

OFFER LETTER

31-10-2022

Dear **SANDHYA V**, NoBroker is a real estate portal which eliminates brokers from the real estate transactions and currently deals with residential rental niche with plans of expanding to other niches in real estate and businesses which involves middlemen transactions.

As we continue to grow, we are looking for likeminded people who can join our team and follow the leadership and be part of our culture of innovation

Further to our discussion, we are pleased to invite you to join our team as an **Relationship Manager** based out of Bengaluru, Bengaluru, Karnataka, India.

Your scope of responsibilities will be as briefed to you during your conversation with our team and in addition to that all other duties assigned to you by your Manager. In accepting this offer of employment, you will be required to perform all duties assigned to you with due care and diligence and in compliance with company norms. You are expected to devote all your time and effort in performing assigned duties during the business hours and reasonable additional hours as it may be necessary for business.

COMPENSATION & BENEFITS

You are entitled to a fixed compensation of **INR 4,89,812 /-** per annum.

The details of your compensation structure and other benefits are outlined in Annexure. Performance pay will be payable as per the company's internal policies.

The compensation shall be subject to taxes and the Company may withhold therefrom any amounts as are required to be withheld pursuant to applicable law.

POLICIES AND PROCEDURES

You are required to comply with all NoBroker policies and procedures as they may be amended or added to from time to time.

LEAVE

You will be entitled to 7 days of sick leave per annum and 15 days of vacation leave per annum i.e. a total of 22 days leaves per annum. Leave can be carry forwarded to a maximum of 15 days.

OTHER ENGAGEMENTS

You are not allowed to work either full time, part-time or in advisory, consultant, associate or any other role with any company, organization or any kind of freelance work till the time you are employed with the Company. You



need to take specific approval in writing from your manager before being associated or contributing to any forums, groups, projects or non-profit seeking bodies.



TERMINATION

Your employment may be terminated by the Company giving one (1) months' notice or one (1) month's pay in lieu of notice. In case the employee resigns/ give notice for termination of employment, he/she shall give one (1) months' notice or one (1) month's pay in lieu of notice to the Company. Further, the Company at their sole discretion may relieve the employee before the expiry of the notice period without any financial liability or commitment to allow them to continue in service till the end of the notice period. Your probation period will be three (3) months from the date of joining. During the probation period, the Company may terminate your employment by giving seven (7) days' notice or salary in lieu of such notice or Employee can terminate by giving seven (30) days' notice or salary in lieu of such notice. The company may terminate your employment without notice/ without pay in lieu of notice if you willfully disobey a lawful and reasonable instruction or direction, commit an act of misconduct, including but not limited to, fraud or dishonesty, or are habitually negligent in your duties.

RETURN OF COMPANY PROPERTY

On termination of your employment, for any reason, you must immediately return to the company all company property and all documents and items relating to the company's business. This includes, but is not limited to, any car, equipment, papers, keys, reports, computers, information and programs, records and documents and other information in whatever form, relating in any way to the company. Company is entitled to deduct or set off any amount owing to you on termination for the value of any property not returned, or amounts owing to company.

Any damage/loss/theft to company property issues to you, not limited to a laptop will have to borne by employee subjected to review by management.

NON-COMPETE & NON-SOLICITATION OBLIGATIONS

A. The Employee acknowledges that he/she, during his/her employment with the Group may obtain access to Confidential Information and have dealings with the customers and suppliers of the Group. The Employee acknowledges the breadth of the covenants under this Clause and acknowledges that he/she has various other skill sets which, if deployed by him/her after he/she ceases to be an employee of or ceases to be associated with the Group would be sufficient to be gainfully employed without having to compete with the Group. The Employee undertakes that he/she shall not, during the Non-Compete Period anywhere in the world, either jointly or severally, directly or indirectly, and whether as an individual, investor, promoter, proprietor, shareholder, joint venture partner, collaborator, consultant, advisor, principal contractor or sub-contractor, director, trustee, committee member, office-bearer or agent or in any other manner whatsoever, whether for profit or otherwise commence, engage or be concerned in any business that competes with the whole or any part of any of the current or proposed business of the Group except on behalf of the Group, canvass or solicits business of a type similar to those being dealt in, or for services similar to those being provided by the Group from any Person;

B. induce or attempt to induce any customer/client of the Group to cease to be a customer/client, or otherwise interfere with the relationship between such a customer/client and the Group (save and except actions taken during the course of his/her employment in what he/she believes to be, in the Group's interest); or



C. induce or attempt to induce any director of the Company, senior management personnel or key employee of the Company to leave the employment of the Company.

