

30-Aug-2024

Saaniya Shivanand Kamat

Sub: Letter of Employment

Dear Saaniya Shivanand Kamat,

Further to your recent meetings and discussions with us, we are pleased to offer you employment with **Delhivery Limited** ("the Company") in the position of **Associate - Employee Experience** at the Company's office located at **Goa_HQ (Goa), Goa, India, (Corporate)**, on the terms and conditions set out hereinafter:

START DATE & COMPENSATION

Your effective date of joining shall be no later than **04-Sep-2024**.

As compensation for services to be rendered by you, you shall be paid an annual fixed salary of **Rs. 3,50,000**. Your cost to the company (CTC) shall be **Rs. 3,50,000 (Three Lakh Fifty Thousand Indian Rupees)** per annum. A detailed compensation structure is provided along with this letter of employment (Appendix 1).

The salary shall be payable on monthly basis in arrears on or about the last working day of each calendar month, but in no case later than the 10th day of the succeeding calendar month. Please note that your salary details are highly confidential and should not be disclosed to anyone inside or outside the Company by you in any manner whatsoever and any failure on your part to adhere to this obligation shall be considered as a material breach of the terms of this letter of employment.

EMPLOYMENT

Please note that this letter of employment is subject to positive feedback on your reference check and conditional upon successful background checks which may include but not limited to criminal checks, verification of previous employment(s), education qualification and document verification, being conducted by the appropriate vendor. If this condition is not satisfied or if the results of the background checks are negative, then this offer of employment will stand revoked automatically (whether you have accepted it or not) and, if you have already commenced employment with the Company, such employment shall automatically terminate without giving rise to any claim for compensation or damages in your favour, but without prejudice to Company's rights and remedies against you.

PLACE OF POSTING

Your initial place of posting shall be at the Company's office located at **Goa**. However, your services are transferable, and you may be assigned / transferred in India or outside India to serve the Company in any of its existing or future offices or any of its group companies or associates. It is a condition of your employment that you comply with any such requirements of the Company. The transfer arrangement shall not deem to constitute a change in your conditions of service.



You may also be seconded, deputed or transferred to any other person / company associated with the Company whether in India or abroad. In such a case your relocation expenses shall be borne by the Company and your reimbursement shall be as per the Relocation Policy of the Company.

Parts of the Company operate on a 24 X 7 basis and are open for 365 days in a year.

RELOCATION

Any Relocation assistance, if provided shall be as per the Company's relocation policy.

PROBATION

You shall serve a minimum probation period of **6 (six) months** from the date of your joining the Company ("Probation") following which your employment with the Company shall be deemed to be confirmed, unless stated otherwise, and in writing. The Company reserves the right to extend the Probation period for an additional period, as deemed appropriate, in the event of your performance being dissatisfactory.

PERFORMANCE OF DUTIES

You shall be assigned with all the duties and responsibilities of the **Associate - Employee Experience** and such other duties on behalf of the Company, as may be reasonably assigned from time to time by the Company's management.

RETIREMENT

You shall retire from the service of the Company on attaining the age of 65. The date of birth as submitted by you at the time of joining the services of the Company will be treated as binding and final and no request for its change shall be entertained and acceptable. You shall retire automatically on the last working day of the month on attainment of age of 65 years.

TERMINATION OF EMPLOYMENT AND NOTICE PERIOD

- a) Your employment / services will be governed by Company's rules and regulations applicable from time to time. Either the Company or you may at any time terminate this letter of employment, with or without cause, by giving in writing to the other party, **15 Day(s)** notice during probation period and **60 Day(s)** notice post probation period or in lieu thereof a sum equal to the amount or pro-rated amount of basic salary which would have accrued to you during the period or remaining period of notice. The Company reserves the right either to accept your pay and allowance / towards the notice period or demand for actual service during the notice period. You shall not be entitled to any notice pay if your employment is terminated in accordance with Appendix 3 to this offer letter.

- b) Your employment / services can be terminated without notice in the event of misconduct on your part which includes however, not limited to non-adherence to the Company's code of conduct, employee discipline, committing a criminal offence, theft, fraud, embezzlement, intoxication, violence, sexual harassment, damage to the Company's reputation or property etc. or any other matter the management or the board of the Company deems fit to fall under the category of misconduct.
- c) On termination of Employment, you shall immediately:
 - i) Deliver to the Company or as may be directed, all confidential information.
 - ii) Return to the Company all equipment, security keys and other property belonging to the Company
 - iii) Settle all loans and advances if provided to you by the Company.
 - iv) Return all intellectual property of the Company and will not have any right over the same.
- d) Absence for a continuous period of (7) seven days (or as per the Company policy) without prior approval of your manager, would automatically terminate your services without any notice or intimation unless the Company communicates in writing to the contrary.

