

October 06, 2021

**Dhiraj Singh**

Arjun Ganj, SAI Data Road,  
Behind Sarshwati Mandir School,  
Lucknow-226002

Dear **Dhiraj**,

We are delighted to offer you a position as **Associate, Technology Level 1** with Publicis Sapient, a division of TLG India Pvt. Ltd ("Publicis Sapient").

Publicis Sapient will provide you with a total compensation package that consists of your base salary, statutory retirement benefits.

The Total Cost to Company offered to you is INR **1,058,840/-** which includes the following:-

- An annualized base salary of INR **1,000,000/-** (including HRA)
- Provident Fund and Gratuity contributions, (As per the applicable provisions)

Tax at the applicable rate shall be deducted at source from your salary.  
(Please refer to Annexure "B" for details)

Your anticipated start date will be **October 11, 2021**. You will be on probation for a period of 6 months from the start date of your employment. Your home office would be in **Bangalore**, India.

In addition to your salary, you will be entitled to:

- Receive a Sign on bonus of Rs 50000/-. You will receive this signing bonus, less all taxes owed, you would be receiving the same by the second payroll cycle. You agree that you will repay this bonus in full if you leave voluntarily, or if you are terminated by Publicis Sapient with cause, before 18 Months of your employment.
- Receive one time Relocation Allowance and other applicable benefits at the discretion of Publicis Sapient in accordance with the Publicis Sapient India Domestic Relocation Policy as amended from time to time.
- Participate in the Publicis Sapient's health care and life insurance scheme.

The realisation of the above items is subject to the terms set forth in Annexure 'A' under the respective clauses.

**TLG India Private Limited**

GIL SEZ, Candor Techspace,  
Building No. 1, Tower B, Ground – 3rd Floor,  
Building No. 2, Tower A, Ground & First Floor,  
Building No. 5, Ground & First Floor,  
SEZ Sector 21, Village Dundahera,  
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TEL +91 (124) 672 4000  
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**TLG India Private Limited**

Oxygen Business Park Private Limited SEZ,  
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Noida – 201301  
Uttar Pradesh, India

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**TLG India Private Limited**

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**Registered Office: TLG India Private Limited**

15th Floor, Umi Estate, Tower A, 95, Ganpatrao Kadam Marg, Lower Parel (West), Mumbai-400013.  
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We are looking forward to your joining us. Our top priority is to employ individuals, like you, who can use their business knowledge and creativity to add value to Publicis Sapient and its clients. We are sure that you would find life with Publicis Sapient to be motivating and challenging.

On your first day of employment, please report to our office at **Bangalore** at **8:00 a.m.** along with the documents mentioned in Annexure 'C'. Should there be a change in your start date, it is mandatory for you to communicate the same to us a week in advance as this impacts your experience with Publicis Sapient.

Kindly return a copy of letter duly counter signed by you, when you receive the hard copy of the same, in acceptance of the terms and conditions set out herein. Please refer to the Annexure "A" of this letter for details on the Terms of Employment, which shall apply to your employment. By signing a copy of this letter, you agree to abide by these terms and any other published terms in effect from time to time throughout the period of your employment.

Best Regards

Kameshwari Rao  
GVP, People Strategy | Publicis Sapient

**I hereby accept and agree to this employment contract. I agree to abide by the policies, rules and regulations of the Company as detailed below.**

