not be unreasonably withheld.
- d) For a period of Six months from the termination date the employee agrees not to contact any clients or employees of the company or any associated company in relation to any business.
- e) For a period of Six months from the termination date the employee agrees not to entice or encourage or induce any employee of the company to leave the employment of the company.
- f) During the period of employment, the employee understands that he has a general duty to protect the assets and good name of company. This duty applies equally to his personal conduct and the observance of that of others. He/She should become aware of any dishonest practice; he/she should clearly understand that it is his duty to report the same.
- g) You will, if and when required by us, and at our expense, execute such deeds or documents and do all acts and things as may be necessary or incidental to substantiate company rights in respect of such Intellectual Property in India or elsewhere, or to transfer to, or vest in us, or as we may direct, your entire right, title and interest to and in such Intellectual Property.
- h) You will promptly disclose to us all works in which copyright or design rights may exist which you may make or originate either solely or jointly with others during your employment. Any such copyright works or designs created by you in the normal course of your employment, or in the course or carrying out duties specifically assigned to you which relate to our affairs, will be the property of the company. This will apply whether or not the work was made by our direction or was intended for us, and the copyright in it, and the rights in any design, will belong to us. To the extent that such copyright or design rights are not otherwise vested in us you hereby assign them to us.

6. RESPONSIBILITIES

- a) That during the period of your employment you shall faithfully serve the company, obey its lawful commands; keep its secret, diligently and carefully. Learn and perform such work, business as may be entrusted to you. Attend to your work regularly during such hours as may be prescribed and perform such duties as may be assigned to you from time to time in addition to your own duties and as you may receive from your superiors.
- b) That you shall devote your whole time to your duties and shall not carry on or be concerned in any other business or occupation or trade, whatsoever.
- c) You shall be responsible for the charge and care of the company's money, goods and stores and any property entrusted to you or in your hands and shall truly and faithfully account for or pay over or deliver, to the proper person all money, goods and stores and property which may at any time come to your hands or under your charge.

7. GENERAL

- a. That, you will be governed by the rules and regulations of the Company as are in force at present and/or as may be amended from time to time.
- b. Your appointment is being made on the basis of your particulars. If any declaration or given information furnished by you is proved to be false, or if it is found that you have willfully

ILIKA ESTATES PRIVATE LIMITED

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DIRECTOR

suppressed any material information, you will be liable to be removed from service forthwith without any notice, whatsoever, and without assignment of any reason there of, and to such other action as the company may deem necessary.

- c. Your individual remuneration is purely a matter between yourself and the company and has been arrived at on the basis of your specific educational background and professional merit. We expect you to maintain this information and any further changes in as strictly personal and confidential.
- d. That, any dispute arising out of or in connection with your employment in terms of this letter shall fall under the jurisdiction of the courts of Ranchi.

We take this opportunity to congratulate you on your selection and look forward to a long and mutually beneficial professional association.

Kindly return the attached copy of this letter duly signed by you, in acceptance of the terms and conditions set out.

Thanking You

Yours Sincerely,

ILIKA ESTATES PRIVATE LIMITED

Omendra Kumar

DIRECTOR

I have gone through the above letter containing 3 pages and have understood fully the contents and intent of the said letter and all the terms and conditions are fully satisfactory and acceptable to me, and are binding to me.

Signature:

Name:

Date:

Place:

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- c. You will be authorized for statutory benefits as mandated by the Government or any public body subject to law.

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ILIKA ESTATES PRIVATE LIMITED

Omendra Kumar 3

DIRECTOR

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