



PRIVATE & CONFIDENTIAL

Yogesh Singh Rawat  
S-99/161,  
Moti Lal Nehru Camp J.N.U.,  
South West Delhi, Delhi - 110067

August 20, 2021

OFFER & APPOINTMENT LETTER

Dear Yogesh,

This has reference to your application and subsequent discussions you had with us at **TO THE NEW Private Limited**, we are pleased to offer you the position of **Software Engineer** in the Company on the following terms and conditions:

**1. Date of Commencement**

Your date of commencement of employment in our Company shall be the date of your joining the duties and you have to report for joining the Company not later than **September 6, 2021** else this offer stands automatically cancelled.

**2. Location / Transferability**

Your services are presently placed at our Noida Office and your services may be transferred to any other department, subsidiary, associate company, or joint venture at any other location on the same terms & conditions subject to our business requirements.

You may be required to report to any other Officer of the Company depending on the nature of the assignment/task given to you.

As the Company or its associated companies are involved in a regional business and may have interests and business dealings in other Indian regions or overseas, in the performance of your duties of employment with the Company or its associated companies, you shall be required from time to time to travel and render your services throughout the world at any given time by the Company.

**3. Remuneration/Salary**

You will be paid the total remuneration of **INR 4,50,000 p.a.** A projected salary break up is enclosed in Annexure A.

You will be entitled to other benefits, in accordance with the policy of the Company in force from time to time.

**4. Probationary Period**

You will be on probation for a period of Six months from the date of joining the Company. On satisfactory completion of this period, your services shall be confirmed. In case your performance during the probation period is found unsatisfactory, the probation period may be extended by a further period and/or your services may be terminated by giving 30 days' notice, similarly, you may terminate the services during the probation period by serving 30 days' notice.



**5. Background Checks / Disclosure of Information**

The Company may, at any time, (or as part of the joining formalities) conduct reference / background checks (including but not limited to the previous employers, education qualifications etc). In the event the statements / particulars furnished by you is found to be false or misleading or any information was suppressed, or if the Company, during the course of the check receives any adverse report against you that may be detrimental to the interests of the Company, then, the Company shall have the right to terminate your services forthwith without giving any notice, notwithstanding any other terms and conditions stipulated herein. The Company retains all its rights to initiate action against you before appropriate forums of law and as they deem fit. In the event there are any pending / closed legal cases against you in your professional capacity in the courts of law, you shall disclose the same to the undersigned immediately.

**6. Services**

You will be responsible to discharge all the services as were assigned to you from time to time and you have to discharge duties in a diligent, trustworthy, businesslike and efficient manner. You will abide by the rules and regulations those that are applicable from time to time by the Company. If required, the Company will provide required training to you in updating your relevant knowledge for discharge of your duties efficiently & effectively, which will be as per the needs of business of the Company from time to time.

**7. Annual Review**

At the discretion of the Company, your services and total compensation may be reviewed by the Company from time to time or annually as per the policy of the Company subject to your effective and satisfactory performance of service. In the event your performance is not up to the mark or falls short of the minimum standards set by the Company, then, the Company shall have the right to terminate you as per Clause 15 of this offer letter.

**8. Expenses**

The Company will reimburse authorized reasonable expenses you may incur on Company business during the course of employment. Claims for expenses will be subject to the Company's Policy from time to time and approval from the concerned Authority in writing. The claim should be accompanied by reasonable proof of the expenditure. No employee is entitled to authorize his or her own expenses.

**9. Personal Information**

The personal information you provide to the Company in connection with your recruitment and subsequent employment will be used for the purpose of administering your employment with the Company and the Company's human resources generally. The Company may give out some of this information to other parties authorized by law to receive it. You have the right to access and correct personal data the Company has which relates to you. Any request for personal data access and/or correction should be addressed to the Human Resources Department.

**10. Hours of Work**

Your working days and shift timings will be indicated to you as per current operations of the Company. It will be necessary to work any time, including in shifts, at the sole discretion of the management, and if it so requires on all the days including Saturdays, Sundays and Holidays.



**11. Leave**

All Employees are entitled to leaves as per HR policy in effect. Leaves will be credited on a pro-rata basis from the date of your joining.

If you are absent from duty without any prior intimation to your immediate Supervisor/Reporting Authority, it will be considered as an act of indiscipline and will be dealt as per the disciplinary policy.

