D 19-20 /

## balance

paytm

24th September 2019 Mr Dhanush H Bengaluru

Dear Dhanush,

<u>Sub: Provisional Offer letter (hereinfter " Offer Letter") for the position of Sales Executive</u>

Kindly refer to your job application with Balance Technology Private Limited hereinafter "Paytm Services" or "Company", we are happy to offer you the position of Sales Executive in Grade-SG01A in our Company on the following terms and conditions:

- 1. Your total Gross CTC is Rs. 280008/- per annum (encl. annexure A). This is the total cost to Company and all necessary taxes will be deducted at source along with all statutory deductions. If you are covered under the Provident Fund Scheme, then the employer contribution to the provident fund shall be met out of the above said salary.
- 2. Basis your performance and Company's requirement, incentive and reimbursements can also be provided to you. These are awards which may be withdrawn anytime upon Company's discretion.
- 3. You will be governed by the Company's Personnel Policy, Code of Conduct, Non-Disclosure Agreement and all other Company policies as applicable to you from time to time.
- 4. You will be expected to join duty on 25th September 2019 the Business hours begins from 9.30 A.M. onwards. You are requested to meet Sudharshan Reddy (Reporting Manager / HR), Contact No. 9663115800 for your joining formalities. In case of any issue / further concern, please contact on 0120 4789536 or write to <a href="mailto:onboarding@paytmservices.com">onboarding@paytmservices.com</a> for assistance.
- 5. You shall be initially deputed at **Bengaluru** The Company may at its sole discretion, change your job role & job location intimating to you in advance based on business requirement.
- 6. The company observes a 6 day work week and you should inform your non availability in advance. Any absence for consecutive 3 days without prior approval will be treated as un-authorized absence from the work and Company has the right to terminate your engagement and take necessary legal action against you.
- 7. During your period of engagement with the Company, we do not allow any direct or indirect association by you with any other company/person/entity whatsoever, such as agent, consultant and other business association under Dual employment policy and code of conduct. In case of any breach company has right to take disciplinary action including legal/police action.
- 8. The Company does not promote and hire relatives in the Company, members of a personal immediate family (defined as parents, children, spouse and siblings and other relatives) however such cases can be considered as case to case basis at times with certain condition and prior approval.



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- In additions to the terms contained herein, your relationship with Paytm Services
  may be subject to such other additional terms and condition as may be
  communicated to you time to time by Paytm Services.
- 10. This offer is subject to successful clearance of your background check which Company may do pre or post your joining and in case of any negative report the Company may take any necessary action which may also lead to termination.
- 11. This is a fixed term employment agreement between you and the Company. This one year employment agreement may be considered for an extension at the sole discretion of the Company.
- 12. A detailed brief on KRAs and scope of work will be given to you on joining.
- 13. You shall be on probation for a period of six (6) months. During this period, your performance shall be subject to review. In case your performance is not considered satisfactory, the probation could be extended for such duration as determined by the management. During or at the end of the probation period, management shall have the right to dispense with your services without any notice or assigning any reason thereof and without paying any compensation or separation benefits thereof.
- 14. Notwithstanding any of the clauses of this letter, the management reserves the right to terminate this engagement without giving any notice or assigning any reasons whatsoever during your probation period. You will be at liberty to resign from the services during probation period after giving 15 Days' notice in writing or subject to written approval from HR department on payment of equivalent salary. After confirmation in writing / successful completion of your probation period, management reserves the right to terminate this engagement after giving you 1 month notice or salary in lieu thereof without assigning any reason thereof. Similarly, you will be at liberty to resign from the services after giving 1 month notice in writing or subject to written approval from HR department on payment of equivalent salary to the organization in lieu thereof for the un-expired period of notice. During your notice period you shall not take any leave whether due to you or not without prior sanction. Any request for relieving from work before completion of notice period, would be subject to availability of alternate resource for taking proper handover of the work from you. Any unprofessional behavior or lackadaisical attitude during notice period will result in termination of your services.
- 15. Notwithstanding the preceding clause, your engagement may be terminated 'for cause' at any time without any notice. For the purpose of this agreement termination 'for cause' includes, but is not limited to, any of the following: (i) theft (ii) falsification of time or other employment records (iii) dishonest act(s) (iv) negligence (v) incompetence (vi) insubordination (vii) failure of follow work rules and policies (viii) excessive absenteeism or tardiness (ix) disloyalty (x) lack of clients, work or business.
- 16. A detailed engagement letter will be issued to you on your joining and your terms of the engagement with the Company shall be detailed out in such engagement letter.
- 17. Please confirm your acceptance of this Offer Letter by email within the next two working days, failing which this offer will automatically stand withdrawn.

