

Private & Confidential
Offer-Cum-Appointment Letter

Date: 06-06-2024

Dipali Santosh Vasane,
Gadegaon
Jamner
Jalgaon - 425114
Maharashtra , India

Dear Dipali

Congratulations! We are very excited to have you on board!

We are pleased to make an offer to you for the position of DST - - Sales at Piramal capital and housing finance limited. You shall join the company on or before 19-06-2024. If you fail to join on or before the mentioned date, this Offer Cum Appointment Letter will stand withdrawn. Your initial posting will be at Jalgaon, Jalgaon City Center, 2nd Floor, shop No.11th to 13th Durgi Buildcon, Station Road, Near Govinda Ricksha Stop Jalgaon . You shall be governed by the terms and conditions applicable to all employees of the Company.

The details of the Salary and other terms and conditions of your employment are enclosed herewith as following:

Annexure "A": Salary and Benefits

Annexure "B": General Terms & Conditions of services for Managerial Personnel.

Annexure "C": Documents required at the time of joining

All the Annexure mentioned above shall form a part and parcel of this letter. If the terms and conditions enumerated in this letter, including its annexure are acceptable to you, please confirm your acceptance by accepting the offer on the system within 3 days the receipt of this letter. In case no confirmation is received from you within the stipulated period mentioned herein above, this offer will stand withdrawn.

You are required to treat this Letter and its contents as strictly confidential.

For more details of the organization please visit our website: www.piramalfinance.com.

We look forward for a long, successful and pleasant association with the Company.

Yours Sincerely,
For Piramal Capital housing and Finance Limited



Parneet Soni
Authorized Signatory

Piramal Capital & Housing Finance Limited

Registered Office: Unit No-601, 6th Floor, Amity Building, Agastya Corporate Park, Kamani Junction, Opp. Fire Station
LBS Marg, Kurla (West), Mumbai - 400 070 | CIN: U65910MH1984PLC032639

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Accepted and Agreed:

Name:

Signature:

Date:

ANNEXURE A

COMPENSATION DETAILS

Employee Name:Dipali Santosh Vasane

Band / Grade:Band G /G1

Business Unit: Piramal capital and housing finance limited, Retail Finance, - Sales

Location:Jalgaon,Jalgaon City Center, 2nd Floor, shop No.11th to 13th Durgi Buildcon, Station Road, Near Govinda Ricksha Stop Jalgaon

SALARY COMPUTATION		
Components	Per Annum	Per Month
Basic	90400	7533
HRA	12744	1062
Special Allowance	22600	1883
Bonus	28800	2400
Professional Development	22600	1883
Medical	22600	1883
Gross	199744	16645
PF Co's Contribution	18984	1582
ESI Co's Contribution	7272	606
Fixed Pay	226000	18833
Basket of Benefits	24000	2000
Total CTC	250000	20833

Notes:

- Bonus: The amount against this component will include Statutory Bonus Payment that you are entitled to under the Payment of Bonus Act, 1965 if it is applicable to you. This amount would be paid to you on a monthly basis along with your salary. This amount does not include any variable pay like Incentive etc. if you are eligible for the same.

-Basket of Benefits is inclusive of Travel and Communication Allowance of INR 2000 which will be paid in monthly salary.

-Group Medclaim Policy with coverage of family, as per Company policy in existence and as amended from time to time.

-Group Term Life Insurance covering self, as per company policy in existence and as amended from time to time.

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-Group Personal Accident Insurance covering self, as per company policy in existence and as amended from time to time.

-Gratuity will be applicable as per the Payment of Gratuity Act.

-Under the following circumstances your employment with the organisation will stand cancelled or revoked automatically on immediate grounds:

- If for any reason you do not clear any semester/ final year examination or fail to submit relevant documents (marksheets) to that effect.
- If you do not complete the functional orientation training (ACE Training).

Annexure "B"

GENERAL TERMS AND CONDITIONS OF SERVICE FOR MANAGERIAL PERSONNEL EMPLOYED BY COMPANY

The following are the broad terms and condition of your employment at the Company. Your employment with the Company shall be subject to the policies of the Company as applicable from time to time read together with the terms of this Letter.

