

## **LETTER OF ENGAGEMENT**

This letter of engagement is made this 20<sup>th</sup> Day of November, 2017 between **Highbar Technocrat Ltd**, the company registered under Company Act 1956 having its Office address at 27-30, Hindustan Kohinoor Complex, LBS Marg, Vikhroli West, Mumbai 400083 (hereinafter referred to as "Company"), and Ashish A. Gurav having his address at C-402, Krishna, Vasant Sagar, Thakur Vilege, Kandivali East, Mumbai-400101 (hereinafter referred to as "Consultant") and jointly referred as parties .

Whereas the company is engaged in the business of providing end to end IT solution for real estate and Infrastructure sector.

Whereas Consultant is having expertise in providing Legal Consultancy & Finalisation of contract and Legal documentation Advisory.

NOW THEREFORE, the parties agree to the following terms and conditions:

### **1. SCOPE OF ENGAGEMENT AND OBLIGATION:**

Under this letter of engagement, Consultant will provide the below services :-

1. Study of business Agreement and Giving Guidance thereon.
2. Finalisation of Business agreement given for study in favour of company.
3. Make himself available for over phone or physically if required for resolution of queries raised by the parties to contract/agreement.
4. Advice and legal opinion for any matters given to him by the company.

### **2. FEES AND PAYMENT**

- The company will pay Rs.2000/- per hour to the Consultant for rendering of services as mentioned in scope of work. The consultant needs to raise the invoices for the services provided and provide the schedule of time spent for the services .
- The above fees is exclusive of Taxes as applicable .
- Invoices for services rendered in a month will be raised on the last working day of the month, and will be paid within 15 days from date of invoice.

### **3. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY RIGHTS:**

Consultant shall protect and keep the Company's Confidential Information secret and in confidence and shall either directly or indirectly prevent the Confidential Information from unauthorized dissemination, access and use, and shall maintain highest degree of care to protect the Confidential information. Consultant will not use the Company's Confidential Information, intellectual property rights including but not limited to trade name, trade dress, trademark, appearance, copyright, trade secret, know-how or



patent for purposes other than those necessary to directly further the purposes of this Agreement in accordance with its terms. Consultant will not disclose to third parties the Company's Confidential Information or intellectual property rights without the prior written consent of the Company. Except as expressly provided in this Agreement, no ownership or license right is granted in any Confidential Information or intellectual property rights. For the purposes of this clause, "Confidential Information" means: (a) any trade secrets; and (b) any non-public information relating to the Company's product plans, designs, costs, prices and names, finances, marketing plans, business opportunities, personnel, research development or know-how including the terms of this engagement letter. "Confidential Information" shall not include information that: (A) is or becomes generally known or available by publication, commercial use or otherwise through no fault of Consultant; (B) is independently developed or learned by Consultant without reference to the Confidential Information; (C) is lawfully obtained from a third party that has the right to make such disclosure. The provisions of this clause survive termination of the engagement.

#### **4. TERM AND TERMINATION:**

The Company acknowledges and agrees that Consultant has been engaged to act as a Legal Consultant to the Company for a period of 12 (twelve) months from the execution of this letter of engagement unless extended mutually. Consultant's engagement hereunder may be terminated by either the Company or Consultant at any time and for reasonable cause upon written notice of not less than 30 days to that effect to the other party, it being understood that the provisions relating to the payment of expenses and fees, confidentiality, indemnification will survive any such termination. The Company though agrees to make good the expenses incurred specifically by Consultant for attaining the objectives of this agreement till the time of termination. In the event of termination or expiry of the engagement letter, the Consultant upon request by the Company, shall immediately return or otherwise dispose/destroy of the Company's Confidential Information, including all copies or reproductions of such information providing a written certification of such return or destruction of the Company's Confidential Information.

#### **5. RELATIONSHIP OF THE PARTIES:**

Either party to this engagement letter is an independent contractor. The engagement contemplated in this letter is on principal to principal basis. Consultant understands and agrees that its engagement is only for the purpose and period specified in this Agreement. The parties at this time have no intention to form any joint venture, employer-employee or agency-principal relationship.

#### **6. NON SOLICIT:**

During the Term and for six months after termination of the engagement, either party to the letter of engagement shall not directly or indirectly, on its own behalf or on behalf of others, in any capacity induce or attempt to induce any officer, director or employee to leave the Company or consultant.

#### **7. JURISDICTION AND DISPUTE RESOLUTION:**

This letter of engagement shall be governed by and construed in accordance with, the laws of India and subject to the exclusive jurisdiction of the Courts in Mumbai. In case of dispute arising between the parties the same shall be referred to a single arbitrator to be appointed by the Parties. The Arbitration



shall be conducted as per the provisions of Arbitration and Conciliation Act, 1996. The arbitral proceedings shall be held in Mumbai and shall be conducted in English language. The award of the arbitrator shall be final and binding on the parties.


**8. MISCELLANEOUS:**

- No waiver, amendment or other modification of this letter agreement shall be effective unless in writing and signed by each party.

**9. ACKNOWLEDGMENT AND ACCEPTANCE**

Please indicate your approval of the terms of this engagement by signing where indicated below.

For Ashish A Gurav,



**Ashish Gurav**

Date: 27/11/17  
Place: MUMBAI

For Highbar Technocrat Ltd



**Mangesh Wadaje**  
**CEO**

Date: 27.11.2017  
Place: Mumbai