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## paytm

- 18. Within three days of accepting our offer you are required to send us the copy of your resignation letter duly accepted by your current organization failing which company reserves its right to withdraw this offer letter. This letter has been issued to you on the understanding that there is nothing in your past record which should have prevented our Company to offer you this employment contract. If, however, it is found that your past record is objectionable or if you have willfully suppressed any material, information or if any declaration given by you to the Company is false, in such a case, then this Offer Letter may be withdrawn by the Company without any notice or compensation in lieu thereof.
- 19. You are requested to carry the following documents in original at the time of joining for verification and a copy of the same for submission.
  - a. High School and Senior Secondary Certificates and Mark sheets
  - b. Graduation / Post Graduation certificate(s) along with mark sheets
  - c. Experience certificate and salary slip from last employer.
  - d. Blood Group.
  - e. Relieving certificate from last employer.
  - f. 3 Passport Size Photographs.
  - g. Form 16 from last employer.
  - h. Photo Identity Proof.
  - i. PAN Number.
  - j. Aadhaar Card
- Your employment and salary processing is subject to timely submission, validation and completion of joining forms / documents / proofs and background verification clearance.
- 21. We as a Company do not charge any fee/amount for hiring and also do not ask any agency engaged by us for the same.
- 22. Without Prejudice, please note that the Company reserves its right to withdraw this offer made to you before receipt of your acceptance of the same, without providing any reason to you.
- 23. It is your responsibility to communicate in writing to Company about any changes in your following mode of communications, as and when required.
  - a. Contact Number/Mobile Number.
  - b. Residential Address.
  - c. Personal E-mail ID
- 24. The courts at New Delhi shall have sole and exclusive jurisdiction over any disputes arising under this Offer Letter.

Your employment agreement at Paytm Services will be subject to ratification of the above.

We look forward to welcoming you aboard the Paytm Services team.

Best regards,

Kirti Sharma

Human Resources
Balance Technology Private Limited

Balance Technology Private Limited
(A subsidiary of One97 Communications Limited)

Corporate Office - B 121, Sector 5, Noida 201301, India
CIN: U72900KA2016PTC094535
Registered Office - 3rd Floor, Zerodha Office 1531154, 4th Cross. JP Nagar.
Opposite Clarence Public School Bangalore - 560078



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#### Annexure A

CTC Structure				
Salary Components	Monthly (Rs.)	Yearly (Rs.)		
Basic	10100	121200		
HRA	5050	60600		
Special Allowance	3725	44700		
Statutory Bonus	2300	27600		
Gross PM	21175	254100		
PF (Employer)	1950	23400		
ESIC (Employer)	0	0		
Medical Insurance Premium*	209	2508		
Total Salary (Gross CTC)	23334	280008		



<sup>\*</sup> Medical Insurance premium rate is subject to change \* Employee contribution for PF & ESIC shall also be deducted from your Gross salary only

# NITTE MEENAKSHI INSTITUTE OF TECHNOLOGY

An Autonomous Institution,
Affiliated To VTU& Approved By AICTE





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# Dhanush H

COURSE : MBA

ADMN.No: 24473

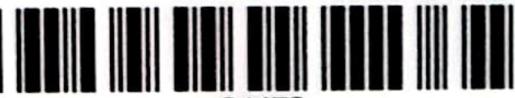
VALIDITY: 31st July 2022

be my men.

