SHRACHI REALTY PVT. LTD.

CIN: U70101WB2007PTC117468

Regd. Office; Shrachi Tower, 686, Anandapur, E.M. Bypass - R. B. Connector Junction, Kolkata - 700 107 Phone: 033 3984 3984, Fax: 91-33-3984 4249, Website: www.shrachi.com



24th October, 2016

LETTER OF APPOINTMENT

Ms. Nabanita Bhattacharya 'Pacific View', Flat - 2B Boral Shibmandir Para Kolkata - 7000154

Ms. Bhattacharya,

In continuation with our Offer Letter dated 3rd October, 2016, we are pleased to appoint you in our organization effective 24th October, 2016 under the following terms and conditions:

- 1. JOB TITLE: SENIOR MANAGER HUMAN RESOURCES
- 2. GRADE: MM3

3. **JOB ASSIGNMENT & REPORTING:**

In this position of Senior Manager - Human Resources, you will be reporting to and accountable to the designated authority, specified by the organization and ensure that the company standards are practiced and maintained from time to time.

You will be responsible for working closely with your team members / other employees and shall ensure maintenance of harmonious relations at all times in the organisation.

4. <u>EMOLUMENTS & OTHER BENEFITS:</u>

You shall be paid total emoluments as per the Salary Break-up enclosed herewith.

This appointment letter along with the Annexure / Enclosures shall form the contract of employment between you and Shrachi Realty Pvt. Ltd. which shall be referred to as the Company.

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5. TRANSFER / DEPUTATION:

- I. The place of your initial posting shall be at the Head Office of Shrachi Group of Companies, located at Shrachi Tower, 686 Anandapur, E. M. Bypass, Kolkata 700 107.
- II. However, your services are liable to be transferred / deputed to any location / department / section, as well as any office / establishment / division / branch / factory of the company, whether in existence or to be setup in future at any place in India and /or abroad, as well as its sister concerns within the group on temporary as well as permanent basis, at the discretion of the management. In such a case you will be governed by the rules, regulations and orders as applicable to the establishment to which you have been transferred to, including such conditions and rules covering working hours, leave, holiday, salary, allowances and perquisites.

6. PROBATIONARY PERIOD:

You will be on probation for a period of Six Months from the Date of Joining. The management reserves the right to reduce / extend / dispense with this period based upon the performance evaluation. During the period of probation, either party is liable to terminate the appointment with 15 Days of Notice in Writing or 15 days of Basic Salary in lieu thereof. On successful completion of your probationary period or extended probationary period, as the case may be, and following performance evaluation, the company on its sole discretions may confirm your position by issuing a Confirmation Letter in writing.

No leave, except Casual Leaves on prorata basis, is allowed during probationary period.

7. NOTICE OF SEPARATION/ TERMINATION UPON CONFIRMATION

Following the successful completion of the probationary period and confirmation, your employment is terminable by 60 Days of Written Notice on either side or on payment of 60 Days of Basic Salary in lieu of such notice and either party is not bound to give any reason. However, should your services warrant termination / dismissal for fraud, theft or withholding of any information in the application form or for any other type of misconduct, no notice or salary in lieu thereof will be applicable to you.

No leave is allowed to be availed during the notice period and you will be required to fulfill your professional duties in person for the entire duration of this notice period.

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On termination of this employment / contract, you will immediately give up to the company all correspondence, specifications, books, documents, effects, market data, cost data, drawings or records, process data and technical specifications etc., belonging to the company or relating to its business and shall not retain or make any copies of these items. Issuance of Relieving / Experience Certificate is subject to the hand over of your duties and responsibilities to the satisfaction of the management in writing. Abandoning services would be in violation of employment conditions and shall warrant dismissal.

8. RETIREMENT:

You would retire from the services of the organization on completion of 58 years of your age. However, at the discretion of the management, an employee may be prematurely retired any time even before the stipulated retirement age either on health grounds or in line with business exigencies / needs of the company.

9. ACCOMMODATION & TRANSPORTATION:

You will be responsible for making your own Accommodation & Transportation arrangements to and from work irrespective of duty timings.

10. LEAVES:

All leaves shall be in accordance with the Company's policy and would require prior sanction/ approval of the sanctioning authority. In case of Sick Leave or Casual Leave or any other leave taken under unforeseen circumstances, for which prior approval is not possible, immediate information will be required to be sent to the sanctioning authority. In case you fail to comply with the norms and procedures pertaining to leave application, the Management will have the right to take action against you under the rules of the Company.

11. GENERAL

A. You will ensure to follow the attendance and security system(s) applicable to your work place which includes but does not limit to Biometric (Finger Print) Attendance Recording System, signing the attendance register and adhering to Physical / Personal Security Searches, if incorporated, and others.