CONFLICT OF INTEREST

- a) During your employment, you will not engage in any activity or investment that
 - i) Conflicts with the Company's business interests,
 - ii) Occupies your attention to interfere with the proper and efficient performance of your duties for the Company,
- b) You will devote your entire time to work of the Company and will not undertake any direct / indirect (including as employee, independent contractor, consultant, principal agent, director, joint venture, partner, trustee, beneficiary) business or work, honorary or remuneratory except with the written permission of the Company in each case.
- c) During your employment and for a period of 12 months from the cessation of your employment with the Company howsoever, caused (whether your employment is terminated by you or by the Company and whether with or without cause or in breach of this letter of employment), you will not solicit, induce, or encourage:
 - i) Any employee of the Company to terminate their employment with the Company or to accept employment with any competitor, supplier, or any customer, with whom you have a connection.
 - ii) Any customer or vendor of the Company to move his existing business with the Company to a third party or to terminate his business relationship with the Company.
 - iii) Any existing employee to become associated with or perform services of any type for any third party.

IMPORTANT NOTE

Your employment shall also be governed by the standard terms and conditions, which are annexed hereto as Appendix 3 and the same shall form an integral part of this letter of employment. Your employment is conditional upon your acceptance of the standard terms and conditions and the specific provisions contained in Appendix 3.

Kindly sign and return the duplicate copy of this letter of employment along with the Appendixes, as a token of your acceptance of the terms and conditions set out herein. Also, please initial each page of this letter of employment and the Appendixes.

Please note that by signing this letter of employment, you have agreed to accept the employment with the Company on the terms and conditions set out herein. Upon your signature and return to us, this letter of employment shall be treated as an employment agreement and the terms and conditions of this letter of employment shall govern your employment with the Company. This letter of employment shall automatically stand revoked in the event you do not join the Company on or before the effective date mentioned in this letter of employment.

It is a pleasure to welcome you as a part of **Delhivery Limited**. We are confident that your employment with the Company shall prove mutually beneficial and rewarding and we look forward to having you join. On your first day of employment, please report to our office located at **Goa** at 9.30 AM along with the documents as mentioned in the Appendix 2. Should there be a change in your start date, it is mandatory that the same be communicated to us a week in advance.

Saaniya Shivanand Kamat, we thank you for considering employment with Delhivery Limited! We look forward to have you join us in our mission to be the Operating System for Commerce in the Country!

For Delhivery Limited



Ayush Dwivedi
Senior Director - HR Operations

-- ACKNOWLEDGEMENT --

I accept this letter of employment on the terms and conditions as described herein.

Disclaimer:

As part of the green initiative, the Company has adopted a paperless policy. Please consider this as the only letter of employment that will be shared with you. If specifically required for a particular purpose, please drop an email to loe@delhivery.com for a hard copy.

ACKNOWLEDGEMENT:

Saaniya Shivanand Kamat

Date: _____

Appendix 1 Salary Break up

Saaniya Shivanand Kamat
Associate - Employee Experience

SALARY COMPUTATION		
Components	Per Annum	Per Month
Basic	1,97,496	16,458
HRA	98,748	8,229
Bonus	16,458	1,372
Special Allowance	15,698	1,308
Gross	3,28,400	27,367
Deductions		
Employee PF	21,600	1,800
PT	2,400	200
Total Deductions	24,000	2,000
Net Pay Before Tax	3,04,400	25,367
Company Contribution		
Employer PF	21,600	1,800
Sub Total	21,600	1,800
Cost to Company	3,50,000	29,167
Total CTC	3,50,000	

- Annual Performance Incentive (if applicable) is payable as per the prevailing Company policy.
- The Net Take Home is subject to opting the Flexi options at the time of joining.
- Flexi pay may include Meal Coupons, Medical, Conveyance, LTA, Car Hiring and Vehicle Operating Exp.
- Any Deduction(s) with respect to statutory dues as per government norms such as Employee Provident Fund, ESIC, Professional Tax, Labour Welfare Fund, etc. will happen from employees' Gross Salary

Notes: Taxes shall be deducted subject to Investments declared to the Company has been computed on a yearly basis. Taxes will be computed as per the government regulations, which can change from time to time and shall be borne by employee.