**Signature** : \_\_\_\_\_  
**Name** : **Dhiraj Singh**  
**Date** : \_\_\_\_\_

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Employee Name	Dhiraj Singh	Level/Designation	Associate, Technology Level 1	
			Salary Structure	
S.No.	Components	Components Details	Monthly	Annual
A	Fixed			
1	Basic Salary	35% of Base Salary	29,167	350,000
B	Flexible			
2	House Rent Allowance	Can be fixed at 10% or 21% of Base Salary	17,500	210,000
3	Leave Travel Assistance	Default amount will be set as zero or can be claimed once a year as per entitlement per career stage	0	0
	Special Allowance			
4	Special Allowance	Base Salary - ( Fixed elements + Flexible Element + Optional Benefits)	36,667	440,000
	Optional Benefits			
5	Meal Coupons	Optional benefit to buy meals at INR 100 per day for 20 days. Default amount will be set as zero.	0	0
6	Car Lease Scheme	Available for Sr. Associate & above. Associate can join the scheme post 2 year completion. Default amount will be set as zero.	0	0
7	Car Fuel and maintenance	Optional benefit to enroll in to Car Fuel and Maintenance for people enrolled in car lease (Limits basis career stage) or self-owned car (Limit: INR 2000 per month). Default amount will be set as zero.	0	0
8	Driver Salary	Optional benefit to enroll in to Driver Salary for people enrolled in car lease (Available for Managers and above and limits basis career stage) or self-owned car (Available for all career stages and limit: INR 1000 per month). Default amount will be set as zero.	0	0
C	Base Salary = ( 1+2+3+4+5+6+7+8)		83,333	1,000,000
D	Total Cash = (C)			1,000,000
9	Provident Fund	12% of Basic Salary *In case the Basic Salary is less than INR 15,000, the contribution shall be INR 1,800.	3,500	42,000
10	Gratuity	Deemed Value *Calculated at 4.81% of the basic salary (1.68% of base salary). The maximum aggregate value is INR 20,00,000	1,403	16,840
E	Total Retiral Benefits (Company Contribution)		4,903	58,840
	**Total Cost to the Company ( Before Tax Deduction) = D+E			1,058,840
**The above stated elements of compensation are taxable as per applicable Income Tax Laws. All the figures are in INR (India Rupees) only.				

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**\*Note:** The Program may be amended or withdrawn at any time and plan guidelines may be adjusted at the Company's discretion

#### Other Company Benefits

#### Publicis Sapient India Group Mediclaim Insurance Policy

Medical Coverage	Floater of INR 3,00,000 per family (Addition Corp .Buffer INR 5,00,000 incase of normal illness and INR 15,00,000 in case of critical illness provided)
Family members covered	Self, Spouse & two children

#### Group Life Insurance Policy: India

Term Life Insurance (TLI) is the most basic form of life insurance. If the death of the insured individual occurs within his/her Publicis Sapient tenure, the insurance company will pay the death benefit. No money is paid at the time of individuals exit. For more information please read through the details available on the Publicis Sapient People Portal

#### India Personal Accidental Insurance Policy

Personal accidental is an insurance cover wherein, in the event of the person sustaining bodily injuries resulting solely or directly from an accident by external, violent and visible means, resulting into death or disablement. For more information please read through the details available on the Publicis Sapient People Portal

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## ANNEXURES

Annexure 'A' - Terms of Employment

Annexure 'B' - Elements of Compensation

Annexure 'C' - Documents to be submitted on the Date of Joining

### **TLG India Private Limited**

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## Annexure 'A'- Terms of Employment

We are detailing below some of the significant terms of employment and employment policies that will apply to you at Publicis Sapient, a division of TLG India Pvt. Ltd. ("Publicis Sapient"). Please ensure that you read and fully understand all the policies.

This offer supersedes all prior understandings, negotiations and agreements, whether written or oral, between you and Publicis Sapient as to the subject matter covered by this offer letter. During the term of your employment with the Company, you will be subject to all rules and regulations in accordance with Company policy as applicable, enforced, amended or altered from time to time.

### COMPENSATION AND BENEFITS

Your annual compensation will be as per the schedule annexed here to and will be subject to deduction of tax at source. It should be appreciated that salary structure is designed based on certain statutory / IT laws and keeping in line with industry norms/ practices and employee feedback. Hence it is subject to change based on any of these inputs or on promotion or depending on the options exercised by you for claiming certain tax friendly benefits on your joining.

Your total compensation package is the sum total of Base, and Retirals mentioned below:

#### A. Base

(Base comprises of fixed and flexible elements of base compensation.  
People have a choice to decide on the flexible elements of base compensation.)

#### Fixed Elements of Base Compensation

Basic Salary

#### Flexible Elements of Base Compensation

House Rent Allowance (HRA)  
Leave Travel Assistance (LTA)  
Special Allowance

#### B. Retirals (Company Contribution)

You would retire at the age of 60 years in accordance with the Company's Retirement Policy. On your retirement, you would be entitled to PF and Gratuity, as applicable. Please refer to the Company's Retirement Policy for further details.