This would also attract Loss of Pay. You are required to follow the Company Leave Rules effective from time to time, which will be communicated to you.

Absence for a continuous period of 7 days including absence when leave though applied for but not granted and when over-stayed for a period of 7 days would make you lose your lien on the service and the same shall automatically come to an end without any notice or even intimation. In such an eventuality, the Management will draw an irresistible presumption that by remaining absent continuously and unauthorizedly, you have abandoned your job.

**12. Intellectual Property**

You acknowledge that all materials you create in the course of your employment (regardless of the form they take) will belong to the Company so that the Company is considered their author or producer. If, for any reason, you are considered the author or producer of these materials, you hereby assign to the Company all right, title and interest you may have in them.

Without prejudice to this provision, you confirm that you have declared to the Company all of your business interests existing at the date on which your employment commences, whether or not they are similar to or in conflict with the business of the Group Companies (including the Company). If these interests change during the term of your employment, you will promptly notify the Company.

**13. Confidentiality**

You agree that the terms and conditions applying to your employment are strictly confidential. Any disclosure of these terms and conditions to third parties (including other employees of the Company or any other entity within the Group companies) constitutes a breach of your employment.

You also acknowledge that the information you acquire about the Company and any of the Group Companies in the course of your employment by the Company is highly confidential. You agree during the term of your employment hereunder and thereafter not to use such information for any purpose other than for the sole benefit of the Group Companies (including the Company) and you agree not to disclose any such information to any third party without the prior consent of the Company.

**The terms and conditions of this letter along with the remuneration shall at all times be kept confidential.**

**14. Security**

You agree that you will (i) adhere to security practices as per the security policy of the organization applying to your employment; (ii) avoid usage of prohibited devices in the office premises.



You are authorized to use email ID provided to you by the organization only for internal communication and /or for communication with clients and / or customers we are dealing with on a regular basis.

You recognize and agree that you have no expectation of privacy with respect to Company's telecommunications, networking or information processing systems (including, without limitation, stored computer files, email messages and voice messages) and that your activity and any files or messages on or using any of those systems may be monitored at any time by the Company without any notice to you. You also agree that such measures are fair and reasonable and are not an infringement of your privacy.

Any disclosure of information to third parties except on a "need to know" basis (including other employees of the Company or any other entity within the Group companies) constitutes a breach of your employment and the Company shall take any appropriate action as it deems fit.

#### **15. Notice of Termination**

Either party may terminate Service by giving Sixty (60) days' notice or basic salary in lieu thereof, subject to the Company accepting basic salary in lieu of notice. However, in the event of you committing any criminal offense or indulging in activities which amount to moral turpitude or acting against the interest of the Company, you shall be liable to be dismissed forthright after getting an opportunity of being heard, without any further notice.

Further, the Company may terminate this contract, without prior notice or payment in lieu of notice for serious misconduct in accordance with relevant laws or any material breach of this contract including, in particular, any breach of paragraph 13, 14 and 18 of this contract.

Upon termination of your employment for any reason, the Company will be entitled to deduct any amounts you owe to the Company or any of the Group Companies from amounts owed to you.

No salary or incentives shall be payable after the effective date of termination. No bonus will be payable if an employee is serving notice at the time of declaration of disbursement of bonus amount. Upon termination of this contract for whatever reason, you shall return all the Company and client information and data (including copies thereof) in your possession and also hand over all the official assets and property in your custody.

#### **16. Engagement in other Business and Non-Compete**

You acknowledge, agree and undertake to devote your whole working time and attention to the service of the Company during the term of your employment with it.

During the term of your employment, you shall not (without the Company's prior written consent) directly or indirectly own, manage, control, participate in, consult with, render services to or engage in the business of any other entity or organization whether as an employee, officer, director, agent, partner, consultant or otherwise.

During the course of your employment and for twelve months thereafter, you shall not, directly or indirectly, solicit or transact or engage in or be employed in any business in competition with the business of the Company including but not limited to directly or indirectly soliciting or transacting from or with any of the Company's customers, clients, vendors, agents, suppliers or advisers. You agree that this is necessary to protect the interests of the Company and does not impede or restrict your freedom to trade.





**17. Transportation**

You will be responsible for making your own transportation arrangements to and from work. However, the Company on its own discretion may provide transport service as an additional benefit which the company can discontinue at any time without any prior notice.

In case of any mishap while availing the transport service, you or anyone else on your behalf including but not limited to your family, relatives and friends will not hold the Company, its directors, other employees or business associates responsible. The Company has no liability whatsoever in this regard.

**18. Employment Guidelines**

This offer & appointment letter incorporates the Company's Employment Guidelines and the Company reserves the right to amend or introduce fresh Employment Guidelines from time to time. By signing this offer & appointment letter, you agree that you will regularly visit the intranet of the Company and apprise yourself of the existing policies and procedures which will be binding upon you.

**19. Precedence**

In the event of any inconsistency between this offer & appointment letter and HR Policy, the terms and conditions of the HR Policy shall prevail.

**20. Age of Retirement**

In the normal course of employment you will be retired from the services of the Company on attaining the age of 58 years. The proof of age shall be the one recorded in the school leaving certificate or birth certificate, as submitted and noted in the Company's records.

**21. Relocation Benefit**

A new hire residing in cities other than their designated place of work, are eligible for relocation benefit as per the prevailing policy. The relocation benefit can be availed only with prior approval and there's a lock-in period of 1 year, i.e., any new hire leaving TTN before completion of 1 year of continuous service, calculated from the date of joining, will have to repay the relocation expenses claimed by him/her.

**22. Miscellaneous**

Any claim against the Company shall be brought within six (6) months of your date of relieving from the Company.

You shall not pledge/use the Company's name for personal purposes unless otherwise authorized by the Company.

The Company shall not be responsible and liable for any actions committed or executed by you in your personal capacity within or outside the office during the course of your employment with the Company. All liabilities arising out of such actions shall be your sole responsibility.

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You shall not give or receive any gift / cash equivalent of the same unless otherwise authorized by the Company.

This offer & appointment letter constitutes the written terms and conditions governing your employment with the Company. Please, therefore, signify your acceptance of terms contained herein by duly signing and returning, the enclosed duplicate copy to the Company on the same day.

*Please bring the documents as mentioned in Annexure B on the date of joining.*

We wish you the best of luck and invite you to our exciting team of employees in the Organization.

For TO THE NEW Private Limited,

**Kirti Sharma**  
**Assistant Vice President - Human Resources**

I hereby voluntarily accept the above offer of employment along with the total terms & conditions.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

*Yogesh*

*Yogesh Singh Lawat*

*07/09/2021*



**ANNEXURE A**

<b>Yogesh Singh Rawat - Software Engineer</b>		
	<b>Components</b>	<b>Amount (in INR per annum)</b>
<b>A</b>	<b>Basic Salary</b>	<b>2,53,200</b>
<b>B</b>	<b>Special Allowance</b> (Fixed CTC (E) - (Basic Salary (A) + Flexible Benefits Plan (C) + PF - Employer contribution (D))	<b>55,116</b>
<b>C</b>	<b>Flexible Benefits<sup>1</sup></b>	<b>1,11,300</b>
<b>D</b>	<b>Provident Fund - Employer Contribution</b>	<b>30,384</b>
<b>E</b>	<b>Fixed CTC</b>	<b>4,50,000</b>
<b>Other Benefits:</b> <ul style="list-style-type: none"> <li>• Gratuity - As per gratuity Act.</li> <li>• Group Medical Insurance Coverage - Employee, Spouse and two dependent children.</li> <li>• Group Personal Accident Insurance Coverage - Employee only.</li> </ul>		
<sup>1</sup> As per company policy. Any unallocated and unclaimed Flexible Benefits Plan (FBP) balance will be considered as a part of Special Allowance and taxed accordingly.		

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#### **ANNEXURE B**

List of documents you need to carry in Original for verification and to process your joining formalities.

- ☐ Academic & Professional Certificates - 10th, 12th, Graduation, PG/Masters
- ☐ Proof of Last Employment - Latest three month's Salary Slip, Offer & Appointment Letter, Relieving Letter, Last increment Letter (if any)
- ☐ Proof of Identity and Date of Birth - PAN & Aadhar Card
- ☐ Proof of Address (permanent and current) - Aadhar Card/Voter ID/ Driving License/ Electricity Bill/ Telephone Bill/ Bank Statement
- ☐ PF Account Opening - Cancelled Cheque of any Bank Account (which has your full name mentioned) or Self-attested Bank statement