

APPOINTMENT LETTER

Name: **Pankaj Shridhar Naik**

E-code: **LS03152**

This Letter of Appointment ("**Appointment Letter**") is entered into as on **10th Mar,2015**, between LOCON SOLUTIONS PRIVATE LIMITED, a company incorporated under the Indian Companies Act, 1956 and having its registered / corporate office at 3rd Floor, A-wing, Supreme Business Park, Hiranandani, Powai, Mumbai - 400076, hereinafter referred to as ("**Housing.com**") which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns and **Pankaj Shridhar Naik** Son/daughter of **Shridhar Dattatraya Naik** and having his/her permanent address at **Flat No:-C-1,Building no: 1,Kendriya Vihar,PCNTDA Sector no 4,Pune-Nashik highway,Post:Moshi,Pune-412105**.

(Together referred to collectively as the "**Parties**")

1. Terms of Appointment

- a) **Date:-** You are appointed with effect from 10th Mar,2015
- b) **Location:-** During normal course of work, you will report to the **Kalyani Nagar Office**, located at **Pune**. However the company reserves its rights to temporarily or permanently relocate you to any of its other office locations, which employee will comply with.
- c) **Designation:-** Your appointed designation is **Techie**
- d) **Team:-** You will be part of **NBO** Team in your normal course of work.
- e) **Job Responsibilities:-** You are being provided a detailed Job Description along with this appointment letter, based on discussions before placing of offer. You are required to sign one copy and return to us, for our records.
- f) **Schedule:-** Official working hours will be 8 hours a day from Monday to Saturday. However, the official working hours and/or days may vary depending on business needs/exigencies, and such requirements from business heads shall be binding on employees.
- g) **Probation:-** You will be on a standard probation period of three (3) months, during which your performance against objectives shall be reviewed. You will be entitled to inputs, feedback, support and assistance, as deemed necessary during this period. You shall be deemed to be in confirmed employment with us at the end of these three (3) months, unless otherwise specifically mentioned in writing. During the probation period, the Employee shall be entitled to the agreed salary and statutory leaves in force. If during probation either party wishes to terminate this appointment, there shall be a notice period of 15 days, unless otherwise agreed in writing.
- h) **Compensation & Benefits:-**
 - i) In consideration of the duties and services rendered, the Employee will be paid such salary, bonuses and Pother benefits as may be communicated by and at the sole discretion of Housing.com from time to time.
 - ii) Any salary or other payment made or credited to the Employee shall be subject to deduction, withholdings or other tax as may be mandated or required under any applicable law, regulation or guideline.

- iii) The Employee may be eligible for additional benefits as per the existing employment policies and rules of Housing.com.
 - iv) Salary increments will be ideally announced once a year and based on the Employee's work performance, company performance and industry benchmarks and shall not be considered as matter of right or routine.
 - v) The Company reserves the right to amend the Employee's compensation and benefit structure at any time, without prior notice.
- i) **Leave:-** You will be entitled to leave as per the existing policies of the Company in force, which may change from time to time.
- j) **Learning & Development:-** It is understood that based on company's needs to enhance your skillsets the company will provide requisite platforms for Learning & Development and thus invest a lot in the employee's growth and welfare.
- k) **Termination:-** This Appointment Letter can be terminated by either party by giving one (1) months' notice in writing or gross salary / wages in lieu thereof, during which time the employee will remain present for duties, unless otherwise specifically asked to. Upon termination, you agree to handover any and all relevant documents and work product to the Company, without delay. In the event the Employee terminates this Appointment Letter without giving the required, Company shall have the right to recover one (1) month's gross salary/wages from the balance dues. However, Company reserves the right to terminate the Services without any notice period, if the Employee is found to be guilty of any misconduct or breach of service conditions and the Employee shall not be entitled to any severance benefit. In the event of unauthorized absence or absence without permission or approval from duty for a continuous period of 5 days, Company may at its sole discretion terminate the Employee's employment with or without any notice of termination or notice pay.
- l) **Disclaimers** -
- i) The employee will not designate, assign or subcontract such Services to be performed to any other person or entity without the written permission of Housing.com.
 - ii) Appointment is subject to clearing pre-employment medical tests & positive professional and personal reference checks, at Company's option, the option of which shall be exercised latest before issue of appointment letter.
 - iii) The Company reserves the right to directly terminate employment of anyone who has found to have misrepresented themselves or facts or documents on the basis of which the appointment was made.
- m) **Non-compete:-** In signing this Appointment Letter as acceptance, the Employee agrees that during the period of one (1) year following the termination of services the Employee will not associate itself with any competitor company (Competitor Company defined as online real estate or online services related to what housing is offering). In the event the Employee joins any competitor company the Employee will be held responsible for civil and criminal liabilities in the jurisdiction of India.

