

## Offer letter

Date: 26/04/2023

Employee Name: Tanisha Gupta

Designation: BDE

Dept: Marketing
Contact No.: 6388323532
Permanent Address: Kanpur

Further to your application and subsequent discussion for employment with us. We, Translucent Pixel Otter Private limited are pleased to appoint you as BDE in the BDE Marketing at Kanpur effective (26-04-2023) till (25-03-2024) on the following terms & conditions.

#### 1. Posting

We would like you to depute you to the office of the Byju's on an immediate basis and your initial posting will be at Kanpur

#### 2. Duty & Working days

You shall be required to work as per the (monthly/weekly) roaster fixed by the client. Leaves can be taken as per our company policy

Your duty and reporting time will be as per the attendance policy at the client's end and it will be communicated by your supervisor upon your joining.

You shall devote your time, attention, and ability towards the Byju's and shall perform such duties and exercise assigned to you from time to time by the client. You shall also comply with instructions, directions, and rules as laid by the client and your Supervisor at your deputed work location.

You are required to be flexible and to undertake all duties associated with your role diligently. You are also expected to undertake reasonable alternative duties in addition to your normal duties that may be associated with your role and as may be assigned to you by the client, from time to time. The client's decision in this regard would stand final and abiding.

Your Services may be transferred/ deputed either part time or full time to any other client, section, subsidiary, or associated firm by giving you a prior written notice.

Applicable leave policy and holiday calendar will be shared by the client where you are deputed.

#### 3. Compensation

Details of your salary breakup will be as per the Annexure attached herein. You hereby authorize **translucent pixel otter private limited** to make all salary payments required to be made including all reimbursements either by way of directly crediting the amounts to your bank account or Cheque.



#### 4. Period of services and Notice period.

During the period of your employment with us, your employment shall be terminated by you or by us, after giving fifteen (15) days' notice or compensation in lieu thereof.

We reserve the right to terminate your employment on grounds of performance or misconduct not being up to expected standards without any notice period or pay in lieu of notice. Should you be placed on Performance Improvement Plan, hereinafter referred to as "PIP", the starting date of PIP will serve as the beginning of your notice period. Should you not perform as per the expectation and we decide that your performance during the end of PIP period was not satisfactory, we shall terminate your employment without giving any further notice or pay in lieu of notice.

In case if you fail to serve the entire notice period, the same will be recovered by the translucent pixel otter private limited in your full and final settlement.

If you continue to be employed with us, you shall retire on or before your 58th birthday (i.e on working day).

### 5. Recovery of Assets:

You may be provided with any Asset or IT login credentials for your allotted work at the client's location. Upon termination of your engagement with the client, you need to return the Asset to the client. In case of any damage to the Asset, we shall be entitled to recover the cost of damage or loss of the Asset from you.

Vendor Company, on behalf of the client, has a right to recover any cash or any asset which may be handed over to you by the client at any time during your deputation with the client.

#### 6. Service rules, Discipline and Code of conduct

During your employment with us, you will not associate yourself with such activities which the Vendor Company's opinion may be harmful or detrimental to the interest of the client or the Vendor Company, as the case may be. As per the input shared by the client, the vendor Company may take appropriate disciplinary action against you, including without limitation, terminating your employment without notice/pay in lieu of notice days if you are found to be in violation of any rules, discipline, absconding, warning, PIP, BGV Failure and code of conduct etc. that may be communicated to you by us or by the client.

You will abide by the Byju's and translucent pixel otter private limited code of conduct and translucent pixel otter private limitedwill take independent action with consultation with the Byju's, for any violation of rules and code of conduct.



#### 7. Background verification and other obligations:

Your engagement with us is contingent upon completion of a background verification, including but not limited to confirmation of prior employment, educational background, criminal history check, to our satisfaction. Client may also conduct your background verification and your deputation with the client shall be subject to satisfactory completion of your verification check by the client or any third party that may be engaged by the client for the said purpose.

You agree and acknowledge that your personal details may be shared by us with the client and/ or any third party that may be engaged by the client for the purposes of conducting your background verification and you further consent to such disclosure by us in this regard.

If any time it should emerge that the details provided by you are false / incorrect, or if any material or relevant information has been suppressed or concealed, this appointment will be considered ineffective and would be liable to be terminated immediately without notice.

If you are at any time found to be guilty of misconduct, commit any breach of this Letter, or refuse or wilfully neglect to perform to the satisfaction of the Vendor Company or if we receive any intimation about such breach or misconduct by the Client, the Vendor Company may at once, without any previous notice, terminate your appointment.

During the course of your employment with the client or at any time after termination of your services, you shall comply with all confidentiality obligations imposed by the client and/or the client and shall in this respect not disclose to any person, firm, the affairs of the client, their customers or any classified and confidential information.

Nothing contained herein constitutes a guarantee of permanent employment at client company.

Vendor Company may amend the provisions of this Letter from time to time, provided that such amendments to the Letter are in accordance with the applicable law.

Please note that upon your acceptance of this offer, the letter shall supersede all prior, oral or written agreements, commitments, understanding or communications either formally or informally, in regard to the subject matter. Any variations of the above terms and conditions will not be valid until expressly made in writing by the Vendor Company.



# **DETAILS OF YOUR TOTAL ANNUAL CTC**

	Heads	Monthly	Annual
1	Emoluments		
Α	Fixed Basic	10717	128604
В	CA	500	6000
С	Bonus	934	11208
D	Other Allowance	1474	17688
2	Fixed Gross	13625	163500
Е	Employee ESIC	102	1224
F	Employee PF	1522.92	18275.04
3	Net Take home	12000.08	144000.96
G	ESIC.	443	5316
Н	PFAdmin	63	756
I	EDLI	63	756
J	PF(Employer)	1523	18276
K	Insurance	210	2520
4	СТС	15927	191124

Variable Component (Flat Variable)		
3-4 Walkin	>4 Walkin	
Rs. 1500/-	Rs. 3000/-	

**Authorised Signatory** 



(Birendra Jha)

### **ACCEPTATION**

I have been explained/read/understood/the above terms & conditions and agree to abide by them.

Employee Name:

Signature of employee: