

Date: - 14/03/2019

**Dharmendra Kumar Pandey**  
**S/o Paras Nath Kumar Pandey,**  
**Rajpur, Bihar, 851129**

**Letter of Appointment**

Dear Dharmendra,

We are pleased to offer you, the position of **Site Engineer** with **Excel Venture Construction Pvt. Ltd.** on the following terms and conditions:

**1. Commencement of employment**

Your employment will be effective, as of **1<sup>st</sup> Apr 2019**.

**2. Job title**

Your job title will be **Site Engineer**, and you will report to **Mr. Sanjeet, Managing Director**.

**3. Salary**

Your salary and other benefits will be **Rs. 21,000/- CTC Per Month**.

**4. Place of posting**

You will be posted at **Ranchi, Jharkhand**. You may however be required to work at any place of business that the Organization has, or may later acquire.

**5. Leave/Holidays**

- You are entitled to casual leave and sick leave of 30 days.
- The Organization shall notify a list of declared holidays at the beginning of each year.

**7. Nature of duties**

You will perform to the best of your ability all the duties as are inherent in your post and such additional duties as the Organization may call upon you to perform, from time to time. Your specific duties are set out in Schedule II hereto.

### **8. Organization property**

You will always maintain in good condition Organization property, which may be entrusted to you for official use during your employment, and shall return all such property to the Organization before relinquishment of your charge, failing which the cost of the same will be recovered from you by the Organization.

### **9. Borrowing/accepting gifts**

You will not borrow or accept any money, gift, reward, or compensation for your gains from or otherwise place yourself under pecuniary obligation to any person/client with whom you may be having official dealings.

### **10. Termination**

- The organization may terminate your employment without any cause, by giving no less than a month's prior notice or salary for the unsaved period, left after adjustment of pending leaves, as on date.
- The organization reserves the right to terminate your employment summarily without any notice period or termination payment if it has reasonable ground to believe you are guilty of misconduct or negligence, or have committed any fundamental breach of contract or caused any loss to the organization.
- On the termination of your employment for whatever reason, you will return all the property related to the organization; documents and paper, both original and copies thereof, including any samples, literature, contracts, records, lists, drawings, blueprints, letters, notes, data and the like; and Confidential Information, in your possession or under your control relating to your employees or clients' business affairs.

### **11. Confidential Information**

- During your employment with the Organization, you will devote your whole time, attention, and skill to the best of your ability for its business. You shall not, directly or indirectly, engage or associate yourself with, be connected with, concerned, employed, or engaged in any other business or activities or any other post or work part-time or pursue any course of study whatsoever, without the prior permission of the Organization.
- You must always maintain the highest degree of confidentiality and keep as confidential the records, documents and other Confidential Information relating to the business of the Organization which may be known to you or confided in you by any means and you will use such records, documents and information only in a duly authorized manner in the interest of the Organization.

For this clause 'Confidential Information' means information about the Organization's business and that of its customers which is not available to the general public and which may be learned by you in the course of your employment. This includes, but is not limited to, information relating to the organization, its customer lists,

employment policies, personnel, and information about the Organization's products, processes including ideas, concepts, projections, technology, manuals, drawing, designs, specifications, and all papers, resumes, records and other documents containing such Confidential Information.

- Your duty to safeguard and not disclose Confidential Information will survive the expiration or termination of this Agreement and/or your employment with the Organization.
- Breach of the conditions of this clause will render you liable to summary dismissal under the clause above in addition to any other remedy the Organization may have against you in law.

### **12. Applicability of Organization Policy**

The Organization shall be entitled to make policy declarations from time to time about matters like leave entitlement, maternity leave, employees' benefits, working hours, transfer policies, etc., and may alter the same from time to time at its sole discretion. All such policy decisions of the Organization shall be binding on you and shall override this Agreement to that extent.

### **13. Governing Law/Jurisdiction**

Your employment with the Organization is subject to Indian laws. All disputes shall be subject to the jurisdiction of the courts of Ranchi city only.

### **14. Acceptance of our offer**

Please confirm your acceptance of this Contract of Employment by signing and returning the duplicate copy.

We welcome you and look forward to receiving your acceptance and to working with you.

**For Excel Venture Construction Pvt. Ltd.**

Excel Venture Construction Pvt. Ltd.

*Ramesh Akhtar*

Authorised Signatory

**Authorized Signatory**

683  
Date: 07 MAR 2022  
Notary Public, Ranchi (Jharkhand)



Before,  
Notary Public  
Ranchi.

AFFIDAVIT

I, Dharmendra Kumar Pandey S/o Sri Parasnath Pandey, resident of Vill & Post and P.S.-  
Rajpur, Rohtas, Bihar do hereby solemnly affirm and state as follows :-

- 1. That I am a B. Tech (Civil Engineer).
- 2. That I render my service as Site Engineer to Excel Venture Construction Pvt. Ltd. A-104, Symphony, Plot No.-9, Near Sahjanand Chowk, Harmu, Ranchi, Jharkhand.
- 3. That for any kind of wrong I shall be fully responsible for the same.

Sworn and signed at Ranchi on this the 5<sup>th</sup> day of March, 2022.

The deponent who has been identified by Sri..... Advocate, Ranchi has solemnly affirmed and declared that the above statements made are true to the best of my knowledge and belief.

*Dharmendra Kumar Pandey*  
Deponent  
Identified by me.

Advocate.  
*[Signature]*

Signature Attested on  
identification of Lawyer

Notary Public, Ranchi.



Vikash Kumar Simha,  
NOTARY PUBLIC, RANCHI