

1st February 2019

To,

Mr. Bishwjeet Biswas
B-303, Bhoomiheen Camp,
Govind Puri
New Delhi-110019

Dear Bishwajeet,

Sub: Letter of Appointment

We are pleased to appoint you as an "Executive Assistant" w.e.f. 1st February 2019 on the following terms and conditions:

1. **SALARY:** You will be paid gross salary of Rs.65,000/- (Rupees Sixty Five Thousand Only) per month. Please note that your salary is a confidential matter and it should not be discussed with any employee of the company or related party.
2. **PLACE OF POSTING:** You would be based in our office in Delhi. However, during the course of your employment, if required, you would be transferred or required to travel both within India and abroad. The terms for such travel / transfer will be governed by policies of the company.
3. **PROBATION:** Please note that your probation will be for a period of 3 months from the date of joining. After the completion of Probation Period (or any time in between, as the case may be), your performance shall be reviewed by the concerned director preferably within one month thereafter. Please note that until and unless the confirmation letter is issued, the period of probation will deemed to be extended, reasons for extending the probation will be conveyed to you.
4. **LEAVE:** You shall be entitled for leaves as per Leave Policy of the Company as updated from time to time.


Witworth Insolvency Professionals Private Limited

Registered office : 93, DDA Site-1, Shanker Road, New Rajinder Nagar, New Delhi-110060

Corp. off.: C-124, Ground Floor Lajpat Nagar-I, New Delhi-110024

Mob.: +91-9811990332 • Tel.: 011-40567644 Email: contact@witworthipe.com

www.witworthipe.com

CIN: U74999DL2017PTC314322

Delhi • Mumbai • Kolkata • Hyderabad



Holiday List: National Holidays (3) Office will remain closed on these three holidays: Republic Day (January 26), Independence Day (August 15) and Gandhi Jayanti (October 2).

Festival Holidays: Delhi office will remain closed on Holi, Dussehra, Diwali and Christmas holidays.

Individual Own Choice Holiday (1): Employee may choose any one day of the Year by intimating the same to HRD.

5. **EXIT PROCESS:** Please note that unless specified to the contrary, all employees on probation shall not be entitled to any notice period if they are not confirmed for any reason whatsoever by the company, and if they leave the company, they will be required to give written notice of 15 days about his/ her leaving/ disassociation.

In case if confirmed employee leaves, he/she will be required to provide one month (30) days written notice, unless specified differently in any particular case, of her/his leaving/disassociation. Please note that no leave shall be granted during the notice period. However, if any leave is taken during the notice period, period of notice will be extended by such leave days and if any unavailed leave is balance, the same shall not be adjusted in the said notice period.

The services of any confirmed employee can be terminated with immediate effect by serving a termination notice in writing (without salary / without notice period) in the event of your misconduct including but not limited to fraudulent, dishonest or undisciplined conduct of, or breach of integrity or embezzlement, or misappropriation or misuse by you of the company's property, or failure to comply with the direction given to you by authorized persons, or your insolvency or conviction for any offence involving moral turpitude or breach by you of any terms of this T&C or company's policies or other documents or directions of the company, or irregularity in attendance or your unauthorized absence from the place of work for more than 5 working days or closure of the business of the company or your conducting yourself in a manner which is regarded prejudicial to company's own interest or to the interest of the its clients. Notwithstanding anything aforesaid, your terminations shall be subject to the satisfactory completion of your existing work assignments. The termination of employment hereunder is without prejudice to our rights to claim the damages caused with such breach.

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Any employee (either on probation or confirmed) who does not provide the required period of notice before leaving the company, he or she will neither be entitled to his/her dues for the previous month nor the perks/ reimbursement claim/ OPE for all months spent by such employees for the company's work before he/ she leaves the company.

Further In the event of any disciplinary action or contemplated disciplinary action/, you may be suspended from service anytime without payment of your salary.

6. **RESIGNATION/TERMINATION/DISENGAGEMENT PROCESS:** On Resignation /Termination /Disengagement, you will immediately give to the company all correspondence, books, files, books of accounts, documents and data, drawer keys etc. or any physical asset of company such as stationery, computer peripherals etc. belonging to the company or relating to its business and shall not retain or make copies of these items.
7. **EXIT CLEARANCE CERTIFICATE:** In the event of permanent disengagement with the company on any account whatsoever, termination or resignation, you will be required to complete the "Exit Certificate" & "Declaration" and submit the same prior to full and final settlement of accounts.
8. **INTELLECTUAL PROPERTY RIGHTS:** You shall acknowledge and agree that any copy rightable work prepared by you within the scope of your employment are "works for hire" under the applicable copyright law and that the company will be considered the owner of such work. You shall hereby assign to the company the entire copyright and all other rights in and to the works performed by you in relation to you employment.
9. **COMPANY'S PROPERTY:** You hereby agree that any work prepared by you during your tenure with the company belongs to the company and our company will be the owner of any such work. You hereby assign to us the entire copyright of works performed by you in relation to your employment. Any books, documents, circulars, files, equipment shall at all times remain the property of our company and shall be returned by you to the company on disassociation. If you fails to do so, the company may withhold payment of your dues, if any, and /or take such steps as may be required for the purpose of recovery. You will be responsible for all such items or property and shall immediately report loss of property if any.

