

Appointment Letter

Registered office B 260, Greater
Kailash - I, New Delhi – 110048

Corporate Identity Number
U34300DL2006PTC146790

FEV India Pvt. Ltd., Pune

Board of Directors:
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October 9, 2024

To,

Nishant Thakur

Oneness society flat B 601, Wakad

Wakad,Pune-411057

Maharashtra

Dear Nishant,

We are pleased to appoint you for the role of **Manager (Level 13)** with annual salary package of INR **2600000/-** (Twenty Six Lakhs Only) in **IN-BM-Motor, Hybrid & Fuel Cell Powertrains** department and you will be responsible for **Calibration**. You will report to your designated manager.

Following are the specific term and conditions of appointment letter. Please read these important details carefully, including your compensation and benefits.

Acceptance and commencement

Your appointment will be effective from the date of joining which shall be as soon as possible but not later than **October 14, 2024** failing which this appointment will stand automatically cancelled.

To confirm your acceptance to this appointment letter, you are required to:-

- Communicate acceptance of the appointment letter on email and confirm your date of joining.
- Report to **Technical Center, A-21, Talegaon MIDC, Pune – 410508** at 10:30 am.
- In case if you are preponing or postponing your date of joining, please intimate through mail to your HRBP a week before.

Mandatory Documents for Joining:

On your joining date, please bring the photocopies of the following mandatory documents:

- Education degree certificates and all year mark sheets for the highest degree attained.
- Relieving letter / Service certificate from your two most recent employers.
- Proof of identity (Compulsory): Passport, Aadhar card and PAN card
- If you do not have PAN card, then kindly apply for one immediately and bring the acknowledgement on the day of your onboarding.
- If you even changed your name at any point of time, and for any reason whatsoever, please bring supporting documents for the same.
- Latest 1 passport size photograph (Formal attire).
- Proof of salary any one document: Salary Slip, Certificate of Salary, Latest Increment letter, copy of appointment letter.
- Bank account details (copy of cancelled cheque)

Please note that all above documents are mandatory, and you will not be allowed to join without them.

Employee Buddy



The employee buddy is designed to assist new joiners with their initial transition into FEV India. As a part of the program, during your joining you will receive information about your buddy who will meet you on your date of joining.

Resignation Documentation

You must submit a copy of acceptance of resignation letter from your current employer on or before **October 10, 2024**

Work Location and Transferability

Your work location will be **Technical Center, A-21, Talegaon MIDC, Pune – 410508**. However, you shall be subject to transfer from one job to another or from one department to another or to other offices/subsidiaries/associate companies of the company, to work at any place worldwide either in existence or which may come into existence at the time of transfer.

Medical Fitness and Background Checks

Your appointment is subject to you getting declared medically fit by the registered medical practitioner before your date of joining. Your appointment is contingent upon satisfactory reference & background checks including verification of your education, certification and employment history. Your employment is also contingent upon your ability to work for the company without restriction (i.e., you do not have any non-compete obligations or other restrictive clauses with any previous employer). If any information is withheld or found to be incorrect, your appointment will be cancelled, and the company can terminate your employment with immediate effect without any notice pay.

Compensation and Benefits:

Detailed information about your CTC and benefits is attached as annexure - **Compensation Structure**.

Working Hours:

Your standard working hours will be 9 hours.

Probation Period:

- All employees will be on probation for 6 months from their joining date.
- A feedback meeting will take place after completion of six months.
- Upon satisfactory completion of the probation period, your employment will be confirmed and a confirmation letter will be issued to you.
- The probation period can be extended by not more than 3 months.
- During probation, either side can terminate the employment with 90 days notice.

Notice period:

The employment contract can be terminated from either party with 90 days notice except in case of physical or mental incapacity, insubordination or dishonesty or unauthorized absence or any other misconduct in which case, your services may be terminated by the company without any notice. Employee can resign from the company by giving 90 days written notice in advance.

Further, you shall not be entitled to adjust your notice period against any balance leaves (PL,SL etc).

Additionally, any joining expenses i.e. Joining bonus, relocation expenses, notice pay buyout, visa/work permit any other expenses paid, will be recovered by the company if you leave before two years of your joining.

You will be a whole-time employee of the company and shall not engage yourself directly or indirectly, in any other work either paid or in the honorary capacity outside. The right to waive off the notice period



is with the Business Unit head & HR head. Their decision will be based on a thorough review of various factors, including business needs and other relevant considerations.

