

Ref No. 1001/25351/858619

Date: 29 April 2022
PRADIP KUMAR
Village and post Lilasi kala
Renukoot
Uttar Pradesh - 231212

Dear PRADIP,

We have pleasure in offering you appointment in Mahindra & Mahindra Ltd. as PGET_Product Development_Mechanical .

This offer of Training is subject to your satisfying the following:

- a. Your written undertaking to join, not later than **08 August 2022**.
- b. Self- Medical Declaration Form, and
- c. Submission of all your necessary certificates and documents in respect of educational and professional qualifications, proof of age and project experience, as per the requirements of the Company.
- d. Subject to you passing your graduation without any backlogs before the date of joining.

This appointment will commence from the date on which you join the Company. A joining note to that effect will be issued to you.

The terms and conditions of employment shall be as under:

1. During the one year training you will receive emoluments/allowances as per the attached Annexure.
2. Performance pay will be paid as per company policy only after completion of one year of service as a confirmed employee.
3. The age of superannuation will be **60 years, 1st of April subsequent to you completing 60 years of age** (On the strength of the bio-data submitted by you, we have recorded your date of birth as **01 August 1996**).
4. With effect from the date of commencement of your training, you are required to become a member of the Mahindra & Mahindra Limited Staff Provident Fund.
5. You are liable to be placed for service at our discretion at any of the Company's establishments/departments/divisions anywhere in India as also the Associate Companies, JV's and subsidiary Companies of Mahindra & Mahindra Ltd.

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6. You will undergo training for a period of twelve months. However, this training period could be curtailed or extended at the discretion of the Company. Completion of twelve months of training does not entitle you or result in automatic confirmation, unless confirmed in writing.
7. Trainees will be entitled to 20 days Exigency Leave on pro-rata basis (inclusive of plant shutdown days which is applicable for Trainees at plant location.) Accumulated leave cannot be encashed or carried forward at the end of the training period.
8. Gratuity/Provident Fund/ Superannuation will be applicable as per the rules of the Company.
9.
 - a. The Company will be at liberty to terminate your services with 1 month notice or by paying you 1 month salary, including allowances, in lieu of notice. In the event the Company decides to pay you 1 month salary in lieu of notice, the Company will be at liberty to call upon you not to take up any alternate employment for the period of 1 month. The Company will also be at liberty to call upon you not to report for work, though you would be on the rolls of the Company for the said period and you would be paid your salary as per your contract, as if you were on duty.
 - b. In the event you choose to resign from the services of the Company, you will be required to serve for the period of notice of 1 month. The Company, however, will be at liberty to call upon you not to report for work or even take up any alternate employment during this period, which will be at the sole discretion of the Company. The Company will also be at liberty to pay you 1 month notice wages in lieu of notice. However, it will be impermissible for you to waive the shortfall in the notice period by buying the said shortfall period in lieu thereof.
10. You shall not be entitled to adjust your notice period against any leaves, if any, standing to you credit.
11. Further, on confirmation :
 - a. You will be entitled to Privilege Leave, as per the rules thereof;
 - b. Medical Benefits, for self and family will be applicable as per the rules of the Company.
 - c. The Company will be at liberty to terminate your services with three months' notice or by paying you three months' salary, including allowances, in lieu of notice. In the event the Company decides to pay you three months' salary in lieu of notice, the Company will be at liberty to call upon you not to take up any alternate employment for the period of three months. The Company will also be at liberty to call upon you not to report for work, though you would be on the rolls of the Company for the said period and you would be paid your salary as per your contract, as if you were on duty.
 - d. In the event you choose to resign from the services of the Company, you will be required to serve for the period of notice of three months. The Company, however, will be at liberty to call upon you not to report for work or even take up any alternate employment during this period, which will be at the sole discretion of the Company. The Company will also be at liberty to pay you three months' notice wages in lieu of notice. However, it will be impermissible for you to waive the shortfall in the notice period by buying the said shortfall period in lieu thereof.
 - e. You shall not be entitled to adjust your notice period against privilege leave, if any, standing to you credit.

