



100

EMPLOYMENT AGREEMENT

BY AND BETWEEN

Aman Kumar Maurya

And

Solairedirect India LLP

Dated : as of 04th March 2022

Solairedirect India LLP

LLPIN: 6881798

Registered office:

Office No. 202, Perdigoe P-2, Level-2, Wapreata City, Hedekar,

Pune 411015, Maharashtra, India

Tel: +91 (020) 6880 4790 Fax: +91 (020) 6880 4790

Email: india@india1@engie.com



2. Job Title

The Employee job title will be **Manager - O&M** reporting to **Senior Manager O&M** of the Company, or such other person that the Company shall specify from time to time.

3. Term and Mobility

- 3.1 This Agreement shall be for an indefinite term as from the Commencement Date on which the Employee reports for duty with the Company.
- 3.2 The Employee shall faithfully carry out the Employee's duties to the best of the Employee's abilities and shall serve and use best efforts to promote the interest and welfare of the Company and its affiliates and subsidiaries and shall devote the Employee's entire business time, efforts and abilities to the performance of the Employee's duties hereunder, both during normal business hours of the Company and during such additional hours as shall be reasonably necessary for the proper performance of such duties. The Employee shall not, without the express prior written consent of the Company, be, other than by way of passive investment only, directly or indirectly concerned or interested in any other trade, business or occupation during the period of employment with the Company.
- 3.3 Notwithstanding the principal location of the employment, the Employee agrees that (i) his assignment may involve frequent travel to other countries/cities than the Territory as may from time to time be reasonably required in the performance of the Employee's duties under the Agreement; and (ii) the location of performance of services is not an essential element of the Agreement and the Employee agrees to relocate after the first year of employment to other locations within the Engie Middle East, South & Central Asia and Turkey ("MESCAT") if the Company's operational requirements require him to relocate.

4. Remuneration

- 4.1 The Employee's initial CTC will be 1181000 /- INR per annum. Detailed CTC break up is attached with this Agreement as Annexure 1. The CTC breakup is not contractual and is subject to change at the discretion of the Company. The CTC will be reviewed annually in line with the policy of the Company. The first review will be in 2023. The CTC package is confidential information, and therefore, it is not to be discussed with others.
- 4.2 The Company shall, to the extent permitted by law, be entitled to deduct from the Employee's compensation all sums from time to time owed by the Employee to the Company or such other deductions which Company and the Employee have agreed to be made.

Solarindirect India LLP

LLPIN: AAH-7900

Registered office:

Office No. 201, Parkside P-2, Level-2, Sector-16, Gurgaon,

Haryana 122002, India

Tel: +91 (020) 8686 4700 Fax: +91 (020) 8686 4701

Email: care.india@engie.com

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5. Probation

The Employee will be placed on probation for a period of six months during which the Employee must demonstrate fitness for continued employment. The Company may terminate this Agreement at any time during this probationary period without notice.

The period of probation will be liable to such extension as the Company deems fit. The Employee appointment will be confirmed in writing only after satisfactory completion of the probation period.

6. Exclusivity of Employment:

While in employment with the Company, the Employee will not, under any circumstances, be permitted to work for any other company, firm or persons either part time or full time, nor be associated as Advisor or Director or Partner whether paid or not for such services, without prior written approval from the Company.

7. Retirement:

Unless the services of the Employee come to an end on account of resignation, termination or dismissal, the Employee will retire on completion of 65 years of age.

8. Confidentiality:

8.1 The Employee hereby acknowledges that, during the employment with the Company, the Employee will acquire knowledge with respect to certain information concerning the Company or its affiliates or the respective business or activities thereof, including, but not limited to, business methods and practices, financial information (including, but not limited to, information concerning pricing of products or services, business and business operations and methods) and/or technical information (including, but not limited to, design specifications, instructions and know-how) (collectively, the "Information"). Any and all Information shall be deemed proprietary to the Company and its affiliates and confidential, and the Employee shall not at any time directly or indirectly

8.1.1 Use any of the Information for the Employee's benefit or for the benefit of any individual, company, corporation, partnership, joint venture, firm, trust, association, state or governmental agency or department or other entity (each a "Person"); or

8.1.2 Disclose any of the Information to any Person except in the course of employment with the Company to the extent necessary to carry out the Employee's duties under the Agreement.