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10. NON- COMPETE: During your engagement with the company you shall not engage in any competitive business or competitive assignments. You shall be working with the company on full time basis and during this assignment; you shall not undertake any business, job, work or payment from any other employer.

11. CONFIDENTIALITY:

(i) During the period of your employment with the company, you will not engage, concern, interest directly or indirectly in any other part time occupation, or part time employment whatsoever without prior consent in writing of the company and you shall devote all your time, attention and abilities exclusively to the performance of your duties. You shall not divulge to anyone, any data or information of confidential nature concerning the company and services. Database and document including those created by you or kept with you, shall belong to the company.

(ii) During such times as you may be engaged in connection with the business of any sister/associate concern (s) of the company, you will at all times readily conform to, obey and execute all lawful orders and instructions which may be issued to you by Management of such other sister/associate concerns.

(iii) The company shall expect you to work with a high standard of initiative, efficiency and economy at all time.

12. BACKGROUND CHECK/ VERIFICATION: This arrangement is subject to satisfactory verification of your character, antecedents and testimonials and is based on the details provided by you in your application to the company. If the information given by you is found false or incorrect, it may result to immediate termination of your engagement without any notice.

13. JURISDICTION: You agree that the interpretation and enforcement of this Terms and Conditions shall be governed by the laws of India and in the event of any dispute regarding the terms and conditions of your appointment, you will be subject to the jurisdiction of the relevant courts of law at Delhi.

The Company reserves the right to amend all or any of the terms of your employment from time to time. The promotion is a sole function of the Board and can be given at the

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discretion of the Board after evaluation of your performance. You will keep us informed of any change in your residential address and contact details.

By accepting this offer there is an implicit confirmation by you that you are medically fit to effectively render your services/duties for which you are hired or for any other assignment that may be given to you from time to time.

Further, your appointment will be subject to authenticity and validity of your educational and other related documents.

In token of your acceptance of the aforesaid terms, we request you to sign and return the duplicate letter for the purpose of our records.

We wish you a rewarding career with the company over the years to come.

**Yours sincerely,
for Witworth Insolvency Professionals Private Limited**


**Sandeep Gupta
Director**




**Accepted
Bishwajeet Biswas**



KNOWLEDGE SHARING AGREEMENT

This Agreement ("**Agreement**") is executed at New Delhi on this 1st day of February 2019:

BY AND BETWEEN

M/s. Witworth Insolvency Professionals Pvt. Ltd., having its corp. office at C-124, Ground Floor, Lajpat Nagar-I, New Delhi 110024 through its Director, Mr. Sandeep Gupta (hereinafter referred to as the "**Company**") authorized vide a Board Resolution dated 1st August 2018 to sign and execute this agreement, **PARTY OF THE ONE PART;**

AND

Mr. Bishwjeet Biswas, S/o. Late Shri Prakash Biswas, R/o. B-303, Bhoomiheen Camp, Govind Puri, New Delhi-110019 (hereinafter referred to as the "**Second Party**"), **PARTY OF THE OTHER PART.**

The Company and the Second Party are sometimes hereinafter referred to collectively as "Parties", and individually as "Party".

Recitals

WHEREAS the Company is an Insolvency Professional Entity registered under the Insolvency and Bankruptcy Code, 2016 by Insolvency and Bankruptcy Board of India (IBBI).

AND WHEREAS the Second Party has been employed w.e.f. 1st February 2019 ("**Appointment Date**") and is designated as an "Executive Assistant".

AND WHEREAS at the time of appointment of the Second Party as an Executive Assistant, the terms and conditions of his employment as agreed are reproduced below for the sake of clarity and any ambiguity in future regarding the same.

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ON THE APPOINTMENT DATE, THE FOLLOWING WAS AGREED BY AND BETWEEN THE PARTIES:

1. Obligations of the Second Party

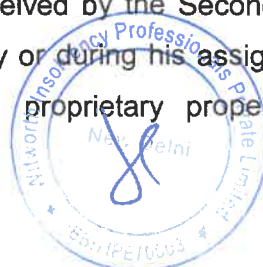
The Second Party unequivocally agreed that:

- a) He will exclusively work for the company and will devote his entire professional time, energy and attention to the work of the company.
- b) He will not either directly or indirectly engage himself (full time or part time) elsewhere in any job, profession, business, consultation or occupation of any nature. Further, he will not professionally interact with any person (including his former clients) in his personal capacity except as a representative of and under the aegis of the company.
- c) He will not accept any payment (monetary or in any other form) from any client or any third party for any services rendered by him and all invoices for the services rendered by him shall only be raised through and in the name of the company.