### Optional Benefits

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Meal Coupons  
Car Lease Scheme  
Car Fuel & Maintenance (Self owned cars or Car Lease Enrollees)  
Driver's Salary (Self owned cars or Car Lease Enrollees)

## RELOCATION EXPENSES

This clause is only applicable to you if your package includes a component on relocation. Publicis Sapient agrees to cover your relocation benefits and expenses in accordance with the Publicis Sapient India Domestic Relocation Policy as amended from time to time. If you leave Publicis Sapient within 12 months of your start date and/or the date of payment of relocation allowances including expenses, you agree to re-pay all relocation allowances including expenses on or before the day of your full and final settlement at Publicis Sapient."

## PROBATION

You will be on probation for a period of 6 months from the start date of your employment. During this period, either party may terminate your employment by providing 30 days prior notice in writing to the other party

## NOTICE PERIOD

After the six months' probation, the prior notice period required by either party for future termination is 60 days subject to terms and conditions set forth herein below.

- The employment offered under this agreement shall be valid until either party terminates it by giving to the other party the number of days of prior notice specified above. Such notice may be given at any time during the course of employment. You are employed by Publicis Sapient "at will" and not for any specific term.
- In the event an employee requests for adjustment of his/her un-availed privilege leave against the stipulated notice period then the company may in its discretion agree to do so.
- Publicis Sapient reserves the right, at its sole discretion, to terminate your employment without providing the required period of notice, by paying salary in lieu of notice.
- Where you notified Publicis Sapient of your voluntary termination, Publicis Sapient reserves the right to accept your resignation anytime during the notice period stipulated above. You will be required to mandatorily provide minimum notice period of thirty (30) calendar days which will not be allowed to be adjusted against the un-availed privilege leave
- You shall not be entitled to any salary or any benefits after the effective date of termination of your employment with Publicis Sapient.
- In the event you do not provide the required period of notice, before voluntarily terminating your employment, Publicis Sapient reserves its right to forfeit your salary as per the requisite notice period duration. In addition, Publicis Sapient will also be entitled to adjust any amounts

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outstanding against you from your salary, accrued vacation or expense reimbursements, as may be legally permissible.

- You acknowledge that if you fail to provide the minimum notice period of thirty days as stated above, Publicis Sapient is bound to suffer substantial damages caused due to improper transition of work, delay in completion of project, hiring and training of your replacement as per our client's requirements. Therefore considering the gravity of damages that could be suffered by the company, the company reserves its right to assess and recover such damages from you as it deems fit.
- In case of breach of these Terms of Employment or misconduct (which includes amongst other things failure to return to work after vacation, absconding from work, taking actions injurious to Publicis Sapient's business or reputation, undertaking fraudulent acts, obtaining a criminal conviction), Publicis Sapient may terminate your employment without prior notice and without any payment in lieu of notice, and all benefits shall be withdrawn with immediate effect.
- There will be no waiver of the aforesaid notice period requirements unless otherwise specified in this letter or subsequently communicated to you.

## CAUSE FOR TERMINATION

In case of breach of these Terms of Employment or misconduct (which includes amongst other things failure to return to work after vacation, absconding from work, taking actions injurious to Publicis Sapient's business or reputation, undertaking fraudulent acts, obtaining a criminal conviction), Publicis Sapient may terminate your employment without prior notice and without any payment in lieu of notice, and all benefits shall be withdrawn with immediate effect.

## PROPRIETARY INFORMATION AND CONFIDENTIALITY

Please note that the conditions of this offer letter are specific to each individual and therefore, the terms should be held in confidence.

During your employment with Publicis Sapient, we may disclose to you certain trade secrets or confidential proprietary information. You agree that you will hold in confidence, and not disclose to anyone outside of Publicis Sapient any of our trade secrets and our confidential or proprietary information, or similar information that you may receive from us with respect to Publicis Sapient or any of our existing or prospective clients. Upon joining, you will be required to sign the standard Publicis Sapient Non-Disclosure, Non-Solicitation and Non-Competition Agreement regarding these and other matters relating to your employment.

