



ICA EDU SKILLS Pvt. Ltd.

(Formerly known as ICA INFOTECH Pvt. Ltd.)

27, Netaji Subhas Road, 4th & 5th Floor, Kolkata- 700 001, West Bengal, Tel : 033 4000 6000

Fax : 033 2231 5556, E-mail : crm@icagroup.in | Website : www.icajobguarantee.com

CIN : U72200WB1999PTC090542



ICA/APPL/03662

Date – 02/01/2019

Mr Kumar Aakash
601, Tower 11
Sector 1, Khelgaon
Hotwar- 835217

Sub: Appointment Letter

Dear Mr Kumar Aakash

Congratulations!!

With reference to the interview, we are pleased to offer you an appointment in this company as “**Senior Manager : Cluster Head**” at **Govt - Jharkhand-RO** on the following terms and conditions. We believe that you will be a valuable addition to the team and wish you all success in this assignment.

Compensation: Your Annual Gross base Compensation will be Rs. 8,84,886/- [Rupees Eight Lakh Eighty Four Thousand Eight Hundred Eighty Six and Zero Paise Only] and Annual Variable Pay will be Rs 1,25,000 (Rupees One Lakh Twenty Five Thousand and Zero Paise Only) . Refer to the Offer Letter for your compensation details and will be subject to deduction of tax at source as per statutory regulations.

Your date of joining in the organization is **25/08/2018**.

We once again welcome you to ICA and look forward to your contributions in growing the business with the team here.

For ICA Edu Skills Pvt Ltd.



Arindam Ghosh
Chief Human Resource Officer

(I have read and completely acquainted with the terms and conditions laid down herein in this Letter of Appointment and being completely satisfied I hereby acknowledge agreed to abide by and signify my acceptance over the same.)

Received and Accepted
Signature

Enclosed: Annexure I



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Annexure – I

1. Placement & Compensation: You will be placed at **C1** level of the Company, and will be entitled to compensation (salary and other applicable benefits) as detailed in the Offer Letter. Compensation will be governed by the rules of the Company on the subject, as applicable and/or amended hereafter as per existing policies of ICA. ICA shall have the discretion to analyze, review and change your Salary Structure in sync with your performance. Your Gross Salary is subject to deduction of Tax at Source.

2. Posting & Transfer: You will be based at the **Govt - Jharkhand-RO** and you are liable to be transferred anywhere in India to any department, facility or establishment forming part of our Organization or associate/affiliate companies, existing today or which may come up in future the decision of which shall be at the sole discretion of the management of the ICA and ICA reserves the right in this respect and any requisition and/or resignation tendered by reason of such transfer shall not be entertained and/or accepted by ICA and in such event you shall not be entitled to any remuneration/benefits from the company's end and you will abide by the working conditions of such departments, office or establishment. In such a case, you will be governed by the terms and conditions of the service applicable at the new placement location.

3. Full Time Employment: Your position is of a whole time employment with the Company and you shall devote yourself exclusively to the business and interests of the company. You will not take up any other work for remuneration (part time or otherwise) or work in an advisory capacity, or be interested directly or indirectly in any other trade or business either directly or indirectly i.e. even not by any venture particularly of similar nature in the name of your spouse and/or any other family member and/or relative during your employment with the company. You will also not seek membership of any local or public bodies without first obtaining specific permission from the Management.

Please note that violation of this clause in specific shall lead to and shall constitute to be sufficient and lawfully valid ground for immediate termination of your services in the company without being entitled to any remuneration/compensation of any manner whatsoever from the company's end and ICA shall reserve the right to claim and/or levy compensation/damages from you including taking legal recourse for the same.

4. Confidentiality: In the performance of your duties, you will come to possess information (written or unwritten) on the Company's operations, processes and plans. All such information shall be held by you in the strictest of confidence and shall not be divulged to any person during your service with the Company or thereafter. In the event of your contravening this confidentiality provision while in the service of the Company or thereafter the Company will be at liberty to initiate appropriate legal proceedings.

5. Non – Disclosure:

During the course of your Service contract with us you will have access to confidential/proprietary information of the company, its projects, its clients, its business transactions, and associated companies. You shall not during your course of Service and even after you have ceased to be in the Service of this organization, disclose such confidential/proprietary information to any third party and/or any unauthorized person except with the prior written approval of the Management of the Company.

You are obliged to sign and execute a Non-Disclosure Agreement specific to a particular client or project as and when required or as and when deemed fit and proper by the company. This would be in addition to the Service contract, signed by you at time of your appointment.



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Prior to joining the company, you will ensure that you are and will be free from any contractual restrictions preventing you from accepting this appointment or starting work on the joining date.

In specific cases, e.g. writing for a magazine/journal, speaking at various forums explicit permission from the Company has to be taken prior to your engaging in such activity. At any time, if it is found that there is any breach of this condition on your part, your services are liable to be terminated at the sole discretion of the Company.

6. Intellectual Property Rights: Any product development, process, discovery, plan, specification, program, design, process, adaptation or improvement in procedure or other matters of work which can be the subject matter of protection granted to any intellectual property rights(including without limitation patents, designs and copyrights), made, developed or discovered by you alone or jointly with any other person or persons while in the employment of the Company, in connection with or in any way affecting or relating to the business of the Company or capable of being used or adapted for use therein or in connection therewith shall forthwith be disclosed to the Company and shall belong to and be the absolute property of the Company. On joining, you will be requested to sign a formal Confidentiality agreement with the Company.

7. Ownership of Outputs / Developments in Course of Employment/Service contract:

You shall be involved in various development activities related to different Projects of your specific field of Services during the tenure of your service contract with the company, which shall require the application of your skills, knowledge, techniques and capabilities etc. The Products, data and outputs, designs, graphics, modules of such application of your skills and knowledge shall be and shall remain the exclusive property of the Company over which you shall not lay any claim, interest and any proprietary right to.

8. Relocation Assistance: You will be entitled to relocation assistance, if applicable, as per Company policy. In the event you leave the Company prior to completing 12 months of service, you will be liable to reimburse the company all costs incurred by the company in your relocation. The Company reserves the right to deduct this amount from your final settlement.

Further, till such time as all relocation costs have not been reimbursed to the Company, the Company reserves the rights to, at its sole discretion, refuse to accept your resignation as an employee of the Company. It is hereby clarified that in such case, you will be deemed to continue to be a full time employee of the Company.

9. Termination:

- (i) In an "Event of Breach", which shall include fraud, gross negligence, non-performance, breach of confidentiality, refusal to discharge duties attributed to you by the company, or breach of the above terms and conditions or any act or omission which may affect the Company, the company shall have the right to forthwith terminate your association with it without being liable to pay any amounts/benefits in respect thereof.
- (ii) In case any information furnished by you either in your application for employment or during the selection process is found to be incorrect / false, and /or if it is found that you have suppressed any material information in respect of your qualifications and work experience profile of the past or failed to furnish a valid Release Letter from your former employer, if any, the Company reserves the right to terminate your services anytime without notice or compensation in lieu of notice. You shall be liable to pay to the company a fine or compensation to the tune of the amount equivalent to the costs incurred by the



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company over you during the term of your Service in the company and also for the loss of the infrastructure and resources to the company.

- (iii) If you remain absent from work without authorization or reasonable explanation, for more than seven consecutive days, it will be presumed that you are no longer interested in working for the Company and have abandoned its service. In such case, you shall not be entitled to any statutory compensation.

10. Absenteeism without Notice:

Absence without leave or remaining absent beyond the period of leave originally granted / sanctioned or subsequently extended, shall result in voluntary termination of your employment without any notice unless you

- (i) Return to work within **7 days** from the commencement of such absence, and
- (ii) Provide satisfactory explanation to management regarding such absence.

Absenteeism will affect as loss of pay for the absencing days and the salary for the day or the number of days shall be deducted out of your monthly pay scale.

You shall be under obligation to inform and give the company at least 3 days prior written intimation regarding any leave which may be required by you, subject to the confirmation by the company and it shall be at the discretion of the company whether to accept or reject the same.

11. FINAL COMPENSATION IN THE EVENT OF VOLUNTARY/INVOLUNTARY TERMINATION:

- i. In the event of voluntary termination/resignation by the employee, his final settlement/compensation shall be made within a period of 60 days from his/her last date of working subject to any deductions statutory or others to be made by ICA or any other deductions/damages towards any loss incurred by ICA by any conduct or act of such employee either by commission or by omission as the case may be which the company shall be entitled to claim and/or retain from such final payment/compensation amount of such employee.
- ii. In the event of involuntary termination i.e. termination effected by ICA on the grounds of gross misconduct, negligence of duties or severe insubordination of the superior officers of the company or non-compliance of their standing orders and instructions or by reason of violation of company regulations, code of conduct and/or violation of any terms and conditions contained herein in this Appointment Letter, the employee terminated shall not be entitled to any claim/claims, benefits, compensation whatsoever from the company except for what may be considered just and proper by the company.

