



Date: 14/09/2021

Dear Prashant Kumar,

With reference to your application and the subsequent interview, we are pleased to offer you a position as **Sr Lead Engineer - SRE** in the **Engineering.Digital Acquisition** department in band **E4** in **Bharti Airtel Ltd.**. The terms and conditions of your appointment are as follows:-

1. APPOINTMENT AND REPORTING:

1.1 This offer of appointment is purely provisional subject to your joining on or before **23/09/2021** and it shall stand withdrawn forthwith in the event of following:

- i. If any information provided by you is found to be incorrect or misrepresented or concealment of any important information.
- ii. If any documents furnished by you for this employment is found false/fabricated.
- iii. Adverse report of your background verification.

The terms and conditions of appointment shall be effective from your date of joining.

1.2 You will initially report to **Himanshu Srivastava**, which can subsequently be changed at the sole discretion of the company.

2. EMOLUMENTS AND TAXES:

2.1 Your remuneration will be as per the details provided in Annexure annexed hereto.

2.2 You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration including if applicable any shares issued under ESOP scheme being paid to you pursuant to your employment hereunder. The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

2.3 All information regarding your remuneration and terms of employment are confidential and you shall not divulge the contents to any other employee of the Company.

3. TERMINATION:

3.1 Either the Company or you may terminate your employment at any time, without assigning any reasons, by providing two (2) months' written notice or two (2) months' basic salary in lieu thereof. However, considering that during the course of your employment with the Company, you shall be privy to or shall otherwise have access to sensitive and confidential information of the Company, which may include products' related information for existing or conceived products, business plans, information related to existing and planned projects, vendors and partners' related information and other valuable information of the Company or you may be or needed to be engaged in a project that needs to be completed or for the needs of other business reasons/requirements, in the event you choose to terminate your employment with the Company, the Company shall have the right to refuse acceptance of two (2) months' basic salary in lieu of notice period and (i) require you to continue to serve the Company during the notice period or any part thereof, OR (ii) for the duration of the notice period or any part thereof, require that you do not perform any official duties or attend office and return all assets provided by the Company, provided however that during such notice period or part thereof, you shall not take up employment or any other engagement (including as a consultant or advisor), whether on

Regd. Office: Bharti Crescent, 1, Nelson Mandela Road, Vasant Kunj Phase II, New Delhi - 110 070, India

Tel: +91 11 4666 6100 Fax: +91 114166 6137 E-mail: 121@in.airtel.com,

Corporate Identity Number: L74899DL1995PLC070609

a full time or part time basis, with any other person or entity.

3.2 Your employment shall stand terminated forthwith without any notice in the event of the following:

- i. if you do not join within the stipulated date, unless extended in writing.
- ii. if you are held guilty of any offence involving moral turpitude or any breach of the code of conduct of the Company.

3.3 Upon termination of your employment, you (or your legal heirs as the case may be) will complete the exit formalities and shall immediately return to the Company, any and all documents, manuals, documented confidential information (without making any copies thereof and/ or extracts therefrom), kits and other property belonging to the Company that may be entrusted to and/ or placed in your possession by virtue of and/ or during the course of your employment with the Company. You (or your legal heirs as the case may be) shall also deliver to the Company immediately all notes, analyses, summaries and working papers relating thereto. Prior to leaving the Company, you will also ensure that all your outgoing/ pending activities are successfully completed and properly handed over to the satisfaction of your reporting manager.

4. INITIAL POSTING AND TRANSFER:

4.1 Your initial place of posting shall be at **Noida @ UP-Noida-Sect 59.**

4.2 However, at the sole discretion of the Management, you will be liable to be transferred /deputed from one place to another any where in India or abroad and/or from one department to another or from one establishment to another and/or to any other concern including to any of Company's affiliates, associates, group companies and/or entities in which the Company may be having any interest whether existing or which may be set up in future.

4.3 Consequent upon your transfer, all the existing terms and conditions of your employment shall remain same.

4.4 As per the exigency of business, you may be required to carry out addition work for the Company's affiliates/associates/group companies.