Exit Clause

In the event of your resignation, the Company reserves the right to release you prior to the notice period of 90 days, after taking into consideration business needs and work exigencies and the Company will not be liable to make any payment to you for the remaining notice period.

Also, in case your services are terminated by the Company for any reason whatsoever including termination due to breach of the existing policies or for any kind of misconduct, then the Company may take the decision of releasing you with immediate effect and will not be liable to pay the notice payment for the full or remaining notice period.

In case of early relieving employee will have to pay gross salary for the shortfall of notice period.

In case you remain absent from services (more than 5 working days) without prior intimation, the Company reserves the right to take appropriate action, thereby marking you as 'Absconded' and the Company will not be liable to pay the notice payment for the full or remaining notice period.

For a period of one (1) year following your separation from the Company, you shall not directly or indirectly hire, solicit, or encourage to leave the Company's employment, any employee, contractor or consultant of the Company or hire any such employee, contractor or consultant of Company who has left the Company's employment or contractual engagement, within one year of such employment or engagement. You shall not directly or indirectly solicit or attempt to solicit the customers of the Company for a period of two (2) years from the date of your separation from the Company. You covenant and agree that as long as you are employed by the Company and for a period of one (1) year following your separation from the Company, you will not directly or indirectly engage or enter into the employment of the customers or consultants of the Company, with whom you have been associated with, while in the employment of the Company.

It will be your responsibility as an employee to keep yourself abreast of all updated policies and adhere to the same.

During your employment period, you may undergo any special training based on the business requirement. However, you will sign the service agreement wherein, you will bear the liquidity damages.

Confidentiality:

You also understand and agree that the business of FEV India Pvt. Ltd and its parent company is unique and specialized and that, in connection with your employment with the company, you will receive or have access to confidential information both Techno/ Commercial and you agree that at all times from and after the date of this appointment, you will keep secret all such confidential information and will not, except as required by the law or as an employee of the company, directly or indirectly, or individually or collectively, "Use" or "Disclose" the same to any person or entity without first obtaining written consent of the company. At any time, the company may so, request you to handover to the company all books, notes, memoranda, manuals, notebooks, tables, drawings, calculations, records, and other documents made, compiled by, or delivered to you containing or concerning any confidential information including copies thereof in your possession, it being agreed that the same and all information contained therein are at all times the exclusive property of the company. On cessation of employment from the company either by way of resignation, termination, you shall not use either for personal use or for any other party, any discoveries, improvements, developments, and inventions made during the employment. If the organization came to know that you have disclosed information, you are liable for legal proceedings and company has the right to recover damages.

The company shall always 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 the time.

Information pertaining to company operations and intellectual property is confidential and you will sign a non-disclosure agreement. If you are bound by a confidentiality agreement with a previous employer, you must notify the company and indemnify the company against any breach thereof.

Intellectual Property Ownership:

You hereby assign upon creation and with immediate effect to the company all rights, including, without limitation, copyrights, inventions, designs, trade secret rights, and other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, works of authorship, confidential information or trade secrets (i) created by you during the course of performing work for or on behalf of the company or any affiliate of the company, (ii) created by you during your employment by the company that relate to the business of the company or any affiliate of the company, (iii) created by you through the use of any of the equipment, facilities, supplies, trade secrets or time of the company or any affiliate of the company, or that result from any work you performs for the company or any affiliate of the company (collectively, the "Work Product"). If, notwithstanding the foregoing, you for any reason retains any right, title or interest in or relating to any Work Product, you agree promptly to assign in writing and without any requirement of further consideration, all such right, title, and interest to the company. You hereby waive any moral rights which you may have in the Work Product. Upon request of the company at any time during or after the employment period, you will take such further actions, including execution and delivery of instruments of conveyance, as may be appropriate to evidence, perfect, record or otherwise give full and proper effect to any assignments of rights under this agreement. You acknowledge that the employment and the remuneration paid by the company to you is an adequate consideration to be bound by the terms and conditions of this agreement.

Deed of assignment- In the course of your employment with FEV India Ltd., you agree to assign and transfer to the company all your rights, title, and interest in any inventions or intellectual property related to your work for the company as per the Deed of assignment executed between you & employer.