2. Confidentiality

The Second Party agreed to maintain strict confidentiality and secrecy in respect of all matters handled by him in and on behalf of the company and also in respect of any and all information, data, files, applications, orders, representations, authorizations, records, correspondences, statistics, material, business strategies, transactional documents, contact list or documents etc. relating to the company or its clients that he may have access to including the Intellectual Property of the company and its clients (hereinafter such information, data, files, applications, orders, representations, authorizations, correspondences, statistics, material, business strategies, transactional documents, contact lists, or documents collectively referred to as the "**Confidential Information**"). It was specifically agreed that all information, documents, files and records received by the Second Party (including Confidential Information) through the company or during his assignment with the company shall always remain confidential and proprietary property of the company. Such

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information and documents will include, but not limited to, all information disclosed by the company or its past/present/prospective clients to the Second Party or otherwise received by him through the company or its clients or from any other source, whether such information is communicated orally, electronically, in writing or otherwise acquired by the Second Party as a result of his appointment with the company and which pertains to the business or the activities of the company or its clients.

It was further agreed that the Confidential Information in Second Party's possession and control shall be returned to the company, together with all copies thereof (stored in any tangible or intangible form) at the earlier of: (i) the date that the return of such material is requested by the company; or (ii) at the end of his appointment with the company either on account of him leaving the company voluntarily or the termination of his assignment by the company.

3. Adherence to Company Regulations and policies

The Second Party agreed to unconditionally and unequivocally follow the Company Regulations and policies as amended from time to time, which forms an integral part of this Agreement.

4. Data and Information

The Second Party agreed that he will not make copies (either soft or hard) of any of the draft / final documents / agreements, templates, Confidential Information and standard forms from LAN/server, any files in the computer and/or carry/transmit the same outside the office premises for his personal gain. The Second Party will also not carry, outside the office premises, copies of any legal opinions, agreements, contracts, due diligence reports and any other legal documents (of whatever nature and by whatever name called) prepared/created for previous, existing or prospective clients of the company. It was further agreed that all work product such as pleadings, drafts, agreements, opinions, reports, presentations, files, database, client network etc. developed by the Second Party, alone, or in assignment with other members of the company, during his assignment with the company shall, at all times, be the sole and absolute property of the company.

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5. **Non Solicitation**

The Second Party agreed that he will not solicit any of retainer or consultant or client or associate (present or prospective) of the company once he ceases to be a member of the company.

6. **Settlement of Dues**

Upon the cessation of the assignment of the Second Party with the company and as a pre-condition of settlement of the Second Party pending dues, the Second Party will execute an undertaking and a declaration confirming that he has fully complied with all the terms and conditions of this Agreement and that he is not in possession of any Confidential Information or any other documents including copies thereof belonging to the company or its past, present or prospective clients.

7. **Survival of Covenants**

The obligations of the Second Party under Sections 2, 4, 5 and 6 of this Agreement shall survive the termination of this Agreement or his disengagement from the company.

8. **Waiver**

The failure of the company to enforce any of the provisions of this Agreement for any period of time shall not be construed as a waiver of such provisions or of the right of the company to enforce each and every provision in the future.

9. **Invalidity**

The invalidity or unenforceability of any particular provision of this Agreement shall not affect or impair the other provisions hereof and this Agreement shall be construed in all respect as if such invalid or unenforceable provision has been omitted.

10. **Headings**

The section headings appearing in this Agreement are used for convenience of reference only and shall not be considered a part of this Agreement or in any way modify, amend, alter or affect the meaning of any of its provisions.

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11. **Amendment or Alteration**

No amendment or alteration of the terms of this Agreement shall be valid unless made in writing and signed by the Parties hereto.

12. **Severability**

The holding of any provision of this Agreement to be illegal, invalid, or unenforceable by a court of competent jurisdiction shall not affect any other provision of this Agreement, which shall remain in full force and effect.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS TO THIS AGREEMENT ON THE DAY, MONTH AND YEAR MENTIONED HEREINABOVE.


Sandeep Gupta
Director
Witworth Insolvency Professionals Pvt. Ltd.




Bishwjeet Biswas
Second Party

WITNESS:

1. **Signature:** 

Name: Shashi Raturi

D/o : Mr. Inder Mani Raturi

R/o. : 34/43, Himmat Puri, Mayur Vihar, New Delhi – 110 091