## INTELLECTUAL PROPERTY

All the proprietary rights title and interests in any and all intellectual properties, such as ideas, inventions, or works which are conceived, developed or prepared by you during your employment with the Company, shall vest with the Company absolutely.

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## COMPLIANCE WITH POLICIES

You acknowledge that being an employee of Publicis Sapient you must comply with the corporate policies and procedures ("Janus") of the Publicis Groupe. You also understand and acknowledge that these policies and procedures are continually evaluated and these may be amended or altered from time to time and as applicable and enforced shall be binding upon you.

## PERSONAL INFORMATION

You acknowledge and understand that Publicis Sapient will process your personal information including your sensitive personal data or information ("Personal Information") for purposes set out in the Data Privacy Policy which is available on the Company's intranet.

By accepting the terms of employment, you hereby consent to the collection and disclosure of your Personal Information by Publicis Sapient to and from third parties and for the transfer of your Personal Information by Publicis Sapient to Publicis Sapient group companies, suppliers and customers within and outside India, where it is necessary for purposes related to your employment or where it is legally required. The reference to "sensitive personal data" above is to the categories of personal data identified by data privacy laws as requiring special protection.

You also agree to comply with the Personal Information Protection Policy ("Policy") which is available on the Company's intranet in all the data processing activities which you may perform on Publicis Sapient's behalf. In particular, you agree not to use any Personal Information other than in connection with and to the extent necessary for meeting the business requirements of Publicis Sapient.

## DISCLOSURE AGREEMENT

You confirm that you have disclosed fully to the Company all your business interests whether or not they are similar to or in conflict with the business (es) or activities of the Company, and all circumstances in respect thereof and whether there is, or might be, a conflict of interest between you or any immediate relative, any such interests or circumstances which may arise during your employment.

## INSIDER TRADING

Please note that during the period of your employment with Publicis Sapient and for a reasonable period thereafter, you will be strictly required to follow guidelines regarding insider trading and that will require compliance with U.S. Securities laws, including but not limited to not sharing of non-public information about Publicis Sapient or any of its Clients or affiliates that may trigger insider trading violations, with anybody, including spouse and family.

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## ABSCONDING CLAUSE

If you absent yourself without approved leave or remain absent beyond the period of leave originally approved or subsequently extended, the same shall be considered as you having voluntarily terminated the employment without giving notice unless you

- Return to work within three days of the commencement of such absence, and
- Give an explanation to the satisfaction of the Company regarding such absence.

## LEAVE

You will be entitled to leave, holidays and other service benefits as per the rules of the Company as amended from time to time.

## TRAVEL

You may be required to travel on Company work and you will be reimbursed expenses as per the Company policy.

## PLACE OF WORK

You may, during your employment with the Company, be considered for employment or assignment at any other work place/branch/division of the Company within India or in any other country where the affiliates of the Company do business. Decisions for such transfers, which may be for short duration or of a long-term or permanent nature, will depend on your suitability for the intended task and other relevant factors. In the event that such a transfer is requested by the Company, you will be required to report for duty at the new place of work from the effective date communicated to you in this regard.

## WORK SHIFTS

Please note that may Publicis Sapient require you to work in shifts as determined by business needs. Reasonable effort will be made to give you advance notice of such shift changes to minimize any inconvenience to you. Your work timings may vary according to the shift assigned to you. Shift Work will be in accordance with the prevalent "Shift Work Policy" of the company.

## EMPLOYMENT RESTRICTIONS

Your employment with Publicis Sapient is conditional upon your not being employed simultaneously, whether full time or part time or as a contractor, with any other organization, person or entity. In the event you opt to become a partner in a partnership firm or a Director on the Board of any Company, you are required to seek prior written approval from People Success Lead. Publicis Sapient will have the sole discretion to approve or disapprove such a request based on Publicis Sapient's internal guidelines for deciding such requests.

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Tower C, 2nd - 4th Floor, Plot No. 7,  
Sector 144, Expressway,  
Noida – 201301  
Uttar Pradesh, India

TEL +91 (120) 479 5000

FAX +91 (120) 479 5001

### TLG India Private Limited

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2870, Building Virgo, Outer Ring Road,  
Doddanekundi Circle, Marathahalli Post,  
Bengaluru - 560037 Karnataka, India

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### Registered Office: TLG India Private Limited

15th Floor, Umi Estate, Tower A, 95, Ganpatrao Kadam Marg, Lower Parel (West), Mumbai-400013.  
Tel: +91 (22) 6804 3600 Fax: +91 (22) 6804 3601 CIN: U74110MH1972FTC015798

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## BACKGROUND CHECK

This clause is applicable to you during your probation period also.