8.2 Any Confidential Information as shall be made or received by the Employee during the continuance of this Agreement shall be the property of the Company and all such property

Solatriedirect India LLP

LLPIN: AA15794

Registered office:

Office No: 208, Heritage P-2, Level-2, Muzarpada City, Indore

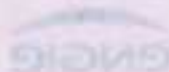
PIN-471013, Madhya Pradesh, India

Tel: +91 (022) 9550 4702 Fax: +91 (022) 9550 4702

Email: www.india@engie.com

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and copies thereof shall be surrendered by the Employee to the Company at the termination or expiry of this Agreement or at the request of the Company at any time during the course of the employment.

- 8.3 The Employee shall, both during and up to two years following termination or expiry of this Agreement keep the Confidential Information secret and confidential and shall not, without the prior written consent of the Company, disclose or reveal directly or indirectly the Confidential Information or any part thereof to any person other than those of the officers and employees of the Company to whom it is necessary to reveal the Confidential Information for the purposes of the Company's business.
- 8.4 Upon termination of the Employee's employment with the Company for any reason, the Employee shall immediately deliver to the Company all records, notes, data, memoranda or any other materials of any nature that are in the possession, or under the control, of the Employee that are the property of the Company or its affiliates or subsidiaries or that relate to the business or activities of the Company or its affiliates or subsidiaries.
- 8.5 The Employee must, if requested by the Company, delete all the Confidential Information from any re-usable material and destroy all other documents and tangible items which contain or refer to any Confidential Information and which are in his possession or under his control.
- 8.6 Breach of security and confidentiality requirements are treated very seriously by the Company and any breach is likely to be treated as gross misconduct and may result in termination of this Agreement.

9. Inventions and Copyright

- 9.1 Subject to applicable law, the Employee shall assign to the Company his interest in improvements, inventions, processes, systems and designs which the Employee and others may make during the continuance of this Agreement pertaining to the operations or business.
- 9.2 The Employee shall promptly disclose to the Company all copyright works or designs originated, conceived, written or made by him alone or with others (except only those works originated, conceived, written or made by him outside the normal working hours which are wholly unconnected with his appointment) and the Employee shall hold them in trust for the Company until such rights shall be fully and absolutely vested in the Company.
- 9.3 The Employee hereby assigns to the Company by way of future assignment all copyright, design right and other proprietary rights (if any) for the full terms thereof throughout the World in respect of all copyright works and designs originated, conceived, written or made by him (except only those works or designs originated, conceived, written or made by him outside the normal working hours which are wholly unconnected with his appointment) during the period of the Employee appointment by the Company. The Employee shall, at the request and expense of the Company, do all things necessary or desirable to substantiate the rights of the Company.

Solaredirect India LLP

LLPIN: AAK7960

Registered office:

Office No. 203, Parkgate P-5, Level-2, Magarpada City, Mumbai

Pincode 411013 Maharashtra, India

Tel: +91 (22) 5885 4700 Fax: +91 (22) 5885 4751

Email: solarindia@engie.com

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10. Use of Personal Data

- 10.1 The Company holds a variety of information on customers, employees and others.
- 10.2 The data held about the Employee by the Company may include but is not limited to that recorded on: Email systems; security records, personnel records/systems.
- 10.3 This data is used in connection with the employment, termination of employment and post-employment issues including but not limited to:
- 10.3.1 The Company's management of and relationship with the Employee, as an employee.
- 10.3.2 The provision of benefits through the Company's providers.
- 10.4 It may thus entail disclosure or transfer of personal data relating to the Employee or to third parties and to associated companies within the ENGIE Group and the transfer of such data to other countries.
- 10.5 The Company also likes to publish the details of this Agreement in an in-house directory to support ease of communication.
- 10.6 Please indicate any changes to personal details to HR whenever they occur to ensure you receive timely and appropriate communication, specifically your pay information.

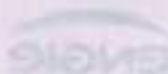
11. Ethics and discipline

- 11.1 The Employee is required to observe and abide by the ENGIE ethical principles incorporated into the ENGIE's Ethics Charter Package and the regulations, policies and procedures set by the Company.
- 11.2 The Employee shall comply with the applicable laws and regulations connected with the Company's activities and shall act responsibly, with integrity and respect for others.
- 11.3 The Employee hereby acknowledges that prior to the executing the Employment Contract, he has received a copy of the policy for the prevention of conflicts of interests and has familiarized herself with it.
- 11.4 The Employee hereby acknowledges that failure to comply with these policies and procedures may result in disciplinary action including termination of Employment Contract.

12. Health, Safety and Environment (HSE)

- The Employee shall ensure that he is committed to his own health and safety and that of others. The Employee will be committed to protect the integrity of people and property; encourage quality of life at the workplace; improve health and safety by participating in training programs and training his team. The Employee will be responsible for complying with the Company's QHSE Management System.