Appendix 2
Documentation: Personal & Professional

Hi Saaniya Shivanand Kamat,

Please come prepared with the following documents (photocopies & originals) on your day of joining:

- a) Highest Qualification Proof (Mark sheet and Certificate/Degree)
- b) Pan Card
- c) Aadhar Card
- d) Permanent Address Proof (Aadhar card/Voter ID card/Passport)
- e) Current Address Proof (Aadhar card/Voter ID card/Passport/ Notarized Rent Agreement), in case employee's permanent address and current address are not same.
- f) Last two employer's Relieving letter.
- g) 4 Passport size photograph
- h) Last 3 Month's Salary Slip
- i) Bank Statement / Cancelled Cheque (Name Printed)
- j) Signed Offer Letter

Your employment with the Company shall be subject to submission of the above documents and required joining forms on the date of joining. Shall you fail to submit the same even within 7 (seven) days of your joining, the Company reserves the right to terminate your employment, in the event the above documents and forms are not submitted within the time stated above.

Appendix 3 Standard Terms & Conditions of Employment

This appendix containing the Standard Terms and Conditions of employment is attached to the letter of employment and shall be deemed to be an integral part thereof. Your employment is conditional upon your acceptance of the standard terms and conditions detailed herein.

BENEFITS

You will also be entitled, during the term of your employment, to such leaves, medical Insurance, Group Personal Accident, and other employee benefits as the Company may offer from time to time, subject to applicable eligibility requirements. The Company does reserve the right to make any modifications in this benefits package that it deems appropriate.

Please refer to the respective policy documents, as updated and available on the Company's HRMS portal for details.

CONFIDENTIALITY

In consideration of the Company furnishing, you with the Confidential Information, the employee agrees as follows:

- a) The Confidential Information shall be used by You solely within the scope of your engagement of services for which the disclosure was made, and not for any other purpose. You shall not disclose Confidential Information to any third party and shall otherwise treat such Confidential Information as you treat like information of your own. You agree shall always take whatever commercially reasonable steps are necessary to protect the confidentiality of such information.
- b) You are required to keep the Confidential Information confidential as you would your own confidential information and trade secrets and keep in confidence and subject to the terms and conditions of this letter of employment. You shall not disclose the Confidential Information or any part thereof to any person. You shall not take any copies or make any summaries or transcripts or reproduce or transmit by any means and in any form whatsoever (including in an externally accessible computer or electronic information retrieval system) of the whole or any part of the Confidential Information otherwise than as required in pursuance to this letter of employment and without the prior written consent of the Company.
- c) The term "Confidential Information" shall be deemed not to include information which is or becomes generally available to the public other than as a result of a disclosure by You or any other person who directly or indirectly receives such information from You or in violation of a confidentiality obligation to the Company known to You or is or becomes available to You on a non-confidential basis from a source which is entitled to disclose it to You.
- d) Unless otherwise specified in a separate agreement between the parties, all Confidential Information disclosed by the Company to You shall be and shall remain the Company's property. Upon

termination of your engagement of services for which the disclosure was made, or at any time upon Company's request, you shall promptly return all existing tangible Confidential Information to the Company. Any type of Confidential Information tangible and intangible that you came across during the tenure with the organization, that shall remain subject to the confidentiality obligations post the termination as per this letter of employment.

- e) In case of breach of the terms and conditions of this letter of employment or any unauthorized disclosure or use of the Confidential Information by you, which may cause the Company irreparable harm, sufficient injury, loss and damage, the extent of which may be impossible to ascertain and which cannot be fully compensated by monetary damages, in addition to any other remedies the Company may have at law or in equity, the Company shall be entitled to seek immediate injunction and other equitable relief against you to prevent any further or continuing breach of your obligations. In addition to all remedies available in law and equity, you will also be liable to pay for all legal fees and costs incurred in the successful enforcement of this letter of employment or the successful establishment of breach of this letter of employment.
- f) Intellectual Property Rights Employee's Representations
 - i) All designs, business practices, discoveries, inventions, ideas, improvements, specifications, drawings, works, systems software programs, manuals, materials, documentation, copyrights, patents, trade names, trademarks, knowledge and information, whether or not registered ("Intellectual Property") which may now or hereafter be made, created, developed or conceived by you (whether alone or jointly with Company, including its officers, employees, consultants, interns or agents) in the course of, in connection with, arising out of, or resulting from (or which may reasonably be expected to be in the course of, in connection with, arising out of or resulting from) the work done at Company shall be the sole property of the Company
 - ii) In the event, you either alone or jointly with any other person during the course of, in connection with, arising out of or resulting from your employment make, edit or create any Intellectual Property, you undertake that you shall:
 - i. immediately and fully disclose the Intellectual Property to the Company and shall deliver to the Company all papers, workings, and specifications relating thereto.
 - ii. assign and transfer to the Company all the rights, title and interest relating to the Intellectual Property without any additional remuneration and shall not have any personal right in or to use of Intellectual Property.