Your appointment is subject to the verification of your credentials, testimonials and other particulars mentioned by you in your application at the time of your appointment. If the particulars given by you are in any way found to be inaccurate or misleading, your employment shall be deemed to be automatically cancelled and your services will be terminated. If required, Publicis Sapien may also conduct client specific background checks regarding you after the commencement of your employment, in the event that a Publicis Sapien client requires background checks to be conducted as an eligibility condition for working on projects for such client and if you are staffed / are to be staffed to any such project. In the event any client prescribed background checks are to be conducted, you will be required to cooperate fully in the exercise and disclose the relevant information required from you for successfully completing such background check. Based on the results of such background check, Publicis Sapien reserves the right to withdraw your staffing on such project, or to take disciplinary action against you as appropriate.

## DOCUMENT SUBMISSION

You are solely responsible for the settlement of any and all dues, financial obligations and notice periods (collectively, "Dues") owed to your previous employer(s). In addition to the documents listed in Annexure C, you must submit the "relieving letters" from your previous employer(s) at the time of joining, or within two months of joining Publicis Sapien. In case you fail to submit your "relieving letter(s)" to Publicis Sapien, you must provide Publicis Sapien with a written explanation, which may be accepted or rejected by Publicis Sapien, in its sole discretion.

You further agree that, at all times during your employment with Publicis Sapien and any time thereafter, you will indemnify and keep Publicis Sapien indemnified against any judgment, loss, liability, damage, claim, or cost that may be incurred by Publicis Sapien, whether directly or indirectly, arising out of or in connection with your non submission of the relieving letter(s) from your previous employer(s) or for nonpayment of your Dues to your former employer(s). In the event any such claim is made against Publicis Sapien, or if the explanation provided by you for non submission of the "relieving letter(s)" is found to be unsatisfactory, Publicis Sapien reserves the right to take appropriate action against you including, but not limited to, termination of your employment.

## CHANGE OF ADDRESS

You shall keep Publicis Sapien informed of your latest postal address at all times and intimate in case of change of address. Any communication sent to you by Publicis Sapien on your last known address (as intimated by you) shall be deemed to have been duly served notwithstanding the fact that you have changed your address.

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<b>Annexure "B" to Offer Letter</b>	
<b>Elements of Compensation</b>	<b>Frequency of Payment/ Claim</b>
<b>A. Base</b>	
Base comprises of fixed and flexible elements of base compensation. People have a choice to decide on the flexible elements of base compensation.	
<b><u>Fixed Elements of Base Compensation</u></b>	
<b>1. Basic salary</b>	
	Monthly
<b><u>Flexible Elements of Base Compensation</u></b>	
<b>2. House Rent Allowance (HRA)</b>	
HRA is paid to people to meet cost of rental accommodation. HRA is a flexible component and can be fixed by the person either at 10% or 21% of Base Salary.	Monthly
<b>3. Leave Travel Assistance (LTA)</b>	
LTA can be fixed by the person as per the entitlement based on individual's career stage. If an individual does not opt for LTA default amount set is zero. It can be claimed only once in a year and is exempt from income tax twice in a slab of 4 years For other two years LTA amount will be paid as taxable.	Annual
<b>4. Special Allowance</b>	
The special allowance is equal to Base minus (Fixed elements plus Flexible Elements) chosen by the person	Monthly

<b><u>Optional Benefits</u></b>	
<b>5. Meal Coupons</b>	
This is an optional benefit to buy meals from the office cafeteria or from across hundreds of restaurants across India at INR 100 per day for 20 (on an average) working days.	Monthly
<b>6. Car Lease Scheme</b>	
There is an optional car lease scheme available for Sr. Associates and above at the time of Joining Publicis Sapien. Associates can join the car lease scheme on satisfactorily completing 2 years at Publicis Sapien.	Monthly
<b>7. Car Fuel &amp; Maintenance (Self owned cars / Car Lease Enrollees)</b>	