Compensation

You shall be paid compensation as per the details mentioned in Annexure "A" of this Letter with effect from the date of your joining.

Place of Work

Depending on the business needs of the Company, you may be required to undertake a periodic visit to the Company's other locations within or outside India. In view of the nature of our business, the Company may transfer you to different divisions, associate companies, concerns, sections, subsidiaries, entities, offices or location of Company on a temporary or permanent basis whether within or outside India at its discretion as it may consider necessary from time to time. You may be sent on deputation to any other organization anywhere in the Country or abroad which may be under the same management or under different managements.

Roles and Responsibilities

You shall properly, diligently and honestly perform all the duties, responsibilities which the Company may assign to you from time to time. For any duties performed by you not in good faith or in violation of applicable law or breach of this Letter and/or the policies of the Company, you shall be solely liable and shall reimburse the Company for any loss incurred by it as a consequence thereof.

Rules, Policies, Procedures and Code of Conduct

You shall comply at all times with the Company's Rules, Policies and Procedures as amended from time to time ("Policies"). The Policies are incorporated by reference into this Letter and are subject to change, replacement or withdrawal at the discretion of the Company. It is your responsibility to keep yourself aware of all the policies of the Company at all times during your employment. By accepting this offer you hereby undertake that you shall comply with all the policies of the Company at all times during your employment. You hereby further undertake that you shall promptly disclose to the Company any transactions or matters which are, or may be, in contravention of the Policies.

You are also bound by the Company Code of Conduct and the Fair Practice code. The Company may implement the disciplinary procedure if you fail to comply with the code of conduct and in certain circumstances, this could amount to gross misconduct leading to dismissal.

Compliance

You are aware that there are laws against trading securities using material non-public information and you agree to comply with such laws. During the continuance of the employment you are expected to

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comply with the Company's policies, practices and procedures and, if required, sign any necessary documentation with respect to such policies, practices and procedures.

Leave, Work hours and Weekly holidays

You shall be governed by the Company's policy pertaining to leave, work hours and weekly holidays.

Probation and Confirmation

You will be on probation for a period of 6 months. Upon successful completion of the probation and subsequent performance evaluation, your position may be confirmed. During the period of your probation, if your performance is found to be wanting or there are deficiencies in your performance, the management may at its discretion with a view to give you an opportunity to improve upon your performance, extend your period of probation by a Letter in writing. Unless confirmed in writing, you will continue to be on probation.

Performance Bonus/Incentive Payments/Increment/Promotion

The Company may in its absolute discretion pay you a Performance bonus/incentive of such amount, at such intervals and subject to such conditions as the Company may in its absolute discretion determine from time to time in accordance with the Company's Policy. Each year you will qualify for a discretionary performance bonus/incentive as applicable to you as per company policy. In the first year, in case your date of joining with the Company is on or before 31st December, the performance bonus if applicable to you will be paid pro-rated for the period ending March from the date of your joining. Any bonus/incentive may be paid in cash, shares or any other form, may be deferred in full or in part, and may be forfeited or reduced in such circumstances and on such terms as the Company may determine appropriate.

The exercise of discretion to pay a bonus/incentive in one financial year shall not bind the Company or act as a precedent for the exercise of discretion in any other financial year. If, on or before the date when a bonus/incentive might otherwise have been payable, your employment has terminated or either party has given notice under these terms and conditions to terminate your employment, you will not be entitled to receive any such bonus/incentive (whether in cash, shares or any other form).

Annual increment will be given only to those employees who have joined the organization on or before 30th September of that particular performance year. Increments will be given on fixed pay only. Increments will be based strictly on individual and business performance. In case individual and/or business performance is not satisfactory, the Company, at its discretion can decide not to give any increment whatsoever. Your performance and contribution to the Company will be an important consideration for salary increments and promotions. Neither the promotion nor the increment can be claimed as a matter of right. The Company reserves the right to amend, change or cancel the above terms pertaining to the bonus/incentive/increment, at any time without prior notice.

Retiral benefits

You will be entitled for Provident Fund, Gratuity as per the rules applicable to Management Personnel, which may be changed from time to time.