Principal

Dhanush. H

Student Signature



24473



To,

Dhanush H

Dhanush h dhanushh017@gmail.com 8105050516

**Subject: Offer cum Appointment Letter** 

Dear Dhanush H,

We are pleased to appoint you as "Senior Deputy Customer Relationship Manager", 11B ("Band"), Senior Executive in the "Direct Marketing" Department at Bengaluru - Sanjay Plaza and & reporting to Vaishali Dwivedi ("L1 Manager"), of Aditya Birla Sun Life Insurance Company Limited ("Company") (CIN: U99999MH2000PLC128110). Your date of joining with the Company will be on or before 16/09/2024 ("DOJ").

Your employment with the Company shall be subject to the following terms and conditions:

- 1. Details of your Fixed Pay are as per the attached **Annexure "A"** and shall be subject to deduction of Income Tax as per the prevailing Income Tax rates and other statutory deductions, as may be required in accordance with applicable laws in force from time to time. The components of your Fixed Pay and details of Benefits will be governed by Company policies as amended from time to time.
- 2. In addition to your Fixed Pay, you will be covered under the Sales Incentive Plan. This incentive pay-out will be based on your performance and dependent on parameters that are defined under the Sales Incentive Plan from time to time. Kindly refer to applicable Sales Incentive Plan document for further details.
- 3. Your appointment is subject to you providing all documents and information as set forth under **Annexure** "B".

#### **Probation, Confirmation & Separation:**

- **4.** Initially you will be on probation for a period of 6 (six)months from the Date of Joining the Company and your confirmation thereafter would be in writing and would depend on your satisfactory performance, else you would continue in probation till such time as your services are either confirmed in writing or terminated as per clauses below.
- **5**. Once confirmed, unless the employment is terminated earlier, you shall continue to be in the employment of the Company up till attainment by you of the age of superannuation, as set out in the 60 Years. Your superannuating age will be calculated against the date of birth proof submitted at the time of joining the Company.



- **6.** During the probation either party may terminate the service by (i) giving 30 days' written notice; or (ii) payment in lieu of notice period to be paid by the party terminating the services to the non-terminating party.
- 7. Post confirmation, either party may terminate the service by (i) giving 60 days' written notice; or (ii) payment in lieu of notice period to be paid by the party terminating the services to the non-terminating party.
- **8. Payment in Lieu of Notice Period**: In case either party wishes to make payment instead of continued employment during the notice period (both during the probation period and post confirmation) then the same call be calculated on the basis of Basic Salary. The payment shall be equivalent to the number of days falling short of the notice period.
- 9. It is clarified that the Company reserves the right to either to accept or to deny, at its sole discretion, the payment in lieu of notice period, if so, requested by the employee, both during probation period and post confirmation, and may ask the employee to serve the full notice period. Resignation once tendered, will not be allowed to be withdrawn under any circumstances. Resignation tendered during investigation or enquiry into any reported acts of misconduct or those specified in clause 12 hereof, will be kept in abeyance and acceptance or otherwise thereof will be subject to the outcome of the investigation or enquiry.
- 10. The employee cannot avail of any privilege leave during the notice period, except with the prior approval of the head of department/function. In case of such an approval if granted, the notice period shall stand extended to the extent of number of leaves approved. Any such waiver of this would be solely basis the discretion of the Management. It is clarified that the employee is not entitled to any privilege leave during probation period, thus, cannot claim to avail the same as a matter of right during the notice period in case of termination of employment during the probation period.
- 11. The final relieving of the employee from the employment shall be subject to (i) the employee's satisfactory handover of the duties and all information and documents pertaining to the work of the employee to the Company's representative or the employee's successor; (ii) settlement of outstanding dues payable form the employee to the Company; (iii) service of notice period or payment in lieu thereof, as the case may be; and (iv) clearance from your immediate supervisor and such other departments as may be prescribed in the Company Policy
- 12. Termination for Cause: The Company reserves the right to terminate your employment immediately without giving a notice period of service or payment in lieu of notice period in case reason for the same exists ("Termination for Cause"), which circumstances include but are not limited to: (i) any violation of the terms and conditions of employment as contained in this letter or as contained in any of the rules, regulations and policies of the Company, as shall be amended from time to time; (ii) In case the Company: finds you guilty of misconduct, dishonesty or acting in a manner prejudicial to or conflicting with the interests of the Company; and (iii) in case you absent yourself from the services of without prior intimation and approval for fifteen (15) consecutive days; in this case you will be deemed to have abandoned service voluntarily and shall have to pay to the Company payment in lieu of notice.