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Optional benefit to enroll in to Car Fuel and Maintenance for people enrolled in car lease (Limits basis career stage) or self-owned car (Limit: INR 2000 per month). Default amount will be set as zero.	
<b>8. Driver's Salary</b> (Self owned cars / Car Lease Enrollees)	
Optional benefit to enroll in to Driver Salary for people enrolled in car lease (Available for Managers and above and limits basis career stage) or self-owned car (Available for all career stages and limit: INR 1000 per month). Default amount will be set as zero.	
<b>B. Retirals (Company Contribution)</b>	
<b>9. Provident Fund (PF)</b>	
As per the current rules and regulations governing the company's PF scheme, the person contributes 12% of the basic salary to the fund and the company contributes an equivalent amount. In case the basic salary is less than INR 15,000, the contribution shall be INR 1,800.	Monthly
<b>10. Gratuity:</b>	
Gratuity is calculated at 4.81% of the basic salary (1.684% of Base Salary). It is payable when a person leaves the services of the company after completion of a minimum of 5 years. The maximum value is INR 20,00,000.	Annual

**The above stated elements of compensation are taxable as per applicable income Tax Laws.**

### **Other Benefits**

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Benefits	Frequency of Payment/ Claim
<b>1. Group Medical Insurance</b>	
This is a group medical insurance cover for Publicis Sapien people during their employment with Publicis Sapien with a total floating medical cover of INR 3,00,000 per family and corporate buffer of INR 5,00,000 (INR 15,00,000 in case of critical illness) covering self, spouse and two children. For more information please read through the details available on the Publicis Sapien People Portal.	Annual
<b>2. Group Life Insurance</b>	
Term Life Insurance (TLI) is the most basic form of life insurance. If the death of the insured individual occurs within his/her Publicis Sapien tenure, the insurance company will pay the death benefit. No money is paid at the time of individuals exit. For more information please read through the details available on the Publicis Sapien People Portal.	Annual
<b>3. Group Personal Accident Insurance</b>	
Personal accidental is an insurance cover wherein, in the event of the person sustaining bodily injuries resulting solely or directly from an accident by external, violent and visible means, resulting into death or disablement. For more information please read through the details available on the Publicis Sapien People Portal.	Annual

### **Annexure "C":**

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**Documents to be submitted prior to joining for Background Check purpose (Scanned format required):**

Components	Mandatory Documents (Scanned)
<b>Highest Education Qualification Attained</b>	a. Degree / Provisional Certificate b. Final Year / Consolidated Mark Sheet
<b>All Employments in last 05 years</b>	<b>For All Previous Employments -</b> a. Experience OR Relieving Letter b. Offer Letter c. First and Last Pay Slips <b>For Current Employment -</b> a. Offer Letter b. Last 02 Months' Pay slips

**Documents to be submitted on the Date of Joining:**

Components	Mandatory Documents (Hard Copy)
<b>For Employment Records</b>	a. Experience and Relieving Letter (only from the last organization) b. Provident Fund (PF) number, Universal Account Number (UAN) and other details from the previous organization {For PF Transfer}
<b>For Salary Account Opening Formalities</b>	<b>For New Salary Account -</b> a. 1 colored passport size photograph b. Proof of Identity (PAN / PASSPORT / VOTER ID CARD) <b>For Existing Citibank/ICICI/YES Bank Account Holders -</b> a. Account Details
<b>Identity &amp; Address Proof</b>	a. 1 colored passport size photographs b. 2 copies of PAN Card c. 2 photocopy of Permanent Address proof(Aadhar Card is a mandatory document, if you don't have one please apply ASAP) d. Passport copy

**Please Note:** If you "**DO NOT**" have the UAN number, immediately apply for it, by logging on to the below link [http://www.epfindia.com/site\\_en/CitizensServices.php](http://www.epfindia.com/site_en/CitizensServices.php)

**Please Note:** If you "**DO NOT**" have the PAN card, immediately apply for it, by logging on to the below link <https://tin.tin.nsdl.com/pan/index.html>

**Note:** Any delays in submitting the PAN details will lead to delay in processing your salary

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