

05 December, 2024

To,

Avinash Kumar

RE: APPOINTMENT as Senior Associate – Trespect,

Dear **Avinash**,

We are pleased to offer you an appointment with **ANAROCK Property Consultants Pvt Ltd**, on the terms and conditions as per attached and as follows:

1. Position

You will be appointed as **Senior Associate - Trespect**, You will have a direct reporting to **Gaurav singh, ANAROCK Property Consultants Pvt Ltd.** or such other reporting manager as may be advised to you by the Employer from time to time.

Although you have been selected initially for the Trespect, your services may be utilised by the Firm in any other department, according to the needs of the business.

The Firm reserves the right, to make reasonable changes to any of your terms of employment, which will be communicated to you in writing.

Notwithstanding anything contained in this Employment Letter or otherwise, during the term of your employment, at the Employer's sole discretion, you may be transferred to any other separate legal entity or associate company or a subsidiary or a wholly owned subsidiary that the Employer may deem fit and proper.

2. Date of Commencement

Your date of commencement is **10 December, 2024** or earlier as agreed. You will initially base yourself out of the **ANAROCK Property Consultants Pvt Ltd** office in **Bangalore**. You will be required to travel/relocate from time to time within India and Asia Pacific countries, or such other locations, as business requires.

3. Remuneration

- A.** You will be entitled to a base salary of INR **5,20,000/- (Indian Rupees Five Lakhs Twenty Thousand only)** per annum. You will be responsible for payment of your personal income tax as per all applicable Indian tax laws.

Please understand your salary is a strictly confidential agreement between yourself and the Employer. You are welcome to contact your business representative / HR manager for any clarifications / explanations. However, this should not be discussed with any of your colleagues. Any breach of this clause will be construed as a professional misconduct.

The Employer's policy on remuneration reviews is that they are conducted annually and are discretionary. You will be paid monthly on or around the last working day of each month or as determined, for the period covering the first day to the last day of each month.

The Employer will be entitled, at any time during your employment, or in the event of termination, however arising, to deduct from your salary any monies due to the employer, including, but not limited to loans or advances, and any excess holiday pay.

B. Incentive/Bonus/Miscellaneous

Revenue Based Variable Incentive

Your variable part (incentive) of salary will be governed by an incentive scheme for Residential Services Business Line for the period under review as applicable to your level as per the commission policy of the year. Please refer to the Firm's policy on Incentive Scheme for Residential Services.

The Employer will be entitled, at any time during your employment, or in the event of termination, however arising, to deduct from your salary any monies due to the employer, including, but not limited to loans or advances, and any excess holiday pay.

4. Medical Benefits

You will be covered under, "Term Life" and "Medical Insurance" as per the firm's policies.

5. Mobile Phone

You will be reimbursed mobile expenses as per the mobile policy of the company. The firm as a policy does not provide handsets to its employees.

6. Probation

You will be on probation for a period of 6 (Six) months from the date of commencement ("Probation Period") and subject to your performance during this Period , the Employer, at its sole discretion, will either confirm you, or take a decision to release you from the services. In the event, no communication is made you in writing or otherwise, by the Employer at the end of Probation Period, your employment shall be deemed to be confirmed. However, in the event Employer is of the view to extend the Probation Period, you shall accordingly be notified in writing and in the event of non-performance during the Probation Period. the Employer retains its right to terminate your employment by giving you either a 7 days notice period or a salary in lieu of the said 7 days notice period. Notwithstanding anything contained hereinbefore, You may also during the Probation Period choose to terminate your employment by providing the Employer either a 7 days notice period or a salary in lieu of the said 7 days notice period.

7. Hours of Work

Your normal hours of work will be from **9:30 a.m. to 5:30 p.m. from Wednesday to Monday**. Due to exigencies of work, you may be required to work beyond normal working hours for which you will not be paid any overtime salary.

8. Annual Leave and Holidays

You will be entitled to Casual/Sick leave/Privilege Leaves as per company policy. You are encouraged to refer to Leave Policy for more details.