B. You shall, at all times, always follow the right Standard Operating Procedures / Accounting Standards whilst discharging your duties and responsibilities.

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C. PROPRIETARY MATTERS / MATERIALS

All training manuals, operations manuals, business data, business plans, financial projections and results, sales and marketing information, marketing strategies, customer information, computer programmes and other business, manuals, commercial or technical information or data concerning the business prospects, strategies, business objectives, business transactions, financial arrangements, operations, systems and organization, methods, standards, specifications, concepts, ideas, plans, projects, programmes, procedures, know how of the projects and its affiliates made available to you during the course of your employment, in any tangible medium of expression, including any discoveries, inventions or derivative works of the same that you create and conceptualize during the course of your employment are the sole and exclusive property of the Company and its affiliates.

The confidential information made available to you during the course of your employment may include valuable trade secrets belonging to the Company, which must be held in strictest confidence, and not shared or disclosed to any third parties or used except in routine course of performance of your duties. You must return all confidential information, including any copies, summaries or compilations of any confidential information, to your employer upon the cessation of your employment.

Any violation of these obligations will subject you to appropriate disciplinary action which may include immediate suspension / termination / handing over to the police authorities / filing court case and the forfeiture of compensation(s) as per law. Your obligations mentioned here will continue in effect beyond the termination of your employment.

D. CONFLICT OF INTEREST

You are expected to carry out your duties and responsibilities diligently, and shall at all times safeguard the interest of the company. The Company regards conflict of interest as a severe offence, which may lead to dismissal.

E. MODEL STANDING ORDERS / SERVICE CONDITIONS

You shall be governed / be bounded by the Model Standing Orders / Certified Standing Orders / the Rules & Regulations of the company which may be amended / changed at the discretion of the management from to time in demand with the business needs. These rules and regulations shall include, but shall not be limited to, working hours, leave entitlement, paid holidays, perquisites, benefits & allowances, travel & conveyance, Inty me Inty me provident fund, gratuity, medical fitness, security measures, retirement, etc.

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- F. You shall devote the whole of your time and attention to your employment with the company and shall discharge your duties to the best of your ability. As a condition of your employment, you will not engage yourself directly or indirectly, with or without remuneration, in any other employment, services, business or profession of any nature whatsoever, without specific written permission from the company.
- G. You shall not, without the previous consent of the company at any time during the continuance of this appointment, publish or cause to be published in any book, booklet, leaflet, brochure or pamphlet or contribute any article or review to any newspaper, magazine or other publication, whether for remuneration or otherwise, where such publication concerns any business activity / interest of the company. You shall be governed by the Corporate Communication Department of the company at all times.
- H. You shall not receive any presents, commission / any sort of gratification or benefits in cash / kind from any person / party / firm / company having dealings with the company & if you are offered any, you shall report the same to the company in writing.
- I. You will communicate to the company any change in your address in writing. All communication sent to you in the normal course on the address given by you, shall be deemed to have been received by you.
- J. If, at any time, you shall by your conduct, render yourself incompetent to perform your duties or if you are found to be negligent, dishonest, disobedient or if you commit any breach of the terms and conditions of your appointment or on your conviction by any court of law for any offence involving moral turpitude, or if any declaration given or information furnished by you to the company proves to be false or if you are found to have willfully suppressed or concealed any information, in such cases, the company shall be entitled to terminate your employment forthwith without any notice or payment in lieu of notice.

In the event of any dispute arising out of or relating to the terms herein contained, the same shall be referred for arbitration to the then Chairman of the Company or such person nominated by him. The arbitration shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory amendments and/or modifications thereof in force at the time of the referral. The arbitration will be held in Kolkata and its language shall be English. The arbitrator may dispense with such procedures that are permissible with the consent of the parties which consent will be deemed to have been given by you upon acceptance of this appointment letter. The award will be final and binding upon you and the Company. The courts at Kolkata shall have exclusive jurisdiction.

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This appointment is based on the information provided by you to us through various forms and formats. The same shall be considered null and void if any material error / suppression in the Company's opinion is discovered therein at any point in time.

We trust that this covers all the pertinent details of your employment and do let us know should you need to clarify any matter pertaining to your employment. We extend you a warm welcome to Shrachi Family and wish you every success for this new assignment.

As a token of your acceptance of the terms and conditions as stated above, please sign and return the duplicate copy of this letter.

We look forward to working closely with you for a long and mutually rewarding association.

Thanking you,

With best wishes, For Shrachi Realty Pvt. Ltd.

Vijay Pandey Chief People Officer

Date: 24.10.16

Place: Kolkata

Received & Accepted

Nabanita Bhatlasharya