5. GENERAL EMPLOYMENT OBLIGATIONS:

5.1 During your employment with us, you shall not be engaged, concerned or interested directly or indirectly in any other occupation, business or employment whatsoever (either for remuneration or on a honorary basis), and shall devote your whole time, attention and abilities exclusively to the performance of your duties and shall faithfully serve the Company and use your best endeavor to promote the interest and business thereof. In the event of above, the company shall be entitled to take appropriate action.

5.2 You shall be governed by the service rules and regulations of the Company, as amended by the Management, from time to time including the code of conduct, the terms of which are hereby incorporated by reference. You shall sincerely abide by and carry out operational instructions/procedures as contained in the Company's guidelines and other administrative instructions as may be issued by the Management from time to time.

5.3 The work product generated by you while performing the services during the term of your employment, including all electronic data, papers, worksheets, logs, records, reports, documents, training material and other materials developed or prepared by you, shall be the sole and exclusive property of the Company. Without limiting the generality of the foregoing, the Company will own all intellectual property rights in any work, invention, discovery, improvement or design, which you make or conceive:

- i. while employed by the Company and in connection with the business of the Company or a related body corporate; or
- ii. by using the resources, facilities, or confidential information of the Company or its

Regd. Office: Bharti Crescent, 1, Nelson Mandela Road, Vasant Kunj Phase II, New Delhi - 110 070, India

Tel: +91 11 4666 6100 Fax: +91 114166 6137 E-mail: 121@in.airtel.com,

Corporate Identity Number: L74899DL1995PLC070609

affiliates/associates/group companies.

For the purposes of this clause, intellectual property rights include, but are not limited to, rights in relation to or arising from patents, design registrations, trademarks and copyright. You undertake to execute necessary documents and do all such acts, at the request of the Company that may be required to give effect to this provision. You shall return to the Company such materials upon the termination of your employment or at the request of the Company at any time during the term of your employment.

- 5.4 You will be responsible for the safe custody of all documents, manuals and kits and other property belonging to the Company that may be entrusted to and/ or placed in your possession by virtue of and/ or during the course of your employment with the Company.
- 5.5 Being a managerial cadre employee you will be responsible for the overall smooth and effective functioning of the department / establishment / office / staff / employees under your charge and will be directly responsible for the successful and timely completion of any job / work assigned to you or any person working under your control and supervision and/or within the department / establishment/office of which you are for the time being holding the charge. You would adhere to the norms of office discipline. You would also be responsible to ensure proper and effective adherence to the norms of office discipline including working hours, systems and procedures by the staff / employees working under your supervision and/or in the department/ office / establishment under your charge.
- 5.6 You shall keep the Management informed of your latest postal address at all times and intimate in writing in case of change of address. Any communication sent to you by the management 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.

6. **CONFIDENTIALITY:**

- 6.1 You shall not, except as authorized or required by your obligations in terms hereof, reveal to any person or entity any of the trade secrets, secret or confidential information, information contained in any manuals or dealings or any information concerning the organization, business, finances, transactions or affairs of the Company and/or its affiliates/associates/group companies (confidential information), which may come to your knowledge and/ or be imparted to you by the Company during his employment hereunder. You shall hold in strict confidence, all such confidential information. This restriction shall survive termination of your employment with the Company without limit in point of time but shall cease to apply to information or knowledge which may come into the public domain without any of fault on your part.
- 6.2 You shall not during the term of your employment or at any time thereafter, use or permit to be used, any information, notes or memoranda relating to the business and/ or transactions of the Company and/or its affiliates/associates/group companies which may come to your knowledge and/ or possession by virtue of his employment with the Company for any purpose other than for the benefit of the Company.
- 6.3 You acknowledge that the breach of any of the provisions of Clause 6 hereof will cause irreparable loss and harm to the Company which cannot be reasonably or adequately compensated by damages in an action at law, and accordingly, the Company will be entitled, to injunctive and other equitable relief to prevent or cure any breach or threatened breach thereof, but no action for any such relief shall be deemed to waive the right of the Company to an action for damages.