You will be entitled to holidays as declared by the firm every year and the same will be displayed on Saboo for reference

9. Termination of Employment

Post the successful completion of the Probation Period, either party may, at any time for their convenience terminate the employment by providing to the other party **1 (One) month** prior notice in writing (**"Notice Period"**) or a salary in lieu of the said Notice Period. In the event you

fail to provide the Notice Period and the said amount falls short by reason of absconding or otherwise, you agree, acknowledge, and provide your consent to recover the said short fall amount from your full and final settlement amount including your gratuity, if any as a debt to us.

Notwithstanding anything contained in this letter of employment, the Employer retains its right to summarily dismiss your employment without any notice period or a salary in lieu of the said notice period in the appropriate circumstances such as when you have been considered guilty of misconduct or fraudulence or in gross violation of either applicable laws or of the Employer's applicable policies. Further, for such time period, the Employer may, in circumstances in which it reasonably believes that you are guilty of misconduct or in breach of your employment terms including but not limited to policies, in order that the circumstances giving rise to that belief may be investigated, we may at our option suspend you from the performance of your duties or exclude you from any of our office premises without assigning any reason. And we may at our option either continue to pay or cease to pay you the remuneration during such period of suspension or exclusion.

If at any time during the period of your employment, should there be a non-performance from your end, the Employer retains its right to put you under a performance improvement plan ("PIP") for a 1 (One) month period in partnership with the HR business partner. In the event, you fail to perform during this PIP, the Employer retains its right to terminate your employment with 1 (One) month notice period or a salary in lieu of the said notice period

10. Restrictions after termination

You covenant with us that you will not at any time in any Capacity in any Restraint Area during the Restraint Period:

- (i) Induce or attempt to induce any of the Employer's employees to terminate their agreements or contracts with the Employer.
- (ii) Solicit or attempt to solicit the Employer's business or customer of any its client (excluding people who become Employer's clients after the date of termination of your employment), or any person who during the twelve months preceding termination of your employment with the Employer was its client
- (iii) Solicit or attempt to solicit the Employer's business or customer of any person whose business or customer was, to your knowledge, cultivating at the time of termination of your employment with the Employer

You separately enter into each of the covenants resulting from the combination of each separate Capacity in clause 'a' below and with each separate Restraint Period with the Employer.

Each of those covenants constitutes a separate covenant given by you. If any one or more of those separate covenants is or becomes invalid or unenforceable for any reason, that invalidity or unenforceability will not affect the validity or enforceability of any of the other separate covenants which remain binding on you.

You acknowledge that these obligations are:

- (a) fair and reasonable in regard to the subject matter, area and duration;
- (b) reasonably required by the Employer to protect its business and goodwill and financial interests;
- (c) given voluntarily and without any coercion or pressure.

If any provision is void, voidable by each party, unenforceable or illegal it must be read down so as to be valid and enforceable or, if it cannot be read down, the provision (or

where possible, the offending words) must be severed from this obligation without affecting the validity or enforceability of the remaining provisions (or parts of those provisions) of this obligations which must continue in full force and effect.

The obligations set out above are made in favor of the Employer and may be enforced by it by injunction proceedings without prejudice to any other rights or remedies which it may have.

11. Definitions

(i) "**Capacity**" means any capacity whatever including (without limitation) as a shareholder, director, sole trader, Partner, joint venture, consultant, agent, employee or adviser;

(ii) "**Restraint Area**" means any territorial jurisdiction of India.

(iii) "**Restraint Period**" means 12 (twelve) months commencing from the date of termination of your employment.

12. Undertaking / Code of Conduct / Code of Business Ethics / Non-Retaliation Policies

All aspects of the Employer's business as well as clients are to be treated as strictly private and confidential. Accordingly, all staff is required to sign the copies of Undertaking to Employer, Code of Conduct, Code of Business Ethics and Non-Retaliation Policy, a copy of which can be found on Saboo.

13. Employer's Property

In order to perform your duties on behalf of the Employer, you may be supplied with property and information, which belongs to the Employer including but not limited to Laptops, I-card and other such business catalogue or data.

