10-Jun-2024

Dileep Visakhapatnam, AP - 530013

Sub: Letter of Employment

Dear Dileep,

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 **Executive - Hub & Line Haul Operations** at the Company's office located at **Hyderabad_Medchal_H (Telangana),Hyderabad, Telangana, India, (Field)**, on the terms and conditions set out hereinafter:

START DATE & COMPENSATION

Your effective date of joining shall be no later than **18-Jun-2024.**

As compensation for services to be rendered by you, you shall be paid an annual fixed salary of **Rs. 2,48,304**. Your cost to the company (CTC) shall be **Rs. 2,48,304 (Two Lakh Forty Eight Thousand Three Hundred And Four 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 **Hyderabad**. 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

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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 **Executive - Hub & Line Haul Operations** 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.

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- 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, honory 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

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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 **Hyderabad** 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.

"**Dileep**, 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 - Field HR

-- 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 <u>loe@delhivery.com</u> for a hard copy.

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ACKNOWLEDGEMENT: Dileep

Date:

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Appendix 1 Salary Break up

Dileep

Executive - Hub & Line Haul Operations

| SALARY COMPUTATION | | |
|----------------------|-----------|-----------|
| Components | Per Annum | Per Month |
| Basic | 1,38,840 | 11,570 |
| HRA | 69,420 | 5,785 |
| Bonus | 11,568 | 964 |
| Special Allowance | 4,044 | 337 |
| Gross | 2,23,872 | 18,656 |
| Deductions | I | |
| Employee PF | 17,148 | 1,429 |
| Employee ESI | 1,680 | 140 |
| PT | 2,400 | 200 |
| Total Deductions | 18,828 | 1,569 |
| Net Pay Before Tax | 2,05,044 | 17,087 |
| Company Contribution | | |
| Employer PF | 17,148 | 1,429 |
| Employer ESI | 7,284 | 607 |
| Sub Total | 24,432 | 2,036 |
| Cost to Company | 2,48,304 | 20,692 |
| Total CTC | 2,48,304 | |
| | | |

a. Annual Performance Incentive (if applicable) is payable as per the prevailing Company policy.

b. The Net Take Home is subject to opting the Flexi options at the time of joining.

c. Flexi pay may include Meal Coupons, Medical, Conveyance, LTA, Car Hiring and Vehicle Operating Exp.

d. 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

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