7. **LEAVES AND OTHER SERVICE BENEFITS:**

- 7.1 You will be entitled to a total of 30 (thirty) days of General Leaves in a calendar year which shall be inclusive of

Regd. Office: Bharti Crescent, 1, Nelson Mandela Road, Vasant Kunj Phase II, New Delhi - 110 070, India

Tel: +91 11 4666 6100 Fax: +91 114166 6137 E-mail: 121@in.airtel.com,

Corporate Identity Number: L74899DL1995PLC070609

casual, sick, privilege and annual leaves and shall be subject to any amendment, at the sole discretion of the Company and in accordance with the applicable laws.

7.2 Holidays and other service benefits shall be as per applicable laws and the rules of the management as framed from time to time and applicable to the managerial cadre employees in the office/establishment/department in which you are for the time being posted including maternity benefits as per the Parental Leave Policy of the Company, as applicable.

7.3 You are entitled to the certain benefits over and above your TCC. in accordance with the applicable policies of the Company, as amended from time to time, at Company's sole discretion. Currently, the following benefits are being provided to Band E4 employees:

- (i) Phone Usage Allowance (PUA) of INR 4000/- per month.
- (ii) Smartphone reimbursement of INR 10,000/-; eligible for once every two years.
- (iii) Group Term Life Insurance (GTLI) with an insurance coverage of INR 50,00,000/- (death arising due to any reason).
- (iv) Group Personal Accidental Insurance (GPA) with an insurance coverage of INR 40,00,000/- (death/disabilities due to accidents).
- (v) Complimentary Health Checkup: Once in every 3 years (Age: 18-35 years); Once in every 2 years (Age: 35-45 years); Once in a year (above 45 years).
- (vi) Airtel Digital TV subscription allowance of Magnum SD package.

In addition to the above, you are eligible to avail educational program benefits in accordance with the Continuing Education Program Policy (CEP Policy), as amended from time to time. Currently, it allows reimbursement of 75% of specified course tuition fees, subject to a maximum of INR 5,00,000/- (Indian Rupees Five Lacs only).

8. RETIREMENT:

8.1 You shall retire on the attainment of 58 years unless specially required by the Company in writing to continue in service beyond this age. Your employment shall stand terminated on the last working day of the month of your retirement for which no notice shall be required.

9. CONTINUATION OF EMPLOYMENT:

- 9.1 It is understood that this employment is being offered to you on the basis of the particulars submitted by you with the Company at the time of recruitment process. However, if at any time it should emerge that the particulars furnished by you are false/incorrect or if any material or relevant information has been suppressed or concealed this appointment will be considered ineffective and irregular and would be liable to be terminated by the management forthwith. without notice. This will be without prejudice to the right of the management to take disciplinary action against you for the same.
- 9.2 Your appointment and its continuation is subject to your being medically fit and the Management reserves its right to ask you to undergo medical examination, as and when deemed necessary.

10. GOVERNING LAW AND JURISDICTION:

10.1 This appointment letter shall be governed and construed in accordance with the laws of India. It is agreed that any dispute of whatsoever nature between you and management will be subject to exclusive jurisdiction of courts of [Delhi] whether they be civil courts, labour courts, industrial tribunals or any other courts or authority of whatsoever nature.

Regd. Office: Bharti Crescent, 1, Nelson Mandela Road, Vasant Kunj Phase II, New Delhi - 110 070, India
Tel: +91 11 4666 6100 Fax: +91 114166 6137 E-mail: 121@in.airtel.com,
Corporate Identity Number: L74899DL1995PLC070609



In case this offer of employment is acceptable to you, as a token of your acceptance of the terms and conditions of employment offered, please accept the offer online by clicking the Accept Button. You are also requested to indicate the date on which you are willing to join the Company.

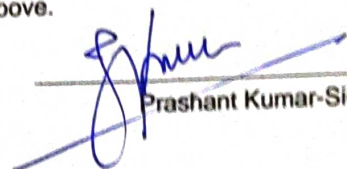
Yours faithfully,

Sagar Raina

Authorized Signatory
Bharti Airtel Ltd.

