

HDB Financial Services Limited HDFC Bank Data Processing Center Home Loan Department 2<sup>nd</sup> Floor Bund Garden Pune 411001

Web: www.hdbfs.com

11 November 2022

Dear, Mr VISHAL THORAT

## LETTER OF APPOINTMENT

Further to your application and subsequent discussions for employment, HDB Financial Services Limited ("Company") is pleased to appoint you as SALES EXECUTIVE on the terms and conditions as set out below.

Your Total Salary per annum is set out as attached in Annexure A. All remuneration, benefits and perquisites will be taxed in accordance with the provisions of Income Tax Act, 1961 and any other enactments in force from time to time.

## **Terms and Conditions:**

- a) Your duties and responsibilities will be explained to you on your joining the Company.
- b) Your initial place of posting will be at PUNE. The Company reserves the right to change the duties assigned to you, transfer you, temporarily or permanently, to any other office / branch, subsidiary or associate of the Company or to any other place of business of the Company that is in existence or may come into existence at a future date. The Company further reserves the right to transfer you from one shift to another, depending upon the exigencies of work.
- c) You shall devote your whole time and attention to your duties with the Company and will not directly or indirectly, for any part of your time carry on any business or occupation or enter in any capacity, the employment of or association in business for profit or otherwise, with any firm, company or person without the prior written consent of the Company.
- d) You shall abide by all the applicable policies, rules, regulations, procedures and practices of the Company, as may be amended, from time to time and comply with all applicable Laws. Any violation of or failure to comply with or abide by the same shall be deemed to constitute an act of misconduct.

- e) You will be responsible for the safe keeping and returnin good condition and order, of any properties and / or assets which may be entrusted to you by the Company. The Company shall have the right to deduct the money value of all such properties and / or other assets from your dues and take such other action as it may deem proper in the event of your failure to account for such properties to the Company's satisfaction.
- f) You shall not, during your employment with the Company or at any time thereafter, discuss, divulge, or make public, directly or indirectly, to any individual, firm, company or person of any nature whatsoever, any information, processes, policies, documents, research, development, finances, properties, contracts, methods, trade secrets, transactions, or generally in relation to the business and affairs of the Company (including its subsidiaries and associate companies) or its clients, customers, employees, management, or business associates, which you may acquire during the course of, or which may otherwise cometo your knowledge or possession during the course of your employment with the Company.
- g) This letter of appointment can be terminated by either party by giving One month's notice in writing. It is clarified that, in the event of a termination of this Agreement by you, the decision whether or not to accept salary in lieu of the notice period will rest solely with the Company and you may be required to serve the applicable notice period instead of paying to the Company an amount equivalent to your salary in lieu thereof. The Company may, at its sole discretion, requirp you to proceed on leave during your notice period. Upon the termination of this letter of appointment, you will be required to comply with the Company's exit formalities.
- h) If at any time, you are found to be overstaying your sanctioned leave or are absent from work without permission for a period exceeding 5 (five) consecutive days or are found to be habitually absent or are otherwise found guilty of dishonesty, disobedience, fraud, insubordination, riotous and disorderly behaviour, negligence, indiscipline or any other act of misconduct (as determined by the Company in its sole discretion), then the Company will be entitled to terminate your services with immediate effect without giving you a notice or salary in lieu thereof.
- i) Nothing contained herein constitutes a guarantee of employment. Your performance shall continuously be evaluated by the Company. If you are found to be incompetent in the discharge of your duty or do not meet the productivity norms, your services shall be terminated. The Company reserves the sole right to terminate your employment on grounds of performance not being up to exPected standards. The final decision of the management in this regard shall be final.
- j) Notwithstanding anything contained in the above paragraphs, your services may be terminated by the organization if you are found to be indulging in acts of commission / omission which may be prejudicial to the interest of the organization, or any act of dishonesty, disobedience, insubordination or any other misconduct or neglect of duty or incompetence in discharge of duty on your part.
- k) In the event of any allegation of misconduct against you, the Company will initiate disciplinary proceedings against you as per its rules in this regard.
- l) You will keep the Company informed of any change in your residential address or in any of the other information pertaining to you as provided to the Company. All communication sent by the Company on the address registered in our will be construed as communication served on you.
- m) You will retire from the employment of the Company on your completing 60 (Sixty) years of age. It will be necessary for you to produce proper proof of your age within 7 (seven) days on receipt of this letter as may be required by the Company.