- n) **Confidentiality:-** You will not disclose any confidential information or trade secret of Housing.com or any of its affiliates to any unauthorized person or persons or misuse the confidential information or trade secrets of Housing.com or any of its affiliates. If at any given point in time, it has been found that the Employee is associated with any competitor company, Housing.com shall not be liable to pay any dues owed to the Employee. The Employee will not, whether in the employment of Housing.com or not at any time, without the consent of Housing.com in writing, disclose, divulge or make public except under legal obligations, accounts, transaction or dealings of Housing.com which ought not to be disclosed or made public whether the same be confided to you or become known to you in the course of your employment with Housing.com or otherwise.
- o) **Conflict of Business Interest:-** During your employment with the Company, you shall not undertake, carry on, participate in or associate with any other business, trade or profession in any capacity whatsoever, except with the prior written (approval of an authorized company representative, in writing, which may be given at the sole discretion of the management
- p) **Others:-** The Employee will be governed by the laid down policies of Housing.com. In case of any violation, notwithstanding any other terms and conditions stipulated herein, Company reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interest. The Employee shall not receive any presents, gifts, commissions, advances, loans or any other sort of gratification or benefits in cash or kind from any person, party, firm or company associated with Housing.com. If the Employee is offered the same, the Employee shall immediately report such matter to the HR representative, in writing. The Employee undertakes and agrees that all property including all correspondence addressed to or by the Employee, specifications, vouchers, literatures, books, circulars, articles, goods etc. or property of any nature whatsoever belonging to Housing.com or relating to the Company's business which shall come into the Employees possession in the course of employment or otherwise shall be held by the Employee as a trustee for Housing.com and the Employee shall return/deliver the same to Housing.com on demand or in the event of termination of Service. It is the employee's prerogative to intimate the HR representative in case of any changes to their personal details, including address, marital status etc.
- q) **COPYRIGHT:-**All the research done and data generated including that of the client database is the sole property of Housing.com. Unauthorized storing, copying, deleting or transmitting (in hard/soft or any other means) of any other information will be in breach of contract and is a serious legal offence strictly prohibited. This will lead to immediate termination without any notice. All losses on such offenses will have to be fully compensated in monetary terms.
- r) **APPOINTMENT IN GOOD FAITH:-** It must be specifically understood that this offer is made based on the proficiency and technical/professional skills the Employee has declared to possess as per the Employee's application for employment and ability to handle any assignment/job independently. In case at a later date any of the Employee's statements/particulars furnished are found to be false or misleading or the Employee's performance is not up to the mark or falls short of the minimum standard set by Housing.com, Housing.com shall have the right to terminate the Employee's Services forthwith without giving any notice notwithstanding any other terms and conditions stipulated therein.

- s) **Medical Fitness:** - The Employee's appointment and its continuance are subject to the Employee being and remaining physically and mentally fit. The management shall have right to get the Employee medically examined periodically by a registered medical practitioner of their choice, whose opinion on the Employee's fitness or otherwise shall be final and binding on the Employee.
- t) **COMPANY ASSETS AND RESPONSIBILITY OF AN EMPLOYEE:-**The Employee will be handed over company assets (For e.g. Laptop, Camera, Bag, Mobile phone etc.). It becomes the responsibility of the Employee to handle the particular assets with care. In case of any severe damage the Employee will be responsible for its repair. Housing.com does not provide ownership of any asset provided to an employee. In case of resignation or termination the Employee's salary will be put on hold and the same will be cleared depending upon dues pending if any within 45 days from the last working day. All assets should be submitted on the Employee's last day of working at Housing.com to avoid future Legal consequences.
- u) **Governing Law:** - This Appointment Letter shall be interpreted pursuant to the laws of India. The Employee acknowledges and agrees that it is accepting this Appointment Letter voluntarily and without any duress or undue influence by Housing.com or anyone else and that the Employee has carefully read and fully understands, all the provisions of this Appointment Letter, and knowingly and voluntarily accepts this Appointment letter.

Please return the duplicate of this letter duly signed by you in token of your acceptance of this offer of employment. We welcome you to our organization and look forward to a long and happy association.

Yours Sincerely,

FOR LOCON SOLUTIONS PVT. LTD,
(HOUSING.COM)

Address: 3rd Floor, A-wing, Supreme Business park, Hiranandani, Powai, Mumbai - 400076,

I have read this letter and fully understood the terms and conditions of my services and I accept the same without any reservations.

Name: _____

Title: _____

Signature of Employee