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13. Payment of Salary

The Employee salary will generally be paid before the last day of each calendar month through transfer to his bank account.

14. Medi-claim / Hospitalization

The Employee will be provided to the extent (i) not otherwise covered by a different health insurance policy, a health plan for the Employee, spouse, and dependent children, in accordance with the terms of the Employment and according to the Company Policy.

15. Life Insurance

The Employee will be provided with a life insurance plan.

16. Leave Entitlement

Except as otherwise required by the applicable law, the Employee leave entitlement are as follows-

- 16.1 The Employee will be entitled to eighteen (18) days of annual privilege (in addition to general office and/or public and National Holidays) leave each calendar year or a pro-rata proportion thereof in respect of any period less than one year.
- 16.2 The Employee will be entitled to seven (7) days of sick leave and eight (8) days of casual leave in each calendar year.
- 16.3 The Company's holiday year runs from 01st January to 31st December each year.

17. Public and National Holidays

The Employee is entitled to all public holidays and National holidays applicable in India (in which your normal place of work is situated) in addition to the Company holiday entitlement. The Company reserves the right to require the Employee to work on a public holiday.

18. Discretionary Variable Pay Program

The Employee will be eligible to participate in the Esgratia (the "Variable Pay Program") payment policy of the Company as decided by the Management, provided the Employee has completed six months of service with the Company. In case the Employee's employment is terminated for any reasons whatsoever before the end of a calendar year, the payment of a pro-rated bonus to the Employee in respect of the Company's Variable Pay Program shall be at the sole discretion of the Company. The variable pay range applicable will be 0 - 9.5% -

Solaredirect India LLP

LLPIN: AAN-7928

Registered office:

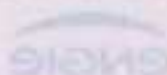
Office No. 399, Perlagar P-3, Level-2, Maripatla Ch, Hyderabad.

Pin- 511013, Maharashtra, India

Tel: +91 (22) 9588 4700 Fax: +91 (22) 6556 4750

Email: india@engie.com

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19% of the Basic salary with the target being 9.5% of the Basic salary. Please note the variable pay is based on both personal and financial objectives and the split will be governed by the Company's policy.

19. Provident Fund

The Employee will be eligible to join the Employees' Provident Funds as per the Employees' Provident Fund and Miscellaneous Provisions Act, India from the date of his joining. The Company will deduct the Employee's contribution from their Basic Salary.

20. Voluntary Flexible CTC Components

The Company offers several flexible benefits, and the Employee can choose these based on their personal circumstances. Balance from the Special Allowance is apportioned to the selected Flexible CTC components select. The CTC will be structured to take into account the Employee choice. The company shall have the right to amend the below table i) in the event of any change in law/regulation or finance budget; ii) upon the discretion of the management of the company or any change in the HR policy of the Company. The table below describe the flexible benefits available to the Employees:

Voluntary Flexible CTC Components	Max. Annual Exemption (INR) - As per Income Tax Act	Payment Method	Forms to be Submitted	Comments
1. Child Education Allowance	Up to 2,400/-	Paid as a Monthly allowance, tax free	Employee to provide yearly self-declaration.	Up to INR 100 per month per child up to a maximum of two children is exempt in accordance with the Income Tax Act.
2. Meal Vouchers	Up to 13,200/-	Paid Monthly to a vendor.	Employee to provide yearly self-declaration. KYC to be submitted	The meal voucher can be used for food & non-alcoholic beverages at different merchants as indicated by the vendor.

Solaredirect India LLP

LLPIN: AAH-7908

Registered office:

Office No. 202, Parklane P-3, Level-2, MG Road, Hyderabad.

Plot 4/10/0, Madhavaram, India.

Tel: +91 (020) 8800 4700 Fax: +91 (020) 6606 4700

Email: india-india@engie.com

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3. Leave Travel Allowance (LTA)	Exempt on actuals up to the eligible limit	Reimbursement claim basis	Yes	The LTA amount is 8.33% of Annual Basic salary subject to a limit of INR 1,50,000 (whichever is lesser).
4. National Pension Scheme (NPS)	Employee's contribution - Eligible for tax deduction up to 10% of Basic Salary.	Monthly deductions like PF	Yes	The tax deduction of up to 10% of Basic Salary is subject to Chapter VI-A 80C and other deductions of the Income Tax Act. NPS is an EET Scheme which means exempt at the time of investment, exempt at the time of appreciation and Taxable at the time of withdrawal.
5. Fuel Reimbursement	Up to 21,600 or Up to 28,800	Reimbursement claim basis	Yes	Up to 21600 (For employee's car with engine capacity less than or equal to 1600 cc) Up to 28800 ((For employee's car with engine capacity more than 1600 cc)
6. Driver Salary	Up to 10,800	Reimbursement claim basis	Yes	Upto INR 900 per month towards driver salary.