On termination of your employment, you will immediately return all property and information properly belonging to the Employer, which was supplied to you.

You understand and agree that all the work products/ deliverables derived by you during the term of your employment with the Employer shall be deemed to be treated as "work made for hire". You undertake to assign all rights, title and ownership in the said work products / deliverables in favour of the Employer.

14. Confidentiality Undertaking

You shall at all times treat and keep all information confidential that is the Employer's property that has not lawfully entered the public domain, which includes but is not limited to the names and other information contained within the Employer' Database (as defined below), which you may become aware of during the course of your employment;

You shall not use or divulge any of the Confidential Information referred to above either during the period of employment or after employment ceases, other than:

1. in the ordinary course of your employment;
2. with Employer's prior written consent;
3. for the purpose of obtaining legal or financial advice; or
4. where ordered to disclose by a Court, Commission, or Tribunal or mediation conference in any jurisdiction.

In this clause "Database" includes but is not limited to:

1. names, addresses and phone numbers of sellers, buyers and prospective sellers and buyers or the names addresses and phone numbers of any property owner on whose behalf a property is managed by the Employer
2. financial information
3. budgets

4. Employer's contract information

Your appointment is subject to the enclosed undertaking regarding confidential information and occupations in conflict with the Employer's interest and you are required to sign the Confidentiality Undertaking prior to commencement.

15. Employer Policies

It is an essential condition of your employment that you must at all times during the period of your employment, comply with all existing, reviewed and new policies and procedures that may be issued by the Employer from time to time. Any breach of said policies or procedures may lead to disciplinary actions including but not limited to termination.

16. Sexual Harassment

It is Employer's policy to prohibit in our workplace any conduct, which constitutes sexual harassment within the meaning of Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013. The Employer has a policy on sexual harassment. It guarantees to deal with allegations of harassment seriously, promptly and in confidence and undertakes to protect from victimization of those employees who complain about sexual harassment.

17. Severance

If any provision of this contract of employment is declared or determined to be illegal or invalid by final determination of any court or tribunal of competent jurisdiction, the validity of the remaining parts, terms or provisions of this contract shall not be affected, and the illegal or invalid part, term or provision shall be deemed not to be part of this contract.

18. General

1. You will be required to apply yourself wholly to the Employer's business and no work is to be undertaken in a private capacity or otherwise which conflicts with that of the Employer.
2. In the event of any disagreement over the interpretation of the above, the decision of the Directors will be final and binding.

19. Background Verification

Validity of this offer of employment is subject to positive clearance of the Background Verification Process carried out by the Employer.

If the terms and conditions in this contract are acceptable to you, please sign and return this contract to us. On behalf of **ANAROCK Property Consultants Pvt Ltd**, congratulations on your new role.

Yours sincerely,



Smita Agarwal
Group COO – ANAROCK Group

I, Avinash Kumar, accept the above terms and conditions of employment with ANAROCK Property Consultants Pvt Ltd.

(Signature and Date)

Name	Avinash Kumar			
Designation	Senior Associate			
Department	Trespect			
Location	Bangalore			
Reporting to	Gaurav singh			
Effective Date	10 December, 2024			
	Base Salary Per Annum		5,20,000	
Components	Per Month	Taxable P. A	Tax Free P.A	Total
Basic	19,942	2,39,304		2,39,304
Special Allowance	8,319	99,824		99,824
HRA*	9,971		1,19,652	1,19,652
LTA*	1,667		20,000	20,000
Statutory Bonus	1,635	19,620		19,620
Gross Salary	41,534	3,58,748	1,39,652	4,98,400
Provident Fund**	1,800		21,600	21,600
Base Salary	43,334	3,58,748	1,61,252	5,20,000
* On production of bills and as per the provisions of the Income Tax Act 1961.				
** Employer's contribution to PF.				
Note - Special Allowance can be adjusted with other salary components, which will not affect the Base Salary				
Note: All figures mentioned in the document are in INR (Indian Rupees)				