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12. So long as you are in the employment of the Company., you will, at all times, observe secrecy and confidentiality and will not divulge, disclose or make known to any unauthorised person within or outside the Company, nor will you unauthorisedly use any knowledge or information in respect of manufacturing, technical trade or business data (including manufacturing processes, technical know-how, customer information, business plans and like matters) which are necessarily confidential and have come to your knowledge and possession.
13. You will also not remove any such information in any form whatsoever from the Company premises, nor copy or transmit the same unauthorisedly through any medium including social networking networks/ public sites, nor will you grant permission to assist, permit entry to, or in any manner co-operate with any unauthorised person for the purposes of accessing, obtaining, copying, transmitting or removing the above. Even after the cessation of your employment with the Company, you will not use, divulge, disclose or remove in any manner whatsoever confidential information of the type described above of which you were in possession whilst in service to the detriment of the Company.
14. You will also observe all the confidentiality measures which are in existence, or which may be enforced from time to time, as well as directions as to confidentiality marked on any communication, document, electronic data storage device etc. You shall indemnify and hold Company harmless and indemnified against any damage or loss caused to the Company on account of breach of confidentiality on your part. These confidentiality provisions shall survive the separation of your employment with the Company, either by way of retirement or termination or otherwise.
15. In addition to your fulfilling the requirements of secrecy and confidentiality, as specified herein, also during your employment with the Company, you shall not engage in any vocation, training, employment, consultancy, business, transaction, or any other activity, which is in conflict with the interests of the Company, in any capacity whatsoever either on your own or in association with any other individual/firm/institute/body corporate, etc., whether for any consideration or not.
16. You will devote your full attention exclusively to the duties entrusted to you from time to time by the Company and while in service of this Company you will not work for any person or Company in any capacity either for any consideration or otherwise, nor do any private business without obtaining prior permission of the Company in writing.
17. You will assign to the Company your entire right, title and interest in any Intellectual Property Rights (IPRs for short, which term would include patents, trade-marks, copyrights, designs, whether registered or not, and all improvements thereto) that you may make, solely or jointly with others, in the course of your employment with the Company relating to any or all systems, services and products manufactured or marketed or leased or developed. You will perform all necessary acts and execute such documents in such format as may be required by the Company, without expense to you, which in the judgment of the Company or its Attorneys may be necessary or desirable to secure to the Company full right title and interest in the IPRs.
18. The Company shall at all times have the right to access and monitor all e-mails created, sent / received or stored by you using Company facility and on Company's system at any time without giving you any prior notification. All such data and information shall be the property of the Company at all times.
19. You shall endeavor to uphold the good image of the Company and shall not by your conduct adversely affect the reputation of the Company and bring disrepute to the Company, in any manner whatsoever.

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20. You shall, on ceasing to be the employee of the Company, forthwith return all Company properties, movable and immovable, including, without limitation, all Company information, files, reports, memoranda, software, credit cards, door and file keys, computer access codes and such other property which you received or in possession or prepared in connection with your employment with the Company.
21. Any joining expenses reimbursed or any payment made to you while joining by the Company will be recovered in the event you leave the organization within two years of joining.
22. You will be subject to all rules, regulations and policies of the Company, which may be in force from time to time.
23. On successful completion of training you will be paid a onetime Special Pay amount of 100,000.00/-.

Please return the duplicate of this letter, duly signed in token of your acceptance by 10-May-2022 of the above mentioned terms and conditions of this employment.

We wish you a long and fruitful career with us.

With Regards,

**Yours Sincerely,
For Mahindra and Mahindra Limited**



**Samson Jose
Head - HR**

If the above conditions are not satisfied/fulfilled on or before **08 August 2022**, this letter of appointment will become null and void and will stand cancelled.

Accepted: _____

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ANNEXURE

NAME: PRADIP KUMAR	CTC: 1,000,000.00	BUSINESS: MRV Common Services
GRADE: PGET_Product Development_Mechanical		
	ANNUAL	MONTHLY
Basic	16,800.00	1,400.00
Ad-hoc Pay	408,516.00	34,043.00
PF Base	425,316.00	
PF	51,038.00	
Gratuity*	23,648.00	
Retirals	74,685.00	
HRA	255,190.00	21,266.00
Conveyance	19,200.00	1,600.00
Child Education Allowance	2,400.00	200.00
Supplementary Allowance	87,209.00	7,267.00
Total of Allowances**	363,999.00	
Bonus / Exgratra ###	36,000.00	3,000.00
Special Pay	100,000.00	
CTC	1,000,000.00	
GROSS PAY P.M.		68,776.00

The above amount (CTC) does not include reimbursements towards lunch subsidy, medical-domiciliary/hospitalisation and telephone (if any). These reimbursements will be as per Company's policy.

The Bonus shall be paid in 12 monthly instalments in advance along with the monthly salary. In case you are covered by the Payment of Bonus Act, 1965 these instalments will be treated as advance towards bonus payable under the Act. If bonus declared under the Act is higher than the aggregate of the monthly instalments paid to you during that accounting year, then the difference will be paid to you as per law.

*** Gratuity is considered @ 5.56% of PF base. However, actual amount payable will be as per Company's policy / Payment of Gratuity Act.**

**** Total Allowances are not in nature of wages and hence not reckoned for PF, Gratuity etc.**

ANY COMMITMENT MADE OTHER THAN THE ABOVE WILL BE VALID ONLY IF GIVEN IN WRITING BY THE UNDERSIGNED.

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