- n) This letter of appointment shall be governed by and construed in accordance with the laws of India. The terms and conditions set out in this letter of appointment constitute service conditions applicable to your employment in the organization and any dispute arising out of this letter of appointment or pertaining to your employment shall be subject to the exclusive jurisdiction of the courts of Mumbai.
- o) You shall comply with the data protection policy of the Company when handling personal data in the course of your employment with the Company including personal data relating to any employee, customer, client or agent of the Company or any of its affiliates and you shall promptly report any breaches or anticipated breaches of the same.
- p) You consent to the Company, its affiliates processing data relating to you for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data or information" (as defined in the policies of the Company). The Company may make such information available to any of its affiliates, those who provide products or services to the Company Of any Of its affiliates (such as advisers and payroll administrators), regulatory authorities, potential purchasers of the Company or the business in which you work, and as may be required by law. You also consent to the Company carrying out the above activities and other similar classes of activities prior to, during and after the termination of your employment with the Company, provided that such activities are carried out in a lawful mamer and for legitimate purposes.
- q) If at any time during your employment you make, develop, discover or participate in the making or discovery of any "Intellectual Property Rights" (as defined in the policies of the Company) relating to or capable of being used in the business being carried on by the Company or any of its affiliates, such Intellectual Property Rights shall be the absolute property of the Company. At the request of the Company you shall execute all such documents and do all acts, matters and things which may be necessary or desirable for obtaining registration or other protection for the Intellectual Property Rights as may be specified by the Company.
- r) You hereby acknowledge and undertake that you do not have and shall not have at any point of time, any ownership, interest, right or title in the Intellectual Property Rights nor will you claim any ownership, interest, right or title in the Intellectual Property Rights or brand forming part of the business of the Company or any of its affiliates.
- s) You shall not, at any time during the course of your employment and any time after the termination of your employment with the Company, make any statement, representation, post commentary, content or image or communicate in writing, orally or otherwise or take any action directly or indirectly in public or private, in any manner or through any medium whatsoever including but not limited to newspaper, social media, e-mail, SMS, internet, blog, social networking websites etc., which may directly or indirectly, defame or disparage the image, credibility, good name, goodwill and reputation of the Company or any of its officers, directors, employees, agents, consultants, representatives etc. or create an hostile work environment.
- t) Your appointment will be subject to the organization receiving satisfactory references and ContactPoint verification
- u) Any variation of the above terms and conditions will not be valid until expressly made in writing by the Company.
- v) This letter of appointment (together with all its annexures) shall supersede all prior, oral or written agreements or communications, formal or informal, in relation to your employment with the Company.

Kindly arrange to bring self-attested copies of the following documents along with their originals for verification on the date of your joining:

a) Copy of Educational Certificates and Marksheets (Xth, Xllth, Graduation, Post Graduation)

- b) Proof of date of birth (Copy of driving license, Voter ID, Passport)
- c) Duly signed duplicate copy of Appointment Letter
- d) Copy of Pan Card and Aadhaar Card (Both documents are required for Salary processing)

You will be required to complete the Company's prescribed joining formalities within 3 (three) working days from the date of your joining and submit the same to the Human Resources Department for necessary processing of your Salary.

Yours Sincerely,

For HDB Financial Services Ltd.

Smily Mehra

HBL Global - a division of HDB Financial Services Limited.

## Annexure A

HDBFINANCIALSERVICES	Compensation Breakup	
Role	Sales Executive	
Grade	G7	
Location	Pune	
Annual Compensation Break up		HDBFS Monthly
Basic	99,756	8,313
HRA	39,900	3,325
Conveyance Allowance	19,944	1,662
Provident Fund (Employer's contribution)	14,364	1, 197
Gros Salary (A)	1,73,964	14,497
ESIC (Employer's contribution)-—-(B)	4,539	378
Gratuity—-—	4,798	400
Total Fixed Compensation (D=A+B	1,83,301	15,275
This Offer is subject to positive Contact Point Verification, Reference checks & CIBIUSAS check. Your consent for candidature of the company will be considered as consent for accessing your CIBIL report.  Employee and Employer's contribution towards ESI will be 0.75% 3.25%		
respectively		
You will be entitled to Performance Incentive plan as per Company Policy		
Gratuity is as per "The Payment of Gratuity Act".		
You will be covered under Group Person the Organization	nal Accidentlñsurance as per policy of	
July o		

I accept the terms and conditions as mentioned in the Appointment letter.

Ref: HDBFS/22-23/HRIC342395/Appt/V293