D. During the Non-Compete Period, the Employee shall not anywhere in the world, either jointly or severally, directly or indirectly, and whether as an individual, investor, promoter, proprietor, shareholder, joint venture partner, collaborator, consultant, advisor, principal contractor or sub-contractor, director, trustee, committee member, office-bearer or agent or in any other manner whatsoever, whether for profit or otherwise;

E. solicit any Person then engaged by the Group as an employee, full-time equivalent, officer, consultant, contractor or director or so engaged within the preceding 12 (twelve) month period (“**Existing Employee**”) to leave the employment of the Group, and shall use its best efforts to prevent any of its related entities or Persons from taking any such action;

F. disclose to any third party the names, backgrounds or qualifications of any the Existing Employees or otherwise identify them as potential candidates for employment. G. approach, recruit or otherwise solicit Existing Employees to work for any other employer.

H. persuade any Person which is a vendor/consultant of the Group, to cease doing business or to reduce the amount of business which any such Person has customarily done or might propose doing with the Group.

I. The covenants in this Clause and the time and other limitations with respect thereto are reasonable as to duration and subject matter, properly required for the adequate protection of the value and goodwill of the Group and such limitations are reasonable with respect to the activities of the Group.

J. It is the intention of the Parties that the provisions of this Clause shall be enforced to the fullest extent permissible under the applicable law, but that the unenforceability (or the modification to conform with such applicable Laws) of any provision hereof shall not render unenforceable or impair the remainder of this Clause. If any provision of this Clause shall be determined to be invalid or unenforceable, either in whole or in part, this Clause shall be deemed to be amended or modified, as necessary, the offending provision and to alter the remaining provisions of this Clause to the extent necessary to render the same valid and enforceable to the fullest extent permissible.

K. Nothing herein contained shall affect the Employee’s non-competition and non-solicitation obligations set forth in the Transaction Document. The obligations are independent of each other and shall bind the Employee independently.

CONFIDENTIALITY

The Employee shall not, whether during his/her employment with the Group or after the termination of his/her employment, for any reason, directly or indirectly, use for himself/herself or use for or disclose to any Person any Confidential Information other than for the benefit of Group and in the course of performing his duties and



responsibilities.



A. Without prejudice to the generality of the foregoing, the Employee shall:

a. keep confidential the Confidential Information and not disclose the same to any third party or use the same for the Employee's benefit or for the benefit (financial or otherwise) of any third party, except as expressly permitted by the Agreement or except with the prior written consent of the Company.

b. protect the Confidential Information received with all reasonable care so as to ensure that the same does not fall into the hands of third parties or is not put to unauthorized use. c. not reproduce in any form the Confidential Information except with the prior written consent of the Company.

B. The confidentiality obligations under the Agreement shall not prevent the Employee from disclosing the same if required by law or under the orders of any court of competent jurisdiction or other competent legal authority, provided that the Employee gives the Company notice of such intended disclosure and an opportunity to oppose the same.

C. The Employee confirms that all Confidential Information shall remain the sole and absolute property of the Group or any third party, as applicable. The Employee shall, at the time of leaving the services of the Company, return all Confidential Information and other Company property, which he/she is in possession of.

D. The obligations under this Clause 5 shall survive the termination of the Agreement and shall survive so long as such information remains confidential. The Employee also acknowledges that use of the Confidential Information contrary to the provisions of the Agreement constitutes, among other things, criminal breach of trust in terms of the provisions of the Indian Penal Code, 1860.

E. The provisions of the Agreement for the protection of Confidential Information shall apply notwithstanding that the Employee has unauthorized or inadvertently obtained access to or otherwise come into possession of such Confidential Information.

F. In order to secure or preserve Confidential Information, the Company shall have the right at all times to deactivate, disable, remove or prevent access to any Company property, including computers, servers, computer networks, email accounts, databases, storage, and vehicles.



Your date of Joining is 02-11-2022.

We look forward for your acceptance of this offer to begin your most exciting journey ahead.

Best Regards,

HR Team

NoBroker Technologies Solutions Pvt. Ltd.

Note - This is a system-generated letter and does not require a signature.

Acceptance:

I, **SANDHYA V**, have read, understood, and accept this offer of employment, as set forth above.

Signature: _____ Date: _____



ANNEXURE

Remuneration Structure (In INR)

SALARY COMPUTATION		
Components	Per Annum	Per Month
Basic	2,04,000	17,000
HRA	74,400	6,200
Employer PF	21,600	1,800
Fixed Pay	3,00,000	25,000
Performance Bonus	1,80,000	15,000
Gratuity	9,812	818
Total CTC	4,89,812	40,818

* You will also be eligible for Medical Insurance under company's group medical insurance policy, details of the policy will be shared with you separately.

** Please note that above mentioned CTC includes a fixed deduction for employer & employee contribution to PF (INR 3600/-), Professional Tax (INR 200/-) & Income tax, if applicable.

** Gratuity will be payable in line with the statutory provisions, upon separation from the Company, subject to completion of a minimum of five years of employment with the Company.

