

**26<sup>th</sup> June 2023**

**To**

**R Dhanuwanth Kumar**

**Sub: Letter of Appointment**

**Dear R,**

Congratulations and welcome onboard, we are delighted to have you in our exciting team! We have pleasure in appointing you as "**Associate Property Advisor**", *with effect from 28<sup>th</sup> August 2023*

The terms of our offer and the benefits currently provided by the Company are as follows:

1. The details of your annual earnings are attached herewith as **Annexure A**. Once the PPO is confirmed **4.80 LPA** is applicable and attached herewith **Annexure B**.
2. As an employee of the Company, you will have access to certain confidential information of the Company and you may, during the course of your employment, develop certain information or inventions, which will be the property of the Company. To protect the interests of the Company and Company's clients, you will need to sign the Company's standard "Employee Non-Disclosure and Confidentiality Agreement" as a condition of your employment, attached herewith as **Annexure C**. We wish to impress upon you that we do not want you to bring with you any confidential or proprietary material of any former employer or to violate any other obligations you may have to any former employer.
3. While we look forward to a long and profitable relationship, the employment relationship can be terminated by either of us for reasonable cause, at any time with 15 days notice period or 15 day's salary in lieu thereof. The Company will, however, decide on the treatment and can waive the notice period or accept/pay payment in lieu of notice period or mandate 15 days notice at its sole discretion based on project deliverables, forecasting and appropriate knowledge transfer. Under any circumstance if you are unable to serve the notice period, Company can decide to agree or refuse to provide the releasing letter of employment. Any statements or representations to the contrary (and, indeed, any statements contradicting any provision in this letter) should be regarded by you as ineffective.
4. You will be in probation for a period of six months and may be confirmed as a permanent employee upon successful completion of your probation. During the probation period, your services can be terminated without any notice or salary thereof on either side.
5. Your initial posting as Pin Click employee will be at our Bangalore office. Pin Click, however, reserves the choice to post/transfer you at any of their offices in India and outside. In which case, all transfer facilities applicable by company policies will be made available to you.
6. The Company reserves the right to conduct background investigations and/or reference checks on all of its potential employees. Your job offer, therefore, is contingent upon a clearance of such a background investigation and/or reference check, if any.
7. You will be governed at all times by the policies, procedures and rules of Pin Click related to the salary, allowances, benefits and perquisites which are specified in this Agreement and its Annexure. Pin Click may modify or change such allowances, benefits and perquisites from time to time in accordance with its policies.
8. During your employment with Pin Click, you will, under no circumstances work for any other firm or person, directly or indirectly, in a paid or honorary position, without an explicit permission from Pin Click.

9. The employee covenants and agrees that for the Employment Period and three (3) years after the termination of the employment, she/he shall not, directly or indirectly employ or attempt to employ any person who is in the employment or working as a consultant of the Company at the time of the alleged prohibited conduct.
10. You will not undertake any business or solicit employment of any person, firm, partner and client who is associated with Pin Click in any manner for the contract period and three (3) years after the termination of the employment.
11. You will not engage in any unethical practice, which might affect Pin Click and its employees, client and partners.

**ADDITIONAL BENEFITS:**

**Bank/Salary**

Your salary will be paid by cheque/wire transfer

**Please provide us the COPY of the following testimonials:**

<p><b>Educational Qualification</b></p> <p>A. Mark sheets and certificates of 10<sup>th</sup> standard, 12<sup>th</sup> (PUC) standard, graduation &amp; post-graduation.</p>
<p><b>Work Experience</b></p> <p>A. Experience &amp; relieving certificates of your current &amp; all your previous employers. B. Latest pay slip &amp; Form " 16.</p>
<p><b>ID and Address Proof</b></p> <p>A. Passport B. Driving license/PAN card C. Address proof: Present &amp; permanent D. One reference of your manager, one from the team member of your previous job &amp; one from your friend and one from your relative. E. 5 copies of your passport size photographs (The photographs must be taken recently)</p>

**Note:**

At the time of your joining, you would be required to bring the originals, but you will be submitting a **COPY** of the above mentioned testimonials. (In the event of termination of employment by either of us, the company will not return the submitted copies of testimonials).

You are requested to submit the passport copy within 60 days of joining in case you do not have at the time of joining.

**GENERAL TERMS:**

Pin Click human resources electronic data are held and secured in India. Personal data may be accessed from Pin Click locations worldwide, as required for business purposes, by personnel with appropriate access privileges. Personal data may be shared with external organization as required to permit their provision of services to the Pin Click workforce. Your provision of the personal data confirms your consent to this process.

If any provision of this Agreement is determined to be invalid or unenforceable, the validity or enforceability of the other provisions shall not be affected.

This agreement sets forth the entire agreement between you and Pin Click with respect to the subject matter it addresses and supersedes all prior representations and understandings, whether oral or written." This Agreement may be changed only by an agreement in writing signed by you and Pin Click.