Leaves and Benefits: You are entitled for leaves as per company leave policy. You will be eligible for provident fund, gratuity, group term life insurance, medical benefits, group personal accident coverage, and relocation assistance as per the company's rules & policy.

Performance Pay:

You will be eligible for performance pay based on your performance evaluation from January to December each year. Performance pay will be disbursed annually in April for the preceding financial year. If you join during the year, your performance pay will be calculated on a pro-rata basis. Upon resignation, your performance pay will be calculated on pro-rata, based on the relieving date, subject to approval by your reporting manager, department manager and HR. You will not be eligible for performance pay in case of termination due to low performance, integrity issues, non-compliance, or severe breaches of duty.

Annual Increment Eligibility:

All employees on the payroll as of 31st December are eligible for increment, effective from April. Employees joining between 1st April and 31st December will receive increment on pro rata basis. Increment will be reflected in your **May** month salary.



Training and Development

The company provides technical and behavioral training to employees on a regular basis. The HR department releases a training calendar periodically. Employees can nominate themselves for these training sessions, or their managers can nominate them.

Retirement:

Employees will retire from the company upon reaching the age of 58 years or as per rules pertaining to retirement from service applicable at the time of your retirement.

Group personal accident policy

The Group personal accident policy is applicable for all employees of FEV India. It covers permanent total disability, permanent partial disability, and dismemberment due to any accident. Coverage applies worldwide 24 hours a day. You can refer detail policy for more information and benefits.

Group medical insurance policy

The Group medical insurance policy is applicable for all employees of FEV India. which covers employee, spouse and up to 2 kids. You need to enroll your immediate family within 30 days of joining. You can refer detail policy for more information and benefits. Any mid-term children & spouse addition should happen within 30 days of event occurrence (birth date / marriage date).

Group Term Life Insurance policy

The Group Term Life Insurance policy is applicable for all employees of FEV India. The group term policy aims to offer financial protection to the nominee or the beneficiary in case of the death of the covered individual during the policy term. Sum insured in this policy will be two (2) times of annual CTC of employee. Employees should enroll themselves within 30 days of joining.

General information

Upon your resignation / retirement from the company or termination of your services, you are required to return all assets and property of the company such as IT assets, documents, machines, data, files, and books etc. (including but not limited to leased properties).

You may be required to work in various shifts (defined in the company policies i.e., General shift, first shift, second shift, third shift) based on work / project requirement.

You are not allowed to make proposals, offer discounts, or sign any agreement or make commitments on behalf of the company without written consent of a Department Manager / Director of the company.

You will at all times obey the lawful orders of your superiors in the company and will not divulge or communicate to any person or persons, natural or juristic, any information "whether of technical, commercial or general nature" about the affairs of the company or of their Management.

Your services will be governed by the policies, rules and regulations or standing orders or office orders of the company, which may be in force at the time of your joining or enforced or amended from time to time during your service with the company.

During your outstation business trips you will be paid TA/DA according to travel policy. During your postings abroad you will be paid your Indian salary + Daily allowance as per company policy.

Your appointment and continuation in the employment will always be subject to your remaining physically and mentally fit and alert. The management / The company may send you for medical check-up or examination to any Doctor/ Registered medical practitioner at any time during employment. The decision of the management in this behalf shall be final and binding upon you.

Your individual remuneration is strictly between yourself and the company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merits. This information and any changes made therein should be treated as personal and confidential.

It is your responsibility to notify the company of any changes in your personal information within 3 working days. All notices shall be considered duly and properly delivered to the address on file with the company.

The impact of today's technology and pace of change is tremendous. We hope you are as excited as we are to play a part in that revolution. At FEV India, we are changing the world every day and we will be delighted to have you as part of our team. To confirm your acceptance of this service contract on the terms and conditions specified herein, please sign in the space specified below and return the signed copy to us.

We welcome you in FEV India Pvt. Ltd. and would like to state that we are expecting a fruitful long-term association. We can assure you of an adequate growth and opportunities within our company.

Yours Faithfully

For FEV India Pvt. Ltd.,



Anu Sethi
Director - HR & Admin



Chetan Joshi
Board of Director

Acceptance of appointment terms and conditions:

I agree that I have read, understand, and accept employment with FEV India under the terms and conditions stated above.

Date :

Location:

Nishant Thakur