#### **Actions Upon Ending of Employment:**

- 13. In the event of your retirement (upon attaining the age of superannuation), separation or termination of your employment by the Company for any reason whatsoever, you will promptly return to the Company, all documents, files, notes, lists, credit cards, computer disks, recordings, print-outs, drawings, any other assets (including, without limitations, any materials reflecting or containing Confidential Information) that are in your possession or under your control and that relate to the operation and business of the Company. You shall not be entitled to retain any duplicates or summaries of or notes on any of the foregoing.
- 14. In case you are provided with accommodation by the Company, then upon end of your employment with the Company, howsoever caused, you shall vacate the premises in accordance with the rules of the location of your posting and of the Company and within the time frame prescribed therein, subject to any other time frame as may be specifically communicated to you in writing.

#### Leaves:

**15.** You will be governed by the Company's leave policy in force and as applicable to your category of employees from time to time.

#### **Traveling:**

**16.** In the course of your employment, you may be required to travel to domestic and foreign locations in connection with the Company's business, according to the directions and instructions issued by the Management, from time to time, for which you will be reimbursed expenses in accordance with the relevant travel policies.

#### Transfer:

17. Your services are liable to be transferred, as per Company Policy, to any other associate or affiliate entity of the Company and such transfer can be to any other domestic or international location. Upon transfer you shall be paid relocation expenses as per Company Policy. The Company is a part of the Aditya Birla Group and the companies in the Aditya Birla Group are affiliates of the Company. It is understood and agreed that the Company shall have the right to transfer/second you, as the case may be, to any function or business group, any other location within India or overseas, or to its affiliate and transfers shall be on continuity of service basis, however, upon such transfer you shall be governed by the rules, regulations and policies of such new employer and all your legal rights and remedies shall only be against such new employer.

#### **Confidentiality & Non-Disclosure:**

18. You agree that during your employment you may have access to or acquire, through the Company, its employees, clients, vendors, service providers etc., various kinds of information pertaining, amongst others, to the business, employees, clients and other stakeholders of the Company and that all such information ("Confidential Information") shall be treated as confidential



and shall not be disclosed by you to any third party or even other employees of the Company. Disclosure of Confidential Information to other employees of the Company shall be purely on a need-to-know basis. You should refrain from sharing any information – whether words, images, logos or videos – that is Confidential or proprietary to the Company through any modes of media, including public newspaper, journal, television channels, online media, news channels or otherwise. You shall not release/ disclose on media, any internal communication intended solely for the information of all employees of the Company, nor shall you associate yourself with any group or entity engaging in such activities without the prior approval of the management. You shall not publish or communicate, in any manner, any derogatory or defamatory content about the Company, its associates, affiliates, management or other employees. You understand and agree that you have a continuing obligation not to use, publish or otherwise disclose either during or after your employment with the Company, any trade secrets, Confidential or proprietary information belonging to, or concerning or referring to the Company, or any client or customer of the Company. You acknowledge that should you breach this provision; the Company will suffer immediate and irreparable harm and that money damages will be inadequate relief and therefore, you agree that should you breach this provision; the Company will be entitled to injunctive relief to enforce the provisions contained herein.

- 19. During the continuance of your employment with the Company and thereafter, any process, practice, discovery or invention ("Invention") developed or acquired by you in the course of discharging of the assigned duties, shall remain the sole property of the Company and same shall not be used in any manner whatsoever by you without the specific knowledge and express permission of the Company, post cessation of your employment with the Company, and you hereby assign all rights, title and interest in such Invention to the Company and agree to help the Company to perfect its title to the same.
- **20**. The employee recognizes that the Company is the sole owner of confidential information, and the employee agrees not to represent or claim ownership in any manner.
- 21. In case an employee is required to disclose confidential information pursuant to applicable laws, you must notify the Company (not later than 2 working days from receiving the request) so that the company can seek an injunctive order or other remedy. You shall furnish only that information as advised by legal counsel or is legally required.
- 22. You shall not disclose any information in a public forum without explicit prior permission of your reporting manager. When in doubt on the confidentiality of certain information, it is recommended for you to check with the reporting manager, CHRO / Director HR on the confidentiality status of the information before divulging it to any third party. You shall in no event use a lower degree of care in safeguarding Aditya Birla Group and its companies' Confidential Information than you use for your own information of sensitivity.
- 23. During the period of your employment with the Company and for a period of one year thereafter you agree you shall not, whether directly or indirectly, induce or solicit any person employed or engaged by the Company or its affiliate companies (whether as an employee, consultant, advisor or in any other manner) to terminate their contractual relationship with the Company; and become an employee of, or directly or indirectly offer services in any form or