12. Your appointment is subject to a probation period of 6 (Six) months depending on your performance. On the successful completion of probation period, you would be absorbed as a regular employee of the organization. The company however reserves the right to extend the probation period in its discretion. During the probationary period and any extension thereof, your services may be terminated on either side by giving 7 (seven) days' notice or salary in lieu thereof. However, on confirmation the services can be terminated from either side by giving **30 days'** notice.



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Upon termination/resignation of your employment with the Company, you shall forthwith return to the Company all assets and property of the Company including all documents, files, books, papers, memos, software or any other property of the Company in your possession or under your control.

13. Training: In the event of your leaving the organization after being sent for training, the cost incurred towards the training will be recovered from the settlement in the event of you leaving the organization within 12 months from the date of completion of the training.

14. Leave Entitlement: You will not be entitled to any leave during your probation period. On completion of your probation, 2 leaves per month will be added to your account.

You will be entitled to statutory benefits such as Provident Fund etc., as per the policies of the Company and applicable legislations.

15. Employee's Obligations and Covenants:

Whilst in service of the company:

- (i) You will not engage in any trade or profession or undertake any employment, full or part-time, while in the service of the company.
- (ii) You will have no objection to working extra hours in accordance to the specific requirements of the job.
- (iii) You will carry out your duties with due diligence and loyalty at all times, keeping the Company's interest paramount.
- (iv) You shall not, under any circumstances either directly or indirectly, receive or accept for your benefit any commission, rebate, discount or profit from any person, company or firm or client having business transactions with your Company.
- (v) During the tenure of your Service, you will be bound by the Company's Rules and Regulations framed and enforced from time to time. The Company reserves the right to amend or alter the said Rules and Regulations at its discretion and these will be deemed as Rules and Regulations in terms of your Service. You will be further governed by the rules & regulations, as well as standing instructions of **ICA** from time to time.
- (vi) This appointment letter is governed by and shall be construed in accordance with the laws of India, and both parties to this appointment letter shall submit to the Kolkata jurisdiction. This appointment letter contains the entire understanding between the parties and supersedes all previous agreements and/or arrangements relating to your association with the organization except to those, which have a circumstantial requirement made in your respective offer letter. Any amendment or modification to the terms of this appointment and conditions made herein will be effected by timely or periodically issued circulars/notifications by the company which shall be deemed to be the regulations/conditions in respect of this Appointment and further you shall be governed by such timely amendments and circulars. The terms and conditions of service are confidential and may not be disclosed to or discussed with anyone.
- (vii) You will be required to apply and maintain highest standard of personal/professional conduct and integrity and comply with all company policies and procedures. All acts subversive of good conduct and discipline like insubordination, gross negligence, corruption, fraud, forgery, misappropriation, etc would warrant strong disciplinary action from the company.



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- (viii) If you intend to terminate your services from the company, you shall give a written intimation regarding the same at least **30** days prior to the intended termination date. The said communication must be in the form of a letter handed directly in physical form to your respective Branch Offices. It would be mandatory for you to finish and wind up all the assignments, projects and jobs delegated to you pending during the period prior to such termination or resignation as the case may be and all the materials, database (in any form whatsoever) must be returned to the company prior to the such termination of services.
- (ix) Any and every material provided to you in document or in electronic forms are exclusively copyrighted to **ICA Edu Skills Pvt Ltd** and hence you will need to ensure that no third party infringement of the said copyrights is rendered possible due to any action (either through omission or commission) on your part during the tenure of your service in the company and even after it. On termination you must return to the ICA Corporate Office and/or Head Office all documents, e-records or any other promotional material (including visiting cards/letters/CDs etc.) in any form whatsoever that might have been handed over to you during your association with the company.
- (x) You shall not indulge in or starting any sort of competitive business similar in nature of the business of the Company or utilize or materialize the skills, techniques or methods gathered by you during the course of your employment with the company and this covenant agreed by you shall remain in force even after your employment with the company cease to exist.

16. Acceptance:

You are requested to put your signature and return the duplicate copy of this letter and annexure as a token of your acceptance of the terms and conditions mentioned herein.

All other terms and conditions will be governed by the Company's policies as stated from time to time

We look forward to your joining to be a successful and mutually beneficial association.

For ICA Edu Skills Pvt Ltd.



Arindam Ghosh
Chief Human Resource Officer

(I have read and completely acquainted with the terms and conditions laid down herein in this Letter of Appointment and being completely satisfied I hereby acknowledge agreed to abide by and signify my acceptance over the same.)

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