21. Taxes

The Employee shall bear the Income Tax Liability imposed on his remuneration and personal income, and Wealth Tax if any arising from the Employee personal wealth. The Company will deduct every month an appropriate amount towards tax and deposit the same with the Government in accordance with the prevalent tax laws. Certificate for such tax deduction shall be issued at the end financial year.

Solar Direct India LLP

LLPIN: AAN-798E

Registered office:

Office No: 283, Pentagon P-5, Level-2, Wapda Office City, Hyderabad.

Pin: 500015, Maharashtra, India

Tel: +91 8220 8000 4700 Fax: +91 8220 8000 4700

Email: solar-india@engie.com

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22. Termination Notice

- 22.1 The Employee may terminate his employment at any time by giving to the Company **three months'** notice in writing of such termination, or salary payment in lieu thereof.
- 22.2 The Company may terminate the employment at any time by giving the Employee **three months'** notice in writing of such termination, or salary payment in lieu thereof.
- 22.3 Nothing in this Agreement will prevent the Company from terminating the services of the Employee without notice in exceptional circumstances. (See Disciplinary Policy available from the HR department of the Company.)
- 22.4 Notwithstanding anything herein, the employment may be terminated by the Company with immediate effect and without any notice or any payment in lieu of notice, if the Employee:
 - 22.4.1 is guilty of serious or willful misconduct.
 - 22.4.2 is guilty of any neglect or default which shall have the direct or indirect effect of causing any damage or discredit to the Company or its business; and/or
 - 22.4.3 Commit a breach of any material term of this Agreement.

23. Disciplinary and Grievance Procedures

Details regarding the Company's grievance, disciplinary and capability procedures including are available from the Human Resources department of the Company.

24. Changes to Your Terms of Employment

- 24.1 The Company reserves the right to make reasonable changes to any of the terms and conditions of this Agreement and will notify the Employee in writing of such changes at the earliest opportunity and, in any event, within one month after such changes have taken effect.
- 24.2 Such changes will be deemed to be accepted unless the Employee notifies the Company of any objection in writing before the expiry of the notice period.
- 24.3 All prior agreements or arrangements (written or oral, express or implied) between the Employee and the Company relating to or arising from this employment are superseded by these terms and conditions.

25. Non-Competition; Non-Solicitation

Except with the express prior written consent of the Company, the Employee shall not during the term of the Agreement, and for a period of 12 months after the expiration or termination of the Agreement for any reason, on the Employee's own account or jointly with or as agent for any other Person, directly or indirectly, whether as owner, partner, shareholder, director, employee, consultant, distributor, commercial agent or other agent, representative, sponsor or otherwise

Solarredirect India LLP

LLPIN: AAN-7908

Registered office:

Office No. 202, Heritage P-2, Level 2, Wapardea City, Malabar,

Plot 41/013, Maharashtra, India

Tel: +91 (022) 8050 4700 Fax: +91 (022) 6006 4702

Email: solar.india@engie.com

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- 25.1 carry on or be engaged, concerned or interested in the carrying on, within India of any business or employment which shall compete with the business of the Company or any of its affiliates or subsidiaries and in respect of which the Employee has performed services during the period of six (6) months prior to the expiration or termination of the Employee's employment.
- 25.2 canvass, solicit or approach any individual, company, corporation, partnership, joint venture, firm, trust, association, state or governmental agency or department or other entity who at the date of the expiration or termination of the Employee's employment or within six (6) months prior to that date is or was a client, customer or supplier of the Company for the purpose of or with the result that the Company's opportunity to work with such client, customer or supplier will be restricted or more onerous or expensive, or
- 25.3 hire, offer to hire, solicit, entice or in any other manner persuade or attempt to persuade away from the Company or any of its affiliates any director, employee, consultant, distributor, commercial agent or other agent, representative or sponsor of any thereof.

26. Counterpart

This Agreement shall be executed in two counterparts, each of which shall be identified as, and each of which shall be deemed to be an original, and which together, or individually, as the case may be, shall constitute the one and the same Agreement.

27. Severability

In the event that any provision hereof shall be held to be invalid or unenforceable due to any reason whatsoever, the said provision shall be modified to the extent necessary, and in any event, such invalidity or unenforceability shall have no effect upon the remaining provisions or terms and conditions hereof.