manner to any other company, person or entity. You shall keep the Company indemnified in respect of any loss that may be caused to it as a result of breach of this covenant by you.

- **24**. During the period of your employment with the Company and for a period of one year thereafter you agree that you shall not, whether directly or indirectly, solicit or induce any customer to remove its business from or reduce its business with the Company or its affiliates.
- 25. You agree to keep strictly confidential in whole or in part, the terms of this letter/agreement and further agree not to disclose the terms of employment to any person and entity except as required by law or legal process and except for disclosure to your attorneys, accountants, and immediate family.

#### Company's Rules, Regulations and Policies:

- 26. The Company reserves the right to change the terms of employment from time to time.
- 27. You will be bound by the various rules, regulations, and policies of the Company as exist on the date and as shall be amended by the management from time to time and the same are deemed to be part of your terms and conditions of employment. You are required to follow the Company's values and code of conduct and other policies, and these include a requirement that you maintain the highest standards of conduct and act with the highest ethical principles. You are required to acquaint yourself with the various rules, regulations and policies of the Company and follow these strictly. To keep the employee appraised of the changing policies on a regular basis, the Company shall make reasonable efforts to make the policies available for the employees to access them.
- **28**. Any violation of the terms and conditions contained in this letter and the Company's rules, regulations and policies can render your employment liable to be terminated.
- 29. While you are being appointed in the current role and function, you may be called upon to perform such other duties or take on such other responsibilities in the interest of the business and priorities of the Company, which the management believes are well within your capabilities and of which the management will be the sole judge. In this regard, it is further clarified that with ever changing scene of technology, office automation, administrative procedure, you will undertake to adapt new methods of working with the use of modern or modified equipment, tools etc. of work as dictated by the circumstances of the Company's business in a competitive environment.
- **30.** Your continuance in the employment of the Company is subject to your remaining physically and mentally fit for the purpose of the job. As and when required by the management, you will submit yourself to medical examination at the cost of the Company by a physician appointed by the Company for the purpose.
- 31. You hereby agree for collection and storage of your personal health information obtained/collected by the company during your employment. You further authorize the company for disclosing/ sharing of such information as laid out in the Employee Wellness Policy of the company, which has been designed for the purpose of wellness program and medical/health benefits being initiated for the employees from time to time. You have the choice to OPT out of the



Wellness program which once decided, the employee agrees to keep the company informed in writing."

- **32**. During your employment with the Company, you shall not take up any other employment or activity, whether for or without consideration, that may be a conflict with your responsibilities as an employee of the Company and shall devote your full time and attention to the employment with the Company. Amongst others you will not contest election to any legislature or local body without the previous specific permission of the employer in writing.
- **33.** You will keep us informed of any changes in your residential address (Current and Permanent), or any other personal particulars relevant to your employment e.g., change in name, addition of further professional qualifications etc.
- 34. You give your consent and irrevocable authorization to the Company: (i) to share and disclose the information relating to your current and previous employment and academic credentials with any person, vendors or any other authority or any third party, engaged by the Company to obtain such and after your term of employment; (ii) to provide a reference check covering your employment with the Company, including sharing the cause of your exit from the Company to any third party or repository agency conducting a reference check on behalf of any other employer or agency, as may approach it either during or post your exit from the Company; and (iii) to share your details or any other information pertaining to your employment with any Government authority and agency, pursuant to a request received for the same both during and post your exit from the Company.
- **35.** During your employment the employer may also ask you for proof of date of birth, nationality, education, prior employment documents and proof or relationship with any nominees in any statutory or other benefit plans provided by the Company, etc. which have to be submitted by you within a stipulated timeline as required by the Company. The employer will store these documents in electrical / physical format as deemed fit or relevant.
- 36. The terms of this appointment shall be governed by and construed in accordance with the laws of India. Any dispute arising between the employee and the Company shall be resolved through arbitration by a sole arbitrator appointed by the Company. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time. The language of arbitration shall be English, and venue shall be Mumbai. The courts in Mumbai will have jurisdiction in relation to and issue arising out of the said arbitration.
- 37. (i) This appointment is contingent upon:
- (a) Satisfactory results of the pre-employment medical check-up and satisfactory reference checks, background verifications, verification of educational qualifications and past employment records.
- (b) All information, facts and figures provided by you to the company's representatives at any point in time, being accurate and true.