By signing below you are agreeing that you have read and understood every provision of this Agreement and that, in consideration for your employment at Pin Click, you agree to be bound by all the terms, conditions, and obligations set forth above.

To accept this offer, sign both copies of this agreement and return the duplicate copy to Pin Click address given below. Kindly ensure that the copy of acceptance reaches us as prescribed.

We look forward to the opportunity of working with you at Pin Click.

For **Pin Click**

**Manik Kinra**

**Founder**

I have read and understood this offer letter and hereby acknowledge, accept and agree to the terms set forth above.

ACKNOWLEDGED AND ACCEPTED:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

The details of your annual earnings are attached herewith as **Annexure A**.

Pinclick.com has crucial deliverables to our customers all the time. Your individual goals and objectives have been aligned with the Company's business objectives. All entitlements given above are applicable after joining. The entitlements are subject to any Company policy, procedure or guideline that may be issued from time to time. All perquisites and benefits including reimbursements are subject to Income Tax provisions, which may be applicable, including taxation on perquisite value.

**ANNEXURE - A**

<b>COMPENSATION &amp; BENEFITS STATEMENT - PIN CLICK</b>			
Employee Details	<b>Name</b>	<b>R Dhanuwanth Kumar</b>	
	<b>Designation</b>	<b>Associate Property Advisor</b>	
	<b>Department</b>	Sales	
	<b>Date of Joining</b>	28 <sup>th</sup> August 2023	
	<b>C &amp; B CATEGORY</b>	<b>INR - Monthly</b>	<b>INR - Annual</b>
<b>A</b>	<b>Fixed Compensation</b>		
	Basic Salary	6,600	79,200
	House Rent Allowance	5,500	66,000
	Conveyance Allowance	800	9,600
	Medical Reimbursement	1,250	15,000
	Children Edu Allowance	2,000	24,000
	Special Allowance	4,741	56,892
	<b>Sub-Total I / Gross Pay</b>	<b>20,891</b>	<b>2,50,692</b>
<b>B</b>	Professional Tax	200	2,400
	PF Employer	792	9,504
<b>C = A - B</b>	<b>Net Salary</b>	<b>19,899</b>	<b>2,38,788</b>
	<b>Benefits</b>		
<b>D</b>	PF Employee	792	9,504
	Gratuity	317	3,804
	<b>Sub-Total II</b>	<b>1,109</b>	<b>13,308</b>
<b>Total A + D</b>	<b>Cost To The Company</b>	<b>22,000</b>	<b>2,64,000</b>
<b>E</b>	<b>Performance Enhanced Incentives</b>	<b>15,000</b>	<b>1,80,000</b>
<p><b>Note: 1. Performance Enhanced Incentives is Target Based.</b></p> <p><b>2. The Offer/ Salary Is Subjective To Completion Of Training</b></p> <p><b>3. Android mobile and Two-wheeler is mandatory with a valid driving license.</b></p> <p><b>4. There will be 7 days of training period and an assessment post which your payroll will start</b></p> <p><b>5. Above annexure includes ₹ 3,000 petrol allowances and ₹ 500 mobile bill deduction</b></p>			
<p>1) Gross Pay is prior to tax being deducted at Source from the salary and Employee contribution towards PF, ESIC as applicable.</p> <p>2) Professional Tax to be deducted from the monthly Gross salary as applicable</p>			

The details of your annual earnings after the PPO is confirmed are attached herewith as **Annexure B**.

**ANNEXURE - B**

<b>COMPENSATION &amp; BENEFITS STATEMENT - PIN CLICK</b>			
Employee Details	<b>Name</b>	<b>R Dhanuwanth Kumar</b>	
	<b>Designation</b>	<b>Associate Property Advisor</b>	
	<b>Department</b>	Sales	
	<b>Date of Joining</b>	28 <sup>th</sup> August 2023	
	<b>C &amp; B CATEGORY</b>	<b>INR - Monthly</b>	<b>INR - Annual</b>
<b>A</b>	<b>Fixed Compensation</b>		
	Basic Salary	7,500	90,000
	House Rent Allowance	6,250	75,000
	Conveyance Allowance	800	9,600
	Medical Reimbursement	1,250	15,000
	Children Edu Allowance	2,000	24,000
	Special Allowance	5,940	71,280
	<b>Sub-Total I / Gross Pay</b>	<b>23,740</b>	<b>2,84,880</b>
<b>B</b>	Professional Tax	200	2,400
	PF Employer	900	10,800
<b>C = A - B</b>	<b>Net Salary</b>	<b>22,640</b>	<b>2,71,680</b>
<b>Benefits</b>			
<b>D</b>	PF Employee	900	10,800
	Gratuity	360	4,320
	<b>Sub-Total II</b>	<b>1,260</b>	<b>15,120</b>
<b>Total A + D</b>	<b>Cost To The Company</b>	<b>25,000</b>	<b>3,00,000</b>
<b>E</b>	<b>Performance Enhanced Incentives</b>	<b>15,000</b>	<b>1,80,000</b>
<p><b>Note: 1. Performance Enhanced Incentives is Target Based.</b></p> <p><b>2. The Offer/ Salary Is Subjective To Completion Of Training</b></p> <p><b>3. Android mobile and Two-wheeler is mandatory with a valid driving license.</b></p> <p><b>4. There will be 7 days of training period and an assessment post which your payroll will start</b></p> <p><b>5. Above annexure includes ₹ 3,000 petrol allowances and ₹ 500 mobile bill deduction</b></p>			
<p>1) Gross Pay is prior to tax being deducted at Source from the salary and Employee contribution towards PF, ESIC as applicable.</p> <p>2) Professional Tax to be deducted from the monthly Gross salary as applicable</p>			