Group Mediclaim policy

Group Mediclaim Policy is applicable to all the Management Staff working with the Company for his/her family members. Hospitalization expenses due to accidental injury or sickness will be covered. The limits of coverage would be as mentioned in the Company policy and would vary as per the management grade in which you are placed at any given time period of your service. The policy is liable to change as per the discretion of the management from time to time. Employees should refer to the policy board for changes/revisions, which may take place from time to time.

Tax

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You will be fully liable for the payment of income tax on your total remuneration including bonuses/variable pay to the income tax authorities including other such statutory dues/taxes and this will be your personal responsibility. The Company shall deduct any statutory dues/taxes from amounts paid to you, as per applicable laws.

Deductions from Annual Gross Remuneration Package

You agree that, at any time during your employment or on termination, the Company will deduct from your annual gross remuneration package any overpayment made or amounts owed by you. This includes but is not limited to any excess holiday/(leave), outstanding loans, advances, joining expenses, relocation expenses, and the cost of repairing any damage or loss to Company's property or equipment caused by you.

The Company shall be entitled to retain any and all amounts due to you including salary, remuneration, compensation and other amounts as applicable; and to adjust and deduct there from, any or all amounts due to be recoverable from or payable by you to the Company on any count.

Confidentiality

You will not either during your employment or at any time post resignation from services, use or communicate to any person, any information of a confidential nature concerning the business of the Company, or of its customer, supplier or other person having dealings with the Company, as the case may be, and which comes to your knowledge during the course of your employment other than in connection with your services to the Company.

In performing your duties, you may from time to time receive or obtain Information/data/documents from the Company or a related or associated or subsidiary or affiliated Company or otherwise have access to information relating to their clients or business information, business plans, systems, personnel, or other information of a confidential nature ("the Information").

In consideration of the Company making the Information/ data/ documents available, you undertake and agree that you will:

- a. Keep the Information/data/documents confidential at all times and not divulge or communicate to any person, other than those approved in writing by the Company, any of the Information/data/documents which you may (whether before or after the date of this Letter) receive or obtain;
- b. Not use the Information/data/documents for any purpose other than in connection with your services to the Company;
- c. Immediately return or destroy (at the Company's option) the original and all copies of any records of the Information/data/documents (in whatever form) and all notes and other documents embodying any of the Information on the first to occur of any of the following:
 - i. on the Company's demand;
 - ii. on termination or expiration of your employment with the Company.

Information, Assets and Systems

When you join the Company you may have access to phones, e-mail, internet and other equipment and systems. These form part of our IT and communication systems and you will be required to use them in accordance with the Company policies relating to them. You should refer to the code of conduct for further information on these policies. You will be responsible for the safe keeping and return in good condition and order of all the properties of the Company, which may be in your use, custody, care or charge. For the loss of any property of the Company in your possession, the Company will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction.

Intellectual Properties

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You acknowledge that ownership of, and all right, title, and interest in the Intellectual Properties shall at all-time vest in the Company. You expressly agree that all Intellectual Properties created by you during the course of your employment shall be under a contract of service and shall belong to the Company only.

You shall, whenever requested so to do by the Company whether during or after the termination of your employment hereunder, at the cost of the Company execute and sign any and all applications, assignments and other instruments which the Company may deem necessary or advisable in order to apply for and to obtain letters, patent, design, registration or other forms of protection for the aforesaid improvements, inventions and discoveries in such countries as the Company may direct and to vest in the Company the whole, right, title and interest therein.

You may have access to third party Intellectual Property that has been acquired by the Company by licenses or otherwise in the course of your employment in the Company. Any unauthorised reproduction, transmitting, publishing, adapting, storing, copying, modifying, distributing, displaying, reformatting, editing, excerpting, hosting, broadcasting, routing or any other misuse of the third party Intellectual Property by you is strictly prohibited and will constitute grounds for immediate termination of employment.

You shall execute and comply with the proprietary information and inventions agreement with the Company, which prohibits unauthorized use or disclosure of Company's inventions and proprietary information.