- (c) Your acceptance of the above terms and conditions.
- (ii) The Company reserves the right to terminate your employment forthwith, without any notice period or payment in lieu of notice, in case any information provided by you or your references turns out to be false or incorrect.
- (iii) You are requested to provide us a copy of this appointment letter signed by you as an indication of your acceptance.

We wish you an enjoyable and rewarding association with **Aditya Birla Sun Life Insurance Company Limited.** 

Your Sincerely,

For & on Behalf of

Aditya Birla Sun Life Insurance Company Limited

Sujatha Sudheendra

Head - HR & Training, ABSLI and Head - DE&I, ABC

I have read and understood all provisions relating to my employment with the organization and I accept all the terms and conditions mentioned in the same.

{EMPLOYEE\_SIGNATURE}

----Name:
Date:



#### Annexure 'A'

		Fixed Compensation	
		Monthly	Annual
Salary	alary		140000
	Basic Salary	11667	140000
Allowances & Reimbursements		19072	228866
	Housing Rent Allowance	5833	70000
	Education Allowance	200	2400
	Statutory Bonus	1400	16800
	Special Allowance	11639	139666
	Progression Allowance	0	0
Gross Salary		30739	368866
Retirals			31134
	Provident Fund (Company Contribution)	1800	21600
	Gratuity	561	6734
	National pension scheme	233	2800
Fixed Compensation	33333 4000		400000

- The payment of Salary and Benefits will be subject to deduction of Income Tax as per the prevailing Income Tax rates and other statutory deductions, as may be required in accordance with applicable legislation in force from time to time.
- All figures mentioned are annualized value and prorated according based on your date of joining.
- Advance against Statutory Bonus is paid monthly in lieu of Statutory Bonus as per the provisions.
- Gratuity is payable as per the provision of applicable Gratuity Act.
- Company reserves the right to amend the Compensation structure as it may deem fit.
- Gratuity will be paid as per the provisions of Payment of gratuity act, 1972.



#### Annexure 'B'

Please upload scan copy of the following documents on the link shared, as may be applicable to you.

- 1. Passport Size photograph
- 2. PAN Card & Address Proof (Passport or Aadhar Card)
- 3. Highest Qualification Certificate (Marks Sheet or Provisional)
- 4. Resignation Acceptance Letter/Mail or Relieving Letter from the current Organization
- 5. Latest Salary Slips (last three months)
- 6. Medical Fitness Declaration Form

On joining you will also be required to complete/provide the following:

- 1. PF/ ESIC (if applicable)/ Gratuity/ Group Term Insurance Nomination Form
- 2. Family dependent details
- 3. Any other relevant information that may be required

#### Please Note:

- 1. A link shall be sent to you with a detailed list and description required documents as part of joining formalities and other statutory documentation.
- 2. Completion and submission of all the above-mentioned documents/forms, is mandatory. Non-compliance with this would entail your joining kit being declared as incomplete for which you as the employee would be solely responsible. Consequently, this would delay/impact:
- -The generation of your Employee Code and salary pay-out
- -Your coverage under Mediclaim, group protection covers, etc.
- -Settlement of claims, etc., were they to come up.
- 3. Your present and permanent addresses, as mentioned in your application form, are put on company's record. You would be expected to inform the company about any change in your address and telephone numbers.