DISCIPLINARY ACTION PROCEDURE

Any breach of the Company's regulations/policies, failure to attain or maintain a satisfactory work standard or any misconduct by an employee shall be regarded as a disciplinary or capability matter. Your immediate superior shall normally deal with minor disciplinary matters. The procedure for more serious offences including major misconduct shall be dealt in the manner set out under the Company's regulations/policies. Further, in case of any kind of misconduct, the Company is at liberty to terminate your employment immediately.



In case during your employment, you are suspended from your services for any acts of misconducts, pending disciplinary process, you shall be entitled to 50% of your basic salary for the first three months and 75% of your basic salary thereafter. However, if the disciplinary process gets delayed after three months and the delay is attributable to you, you will be entitled to 25% of your basic salary only.

COMPANY'S REGULATIONS / POLICIES

You shall abide and be bound by the Company's regulations/policies as available on company's HRMS portal, and the same shall form part of this letter of employment. The Company's regulations/policies may be changed / amended at any time at the discretion of the Company and the changed Company regulations/policies shall thereupon bind you. You shall also carry out and abide by any instruction, policies, 'house rules' and 'office orders' issued by the Company from time to time.

SEPARATION / TERMINATION OF EMPLOYMENT

Separation/Termination of employment will be applicable in accordance with condition set forth in Separation Policy and Disciplinary, Capability and Grievance Management policy. Categories of voluntary separation are Resignation, Death, Retirement and End of fixed term. Categories of involuntary separation are Non-Performance, Sexual Harassment, Misconduct and Absenteeism.

REPRESENTATION

You represent and warrant that you are not bound by or subject to any court order, agreement, arrangement or undertaking (including but without limitation any non-competition or non-solicitation undertakings) or any other disability of any nature which may in any way restrict or prohibit you from entering this letter of employment or from performing your duties and providing services under this letter of employment on the terms and condition contained herein.

INTERPRETATION

If any of the provisions of this letter of employment shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this letter of employment, and this letter shall be construed as if such invalid, illegal or unenforceable provision has never been contained in this letter of Employment. If, moreover, any one or more of the provisions contained in this letter of employment shall for any reason be held to be excessively broad as to duration, activity or subject, it shall be construed by limiting and reducing it, to be enforceable to the extent compatible with the applicable law as it shall appear.

INDEMNIFICATION

In the event of breach of the obligations of this letter of employment or any wilful misconduct and negligence by you, you shall be liable to indemnify and hold the Company harmless for all the costs, damages and prejudice caused to the Company by such breach, misconduct, or negligence or any actions arising thereof.

DISPUTES

All disputes or differences whatsoever arising between the Company and you out of or relating to the construction, meaning and operation or effect of this letter of employment or the breach thereof shall be settled by a senior officer of the Company as nominated by the CHRO and the decision made in pursuance thereof shall be binding on you and the Company.

- a) Any disputes during or after your employment would first be settled amicably between us. Should such a settlement be not possible then the same shall be finally settled by arbitration as per the provisions of the Arbitration and Conciliation Act, 1996, or any other statutory modification or re-enactment thereof. The arbitration shall be conducted by a sole arbitrator who shall be an independent and suitably qualified third party appointed by the Company. The venue of the arbitration shall be Gurgaon, India. The arbitration proceedings shall be conducted in English.
- b) Subject to what is stated above, the courts at New Delhi, India shall have the sole jurisdiction in respect of all matters pertaining to this employment.
- c) This employment shall be governed and construed exclusively in accordance with the laws of India.

WAIVER OF BREACH

Any waiver by the Company of a breach of any provision of this letter of employment shall not operate or be construed as a waiver of any subsequent breach.

---- END OF DOCUMENT ----