28. Handing over charge of Company's property on Separation

- 28.1 Upon separation from the Company, the Employee is required to return all the properties of the Company in his possession if any, and documents which he may have facilitated or communicated with others.
- 28.2 In the event of failure to return to the Company any of its property/ assets, the Employee would be deemed to have committed the offence of criminal breach of trust and the Company shall be free to proceed against you in an appropriate forum, besides claiming damages for withholding Company property/ assets.

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29. Verification / Documentation

If at any time it is found that the Employee had at the time of appointment given false information regarding his name, age, parentage, qualification, previous experience, permanent address, state of health or any other personal information, knowing it to be false, or had knowingly suppressed any such information, his services will be terminated without any prior notice. Such situations may be treated as separation on account of misconduct and appropriate policy may apply.

30. Notices

- 30.1 Any amendment, notice, or other communication under this Agreement shall be sent by personal delivery or courier or telex/facsimile or by registered mail to the Parties at their respective addresses set forth below (or at such other address as a Party may previously have notified the other Party in accordance with this Clause.

To the Company:

Solairdirect India LLP

Office No. 203, Pentagon P-3,

Magarpatta City, Hadapsar, Pune - 411013 INDIA

To the Employee:

Aman Kumar Maurya

58, Tatan, Deokali, Tarawan Ghazipur UP - 233306 INDIA

Mobile: 9795353196

- 30.2 All notices and other communications required or permitted under this Agreement will (a) if delivered personally or by overnight courier, be deemed given upon delivery or when delivery is refused, (b) if delivered by telex/facsimile, be deemed given when electronically confirmed, and (c) if sent by registered or certified mail, be deemed given when received.

31. Waiver

The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or the waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. Any waiver must be in writing and signed by the Party sought to be bound.

Solairdirect India LLP

LLP No. AAJL-7909

Registered office:

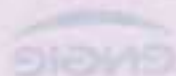
Office No. 203, Pentagon P-3, Level-3, Magarpatta City, Hadapsar,

Pune 411013, Maharashtra, India

Tel: +91 (200) 6920 4700 Fax: +91 (200) 6998 4710

Email: solair-india@solair.com

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32. Disputes arising out of your employment

Irrespective of the place of joining the employment of the Company or posting, only courts in Delhi shall have the jurisdiction to adjudicate disputes arising out of the employment with the Company.

33. Other terms

- 33.1 The Employee shall be subject to the rules and regulations of the Company in force from time to time.
- 33.2 If the terms and conditions mentioned above are acceptable to the Employee in its entirety, you are requested to return the duplicate copy of this Agreement duly signed by you.
- 33.3 By signing this Agreement, the Employee hereby agrees that he is aware of all the terms of the Company Policies and Procedures, which may be modified at the discretion of the Management. Such changes will be announced as and when they occur. We are pleased to welcome you to ENGIE family.

With Regards

Designated by

Amit Jain

Authorized Signatory

Designated by

Mayuram Bhattacharyya

Authorized Signatory

I hereby acknowledge and agree to the terms and conditions of my employment as outlined herein above.

Signature

Name **Aman Kumar Maurya**

Date **11/03/22**

Solairdirect India LLP

LLPIN: AAH2900

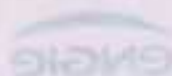
Registered office

Office No. 202, Pentagon P-5, Level-2, Magarpatta City, Indapur,

Pune 411012, Maharashtra, India

Tel: +91 (22) 6096 4700 Fax: +91 (22) 9565 4700

Email: india@engie.com

64th March 2022

Annexure-I

Name: Aman Kumar Maurya

Designation: Manager - O&M

Particulars	Per Month	Per Annum
Basic salary	44288	531450
House Rent Allowance	17715	212580
Special Pay **	28969	347633
Total Gross Salary - A	90972	1091663
Employer Contribution of Provident Fund	5315	63774
Gratuity 4.808% on Basic Salary	2130	25563
Statutory Benefits - B	7445	89337
Total Fixed CTC - A+B	98417	1181000
Target Bonus - C *		50488
Total CTC (A+B+C+D)		1231488

*The Bonus calculation and pay-out depends on the company policy.

** Voluntary Flexible CTC Components as per clause 20 are part of the above-mentioned special allowance will continue at their current numerical value.

Aman Kumar Maurya
11/3/22

Sotafredirect India LLP

LLPIN: AAN-7980

Registered Office:

Office No. 203, Parkgate P-3, Level-3, Magistrate City, Haridwar,

Punjab 171001, Maharashtra, India

Tel: +91 (020) 6688 4700 Fax: +91 (020) 6688 4750

Email: india.india@engie.com

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