Indemnity

You shall, at all times during the course of your employment in the Company (and even after the termination with respect to the terms contained herein) agree to indemnify and keep indemnified the Company, as the case may be, against all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the Company as a result of any unauthorized disclosure or use of the Confidential Information by you or any person related to you that may have access to such Confidential Information through you.

Non Solicitation

This non-solicitation condition will be binding on the employee for a period of 2 years from the date of cessation/ termination of his / her services from the Company and any breach in the said condition would result in considerable damages/loss to the Company, which cannot be adequately compensable by money damages.

The Employee agrees and undertakes that in such an event the Employee shall fully indemnify and reimburse the Company to the extent of such costs (liquidated damages).

You agree that for a period of 2 years from termination or expiration of your employment with the Company, you shall not solicit or entice by any means whatsoever,

- a. Any client of the Company with whom Company is currently (during your period of employment) running a deal/mandate or any deal/ mandate that became known to you during your employment at the Company.
- b. Any person of Company who was employed by the Company or any person whose name became known to you during your employment at the Company in any office and in any capacity.
- c. You shall not work at the capacity of Executive or Non-Executive member of the board of the Company supplier, vendor or partner.
- d. Your agreement "not to solicit" means that you will not, initiate any contact or communication of any kind whatsoever, for the purposes of inviting, encouraging or requesting any deal/ mandate/ account/ person to transfer from the Company to you or to your new employer or to any other person or entity; or

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to enter into a new deal/ mandate with you or your new employer or with any other person or entity; or to otherwise discontinue its patronage and business relationship with the Company.

Medical Fitness & Verification of Particulars

Your appointment is subject to:

- a. You being medically fit and continuing to remain fit thereafter. Company has the right to get you medically examined by any certified medical practitioner during the period of your service. If, from such examination, the Company is of the opinion that continuance of your service is medically not advisable or that you are not in a position to discharge your duty satisfactorily or you are found to be incapacitated from performing your duties, the Company may terminate your services on the grounds of continued ill-health.
- b. Satisfactory verification of your character, antecedents and testimonials through reference checks or background screening. In case particulars mentioned in your application / Curriculum Vitae / Resume are found false or unsatisfactory, your services would be liable for termination at any time without any notice or any compensation in lieu thereof.
- c. Submission of Relieving Letter from your last employer/s.
- d. Salary of previous company declared by you should match with the proof submitted to us. In case the salary particulars declared by you are found false or incorrect, your services would be liable for termination at any time without any notice or any compensation in lieu thereof.
- e. Based on the information furnished by you about yourself, if during the employment it is found that any of the details and/or information furnished in by you is incorrect/false or is in contravention to the Company's code of conduct or rules of the Company or if it is found that you have concealed/fabricated documents/records/testimonials of your past training/employment, your service shall be liable to be terminated at source without any notice and such cessation of the employment will be for the reasons attributable to you.

Non Conflict of Interest and No External Employment

You will not, during your employment with the Company, except with the specific approval of the Company, undertake other full time or part time work for remuneration or work which will adversely affect your professional image and integrity as an employee of the Company. Assignments of social, charitable, literary, religious work or board membership of any other Company can be pursued with prior approval of the Company.

Receipt of Payments and Benefits from Third Parties

Subject to any Company regulations issued and amended from time to time, neither you nor any member of your family, nor any Company or business entity in which you or they have an interest, are entitled to receive or obtain directly or indirectly any payment, discount, rebate, commission or other benefit from third parties in respect of any business transacted (whether or not) by you or on behalf of the Company if you, any member of your family or any Company or business entity in which you or they have an interest, directly or indirectly obtain any such payment, discount, rebate, commission or other benefit you will forthwith account to the Company for the amount received or the value of the benefit so obtained.

Governing Law

The interpretation and enforcement of this Letter shall be governed by and construed in all respects in accordance with the law of India and the parties submit to the non-exclusive jurisdiction of the Mumbai courts.

It is expressly agreed that this appointment is made on the basis that your services being mainly of a Management and/or Supervisory nature, you will not be entitled to any rights, privileges and benefits as may be or become applicable to employees covered by the Industrial Dispute Act,1947.

