



April 22, 2022

**Swarupa Balbhim Solanke**  
**Aurangabad**  
**KOTPS3296K**

**Sub: Retainer-ship Letter**

Dear Swarupa,

This is in reference to our discussions with you regarding your association with Jones Lang LaSalle Property Consultants India Private Limited ("JLL" or "Company") bearing **PAN: AAACL2089B**. We are pleased to inform you that we wish to engage your professional services as a Trainee/Retainer with our **JLL Technologies** vertical in **Aurangabad** on retainer-ship basis commencing from **May 05, 2022 to May 04, 2023**.

The scope of your assignment and deliverables shall be informed to you by the Company or its authorized personnel from time to time.

1. During the term of your engagement you shall be entitled to receive **INR 29,167/-** (Indian Rupees **Twenty Nine Thousand One Hundred Sixty Seven Only**) per month as retainer-ship fee / professional fee.
2. The above fees is inclusive of all applicable taxes (except GST which can be charged as applicable on the above fee) and the company shall make necessary deductions as per the laws in force.
3. You will be responsible for all personal income tax, GST and other taxes associated with amounts you receive under this Agreement. You will have to make your own arrangements for your income tax and other statutory returns, if any, as applicable.
4. During the course of work, if you are required to travel outside Aurangabad suitable travel arrangements shall be made for you by the company in accordance with our travel policies. You will be reimbursed for all expenses made by you after obtaining the prior written approval on production of bills and other supporting documents to the company provided that the expenses are incurred by you in the course of the work of the company. These reimbursements would be subject to necessary deductions as per the laws in force.
5. This arrangement is on a principal to principal basis and does not in any manner constitute as offer of employment. In view of your appointment as a consultant on a retainer-ship basis, you will not be entitled to any of the company/ staff welfare/ employee benefits.
6. If needed, for official purposes, the company will provide you with a laptop which shall be returned by you upon expiry or termination of this arrangement.
7. You will be working in advisory capacity and put your best efforts in discharging the jobs assigned to you from time to time. In relation to your assignments you shall co-ordinate with and report to **Senior Director, Digital Technology Services**
8. Given the nature of services, you are required to operate from JLL offices' during the company's working hours from Monday to Friday Saturday or such extended time period as may be necessary.
9. This arrangement shall be reviewed by the Company on completion of retainer-ship period. Any further extension shall be at the sole discretion of the Company.
10. The above contract can be terminated by company with immediate effect in case of unacceptable conduct whatsoever by the Retainer anytime during the retainer-ship tenure .
11. During the period of your engagement with us, given the critical nature of work and data handled, you undertake to not engage with any other firm or company.
12. You must not, at any time during your period of your services (except if required under law) or after expiry or termination thereof, divulge to any third party or otherwise make use of any trade secret or confidential information,

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Company CIN No. U74140DL1997PTC091209*



which comes to your knowledge relating to the business of the company. You will use your best endeavours to prevent use or disclosure of such confidential information to third parties:

13. For the avoidance of doubt 'confidential information' includes, but is not restricted to, all documentary and other information relating to the Company's business, either in hard or soft copy, including in particular client lists, details of the company's finances, clients or suppliers, staff of the Company and its directors or Managers. It also includes all information in respect of which the Company is bound by an obligation of confidentiality to a third party and any information that is marked, or you are told, or which the Company in any manner indicates, is confidential.
14. You shall at all times comply with JLL's policies judiciously including without limitation policies relating to protection of sensitive, personal and confidential information, data privacy, anti-bribery and money laundering.
15. You further undertake that you shall not offer, pay, promise to pay, accept or authorize the payment of any money or anything of material value, to any government authority or any political party for the purpose of influencing any act or decision of such government authority or political party in relation to the Agreement; Further you shall not to engage in any activity that would in any manner result in violation of any applicable anti-bribery or anti-corruption laws in India or the Foreign Corrupt Practice Act of the United States of America or UK Bribery Act 2010.
16. Upon expiry or termination of this engagement you will return to the Company all the papers, documents and any other property that might come into your possession during the course of your assignment with the Company, and you will not retain any copies or extracts thereof.
17. In the event of your expiry or termination of this engagement, you will be required to confirm in writing that you have returned all confidential information and property belonging to the Company, and that you have not retained any copies or circulated any copy to third parties, and that you have no further access to copies. These restrictions will cease to apply to information or knowledge which you are required to disclose by law, or which comes into the public domain otherwise than through unauthorized disclosure by you.
18. You hereby unconditionally indemnify the Company against any claim, loss, damage, litigation, costs etc. suffered by the Company consequent to or occasioned by your breach or alleged breach of any of the terms of this engagement.

In case the above terms are acceptable to you, kindly acknowledge the duplicate copy of the letter and return the same as a token of acceptance.

Thanking you and looking forward to a fruitful association with you.

Yours truly,

**Jones Lang LaSalle Property Consultants (India) Pvt. Ltd.**

**Touseef Ahmed**  
**Talent Acquisition Leader**  
**JLL Property Consultants (India) Pvt Ltd**

**Agreed and Accepted by:**

**Name: Swarupa Balbhim Solanke**  
**Date: May 05, 2022**  
**Place: Aurangabad**