I have gone through the aforesaid terms and conditions / terms of appointment and have fully understood the same. I hereby accept the above appointment on the terms and conditions stated herein above.

Dated 14/09/2021


Prashant Kumar-Signature



In case this offer of employment is acceptable to you, as a token of your acceptance of the terms and conditions of employment offered, please accept the offer online by clicking the Accept Button. You are also requested to indicate the date on which you are willing to join the Company.

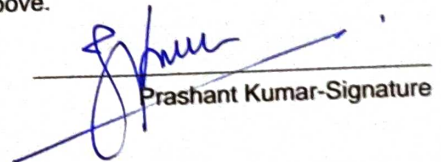
Yours faithfully,

Sagar Raina

Authorized Signatory
Bharti Airtel Ltd.

I have gone through the aforesaid terms and conditions / terms of appointment and have fully understood the same. I hereby accept the above appointment on the terms and conditions stated herein above.

Dated 14/09/2021


Prashant Kumar-Signature

Name
Job Name
Department:
Band
D.O.J

ANNEXURE A:
Prashant Kumar
Sr Lead Engineer - SRE
Engineering.Digital Acquisition
E4
23/09/2021

Proposed Total Cost to Company (TCTC) Breakup:

Sr. No.	Components	Amount (INR Per Annum)
I.Fixed Components (Mandatory)		
1	Basic	16,40,000
2	PF(at 12% of Basic Salary)**	1,96,800
3	Gratuity	78,884
Total - I		19,15,684
II.Flexible Benefits Plan (Optional Cafeteria Basket)		
1	HRA/CLA	Upto 50% of Basic Salary, As per company policy
2	Car Lease Charges	As per Company Car Lease Policy
3	Driver	As per Company Car Lease Policy
4	Petrol & Maintenance	As per Company Car Lease Policy
5	LTA Reimbursement	Actuals, as Opted for
6	Special Allowance	Actuals, as Opted for
7	Mediclaime Insurance	As per Company Policy
Total - II		17,74,316
Total Fixed Pay (A) = I + II		36,90,000
Total Variable Pay (B)*		4,10,000
Total Cost to the Company (TCC) = A + B		41,00,000
*Payable as per the Annual Performance Bonus Scheme and Annual Performance Bonus Policy or SIP Policy of the Company , as applicable of the Company.		
** Flexibility to choose PF contribution at the time of joining - employee can choose PF contribution of INR 1,800 per month (12% of INR 15,000) i.e. minimum statutory limit instead of 12% of Basic Salary. The remaining amount will be adjusted in Flexible Benefits Plan. This choice can be exercised only at the time of joining and cannot be changed at a later date.		
Any amount incurred by the Company for your relocation expenses or paid to you by the Company in lieu of notice pay buyout or as joining bonus will be recovered in full in case you exit from the Company before completing one year of service from your date of joining and any taxes paid / payable on the same shall be borne by you		

Yours faithfully,

Sagar Raina

Authorized Signatory
Bharti Airtel Ltd.

I have gone through the aforesaid terms and conditions / terms of appointment and have fully understood the same. I hereby accept the above appointment on the terms and conditions stated herein above

Dated 14/09/2021

Prashant Kumar
Prashant Kumar-Signature



ANNEXURE C:
Joining Bonus Recovery Agreement

The Company has agreed to pay you a joining bonus of Rs.2,00,000, subject to applicable taxes. The Joining Bonus will be paid along with your first month's salary. In the event of you leaving the services of the Company prior to the expiry of one (1) year from the date of joining, the amount paid as Joining Bonus shall be recovered by the Company in full and you expressly agree that any taxes paid / payable on the same shall be borne by you.

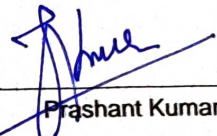
Yours faithfully,

Sagar Raina

Authorized Signatory
Bharti Airtel Ltd.

I have gone through the aforesaid terms and conditions / terms of appointment and have fully understood the same. I hereby accept the above appointment on the terms and conditions stated herein above.

Dated 14/09/2021


Prashant Kumar-Signature