Changes to your Terms of Service

The Company shall have the right to add, to alter, modify or abrogate from time to time any term of the Contract of Employment, including remuneration and perquisites, which will be communicated to you

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either by individual letter or by circular. Any changes will take effect from the date stated in the communication.

In relation to the benefit policies referred to in this contract, the Company reserves the right to withdraw or alter their terms without notice at any time and you may in certain circumstances be excluded from participation in any policy/scheme or any element within it.

You should, acquaint yourself with all Company rules and regulations applicable to your specific area of work, such as (where applicable) the local rules, regulations and by-laws and any and all applicable laws in relation thereto. Violation of any of these rules, regulations, laws or provisions may result in the immediate termination of your employment.

In case you are convicted by Judicial Authority under Civil Procedure code, Criminal Procedure code or Indian Penal code it will lead to breach of trust between employer and employee relationship and your services will be terminated on the date of such judicial pronouncement.

Warranty

You represent and warrant that you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment, or any of them, in accordance with the terms and conditions of this Letter.

Data Protection

The Company may be required to process, transfer and store your personal and sensitive data in any of the other Company locations. By signing this Letter, you acknowledge and agree that the Company and Company Human Resources Department (HR) is permitted to hold personal information about you as part of our personnel and other business records and that the Company and Company HR may use such information in the course of its business. You agree that the Company and Company HR may disclose such information to third parties in the event that such disclosure is in our view required for the proper conduct of our business or that of any associated Company. This clause applies to information held, used or disclosed in any medium.

Normal Retirement Age

You will retire on attaining the age of 60 years. Your date of birth as given by you, with the Company is recorded as 31-10-2000 and the same shall be treated as authoritative and final in the records of the Company. The same will remain unchanged and as a condition of employment you will automatically retire at the end of the month in which you attain the superannuation age and that no further notice whatsoever to you will be necessary in this regard. No request for change in date of birth will be entertained during the period of your service.

Notice of Resignation/Termination

During Probation: Fifteen Days notice on either side with the Company retaining the right to pay salary in lieu of the notice if so required. The payment in lieu of notice will be calculated on your Basic Salary. However, based on your performance during the probation period, the Company reserves the right to reduce/dispense with or extend the probationary period at its sole discretion or terminate your service with immediate effect, without giving any notice or assigning any reasons.

Post Confirmation: Thirty Days notice on either side with the Company retaining the right to pay salary in lieu of the notice. The payment in lieu of notice will be calculated on your Basic Salary.

The Company reserves its right to dispense with the notice period and/or part thereof in its sole discretion by accepting your resignation with immediate effect i.e. even before the last date of working/resignation mentioned in the resignation letter. In such an event you shall be paid salary calculated on your Basic Salary for the notice period and/or part thereof.

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If at any time, in the opinion of the Management, you are found guilty of indiscipline, dishonesty, disobedience, disorderly behaviour, moral turpitude, theft, fraud or violation of the Code of Business Conduct or withholding of any information in the application form or any other form of misconduct, in ordinary parlance negligence or acted in a manner detrimental to the interests of the Company, your services are liable for termination with immediate effect and in this case notice pay will not be payable by the Company.

Termination

Your employment / services will be governed by Company's rules and regulations applicable from time to time. If the Company is not satisfied with your performance on any account, the Company reserves the right to terminate your employment with immediate effect by paying proportionate basic salary (excluding variable pay) in lieu of any notice period applicable to you. The Company also reserves the right to terminate your employment without cause, with a notice as approved by the organisation or by paying proportionate basic salary (excluding variable pay) in lieu of applicable notice period.

If you wish to terminate your employment with the Company, you shall be required to serve notice as applicable to you. The Company may however, at its sole discretion, waive off the notice period, in full or in part, with or without proportionate notice period deduction of basic salary in lieu of short notice, without assuming any liability to compensate you in respect of the period so waived.

Your services can be terminated for loss of confidence. In such an eventuality you will be kept informed in writing of the reasons for losing confidence.