## ANNEXURE C

### EMPLOYEE NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

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This is an agreement between Pin Click Property Management Services Pvt. Ltd., hereafter mentioned as **Pin Click**, ("Company") and **R Dhanuwanth Kumar**("Employee") that is effective from **28<sup>th</sup> August 2023**.

During employment, Employee will be in a capacity wherein he/she will/may receive confidential information that is of value to Company or Company's Clients. Employment creates a relationship of confidence and trust between Company and Employee with respect to certain confidential, proprietary or trade secret information. You therefore agree to abide by the following terms and conditions:

For the purposes of this Agreement, all confidential, invention, proprietary or trade secret information will be referred to as "Confidential Information".

#### 1. Confidential Information includes without limitation:

- (a) All software developed or licensed by/for Company or licensed to Company by a third party, and any documentation or listing pertaining to such software; the term "software" as used in this paragraph refers to software in various stages of development or any product thereof and includes without limitation the literal elements of a program (source code, object code or otherwise), its audio-visual components (menus, screens, structure or organization), any human or machine readable form of the program, and any writing or medium in which the program or the information therein is stored, written or described, including without limitation, diagrams, flowcharts, designs, drawings, specification, models, data, bug reports and customer information.
- (b) Any business related plans, reports, forecasts, contracts, agreements and customer and employee lists of Company.
- (c) Any information or material not described above which relates to Company's inventions, technological developments, "know-how", purchasing, accounting, merchandising, or licensing.
- (d) Any information of the type described above which Company has a legal obligation to treat as confidential, or which Company treats as proprietary or designates as confidential, whether or not owned or developed by Company.

Confidential Information shall not include information known publicly or generally employed in the trade, nor shall it include generic knowledge that Employee would have learned in the course of similar employment elsewhere.

At all times, both during and after employment with Company, employee will hold information in confidence, and will not use, transfer, publish, disclose, or report Confidential Information directly or indirectly, except such disclosure to other Company's employees or authorized third parties as may be necessary in the ordinary course of performing your duties for Company or otherwise as directed by Company.

#### 2. Action on Breach

- (a) The Employee will notify the Company immediately upon realization of any breach of this Agreement, and will cooperate in every reasonable way to help the Company regain possession of the Confidential Information and prevent further breach.
- (b) The Company will be entitled, without waiving any other rights or remedies, to seek such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction from the employee.

#### 3. Applicability of Provisions

- (a) The provisions of this Agreement are severally applicable and will not be considered waived by any act or acquiescence, except by a specific prior written confirmation." Accordingly, both Company and Employee will expressly agree in writing to any changes in the Agreement.
- (b) If any provision of this Agreement is held illegal, invalid or unenforceable by law, the remaining provisions will remain in effect." Moreover, should any of the obligations of this Agreement be found illegal or unenforceable for any reasons, such obligations will be deemed to be reduced to the maximum duration, scope or subject matter allowed by law.

(c) If any action at law or in equity is necessary to enforce or interpret the rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

**4. Jurisdiction**

This Agreement will be governed by the laws of India on all substantive aspects, and both parties consent to the jurisdiction of the courts in Bangalore, India.

**5. Tenure and Survival**

All obligations created by this Agreement shall survive change or termination of the relationship for a period of five years from the date of the disclosure of the Confidential Information or the change in/termination of the employment relationship of the parties whichever is later.

I, \_\_\_\_\_ have read and understood this non-disclosure and confidentiality agreement.

ACKNOWLEDGED AND ACCEPTED:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**LETTER OF INTENT**

- (a) The employee shall manage the day-to-day affairs of the company and shall supervise the office staff and any other employees of the Company. The supervisory function shall be discharged by the employee with due regard to his KRA"s.
- (b) The employee shall at all times abide by the policies and practices of the Company and comply with applicable laws

I have read the terms and conditions set out above and completely understand the same. In accepting employment with Pin Click I undertake to confirm to the terms and conditions set out above as well as other policies, procedures, instructions, etc, as may be communicated to me from time to time.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Anticipated Start Date: \_\_\_\_\_