Notwithstanding anything contained in this Letter, the Company may terminate your employment with immediate effect, at any time without notice or payment in lieu thereof or any compensation whatsoever for Cause. For the purpose of this letter, "Cause" shall mean any one or more of the following:

- a. Any breach of integrity, act of dishonesty, embezzlement, breach of statutory duties, breach of confidentiality obligations, pilferage and theft, attending work under the influence of alcohol, or drugs or any other intoxicating substances.
- b. Breach of the Company rules and policies, guilty of serious misconduct, disobedience of reasonable orders from superiors, causing actual or threatening physical harm or damage to Company property or any misconduct by you or in case of breach of the terms, conditions or stipulations contained in this Letter.
- c. You being convicted of any criminal offence or committing fraud against, or the misappropriation of material property belonging to the Company;
- d. Your absence without approved leave for a period of more than 10 days;
- e. You become insolvent or restrained under any contract or arrangement or are under any legal disability from performing your obligations;
- f. You conduct yourself in a way which, in the Company's reasonable opinion, may bring any member of the Company into disrepute or which may jeopardize or prejudice the business and/or reputation of the Company;
- g. Any material violation of the Company's policies;
- h. The results of any background checks or searches conducted by the Company are deemed unsatisfactory to it in its absolute discretion.

The employee accepts and agrees not to solicit any employee of the Company directly or indirectly after cessation or termination of his / her employment from the Company

Consequences of termination of your employment

Upon termination of your employment for any reason whatsoever, You shall:

- a. Automatically vacate all offices held by you as a result of your employment with the Company;
- b. Immediately hand over to us the Company's property including but not limited to all papers, laptops, documents, security pass and/or identity card, Company sponsored credit cards, any premises and/or

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car(s) etc. and you must not retain any copies, extract or reproductions of all or any part of that property or confidential information.

c. You will continue to be bound by your employment obligations to the Company relating to the Company's confidential information and Intellectual Property Rights (as defined in this Letter);

d. You must not make any statements (whether orally or in writing) or do anything which might damage the reputation and/or business of the Company or interfere with the Company's relationships with its clients and customers; and

e. You must not thereafter represent yourself as an employee of the Company in any manner whatsoever.

f. Not to solicit any employee of the Company directly or indirectly after cessation or termination of his / her employment from the Company.

Background Verification Check

The offer described above is subject to satisfactory completion of background verification as the Company may consider necessary. As part of this process we may ask you for some information / documents and non-submission of such information / documents from your side might affect the results of this verification. The Company may withdraw this offer without any obligation whatsoever in case your background verification report is found to be unsatisfactory.

Other terms and conditions

a. In addition to the terms and conditions of employment herein above mentioned, you shall also observe and comply with and shall be bound by any rules, regulations and procedures which the Company may from time to time separately frame for observance and compliance by its officers and which would be communicated by the Company to you as and when required.

b. You will, unless prevented by ill health or accident and save while on approved leave, devote the whole of your time, attention and abilities to the business of the Company.

c. You will be true and faithful to the Company in all your accounts, dealings and transactions whatsoever relating to the business of the Company, and shall, at all times, when required, render a true and just account thereof to the Company or to such persons as shall be so authorized by the Company.

d. In case of your overstaying the sanctioned leave or for any absence without permission for more than 10 calendar days, you shall lose lien on your services and it will be considered you have voluntarily abandoned from the service and the Company will be entitled to strike off your name from its rolls without any reference to you.

e. As Company we give utmost importance to Safety, Quality and Environmental laws. In your area you will be responsible for observance/implementation of the same.

f. It will be your duty to intimate in writing to the management whenever there is any change of your residential address.

DECLARATION:

I, Dipali Santosh Vasane, have read and understood the above terms and conditions of the services and I will abide by the same.

Name:

Signature:

Date:

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Annexure "C"

List of documents to be carried at the time of joining :

Background Verification documents :

- Graduation and Post-Graduation Mark Sheet & Certificates in original together with a set of self - attested Xerox copies.
- Updated CV

Mandatory Documents:

- Aadhar Card
 - PAN Card
 - Scan Photograph (Please carry 2 Red background passport size photographs on the date of joining)
 - Cancelled Cheque for salary processing. (Salary account must be maintained with Axis bank, Kotak Bank, ICICI Bank, HDFC Bank or SBI)
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