

To,

Ms. Pratiksha Aru
Aurangabad
Maharashtra

Subject : Letter of Appointment (Confirmation)

Aurangabad, 15th December 2023

Mangesh Rishipathak
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MAN Energy Solutions India Private Limited
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Dear Ms. Pratiksha Aru,

With reference to our Letter of Appointment dated **15-12-2022** & successful completion of one year training period, we have pleasure to confirm your services with effect from **15-12-2023** on the following terms & conditions stipulated herein:

1. Employment Details :

- | | |
|------------------------|-----------------------------|
| a. Date of Appointment | : 15-12-2022 |
| b. Designation | : Software Developer |
| d. Employee Code | : 3197 |

2. Compensation & Benefits:

The details of your revised compensation structure w.e.f. **1st January 2024** is provided in enclosed "Annexure 1".

Your salary, increment and emoluments are confidential and you will not disclose these to any Person, Firm or Company during the continuance of your employment.

Retiral Benefits:

Retiral benefits like Provident Fund, Gratuity will be governed by statutory guideline as per provisions of law.

Insurance:

You shall be covered under the Group Mediciam Policy & Personal Accident policy applicable as per company guidelines from time to time.

3. Cessation of employment :

Upon confirmation the employment relationship may be ceased by either side by giving three months' notice or payment in lieu thereof. Request of an employee for early release will be solely at the discretion of the management and the shortfall in notice period shall be recovered from the salary (Basic pay). No accumulated leave will be permitted to be adjusted against the notice period.

4. Place of Work:

Your location of work at the time of joining will be in our **Aurangabad** office/works.

However, you may be transferred/deputed to any of the departments, location, group companies, sister concerns, associate companies and/or other units/establishments of the Company within India or abroad for a short term / long term duration as and when required by the Management depending upon exigencies of business.

5. Working Hours :

The working hours will be normally 48 hours during the week (Monday to Saturday) with Sunday as a regular weekly off day. However, the working hours will be adapted to the exigencies of work depending upon business needs at respective locations / business units / different functions. The working hours and weekly off are subject to adjustments considering the business requirements without forming precedence. The decision of management in this regard will be final and binding.

You will be governed by the working hours prevailing in the establishment in which you work. You will be notified of your actual duty timings from time to time. You may also be required to work in shifts as and when considered necessary by the Company.

6. Annual Leave:

You will be entitled for 30 days of Annual Leave for a Calendar Year (January to December). The leave management will be governed by the prevailing Leave Policy of the company. Any amendment in the policy from time to time, as the case may be, will be mandatorily binding on you.

7. Service Conditions:

You shall serve the company diligently, faithfully and to the best of your skill and ability. You shall perform the duties entrusted to you with high standard of initiative, efficiency and economy. You shall at no time refuse to do any work/activities as allotted to you by your supervisors. You shall endeavor to increase your knowledge and skill through execution of jobs assigned to you from time to time.

You will be governed by Rules & Regulations and Service conditions applicable to the employees working in the establishment of the company in which you will be working. The Company, however, reserves the right to add,

alter and amend the said service conditions as may be considered necessary from time to time. All such changes made by the Company shall be binding on you and will form a part of this Appointment Letter.

8. Background Verification:

Your appointment is conditional upon satisfactory reference and background checks (education, employment history and other details furnished by you in your application). It is also contingent upon your ability to work for the Company without restriction (e.g. non-compete obligations or other restrictive clauses with any previous employer). In case any information given by you is found false or incorrect at any point in time of your employment, the appointment will be deemed to be null & void and shall be liable for termination without any notice or compensation in lieu of notice.

9. Overseas Training Agreement:

You shall hold yourself in readiness for any Technical training / Knowledge transfer at any place or places whenever required.

As the company will be spending substantial amount of time & money on your Technical training / Knowledge transfer for upgradation of your skills & knowledge, you may be required to sign an agreement with the company and execute a bond on such terms as the company may deem appropriate. This agreement/bond will consist, inter alia, of issues like a) your commitment to complete the training/project b) serving the company for a stipulate period on your returning to India after completion of the training/project.

10. Travel Guidelines:

Your business travel shall be governed by the policy in force from time to time. For the purpose of domestic business travel you will fall in **Category- 5b**. All the allowances/eligibility mentioned in the Locally Applicable Instructions (LAI) shall be according to the said category.

11. Age of Retirement:

The age of Superannuation / Retirement from the Company's services will be 60 years. Accordingly you will automatically retire from the services of the company on attaining age of Superannuation i.e. 60 years.

The date of birth as declared at the time appointment duly verified from documentary proof thereof will be the basis of computing the date of retirement.

12. Integrity and Compliance :

The employment contract is subject to the statutory and company regulations and guidelines, in particular the Code of Conduct in its latest applicable version.

Currently the valid version is available under <https://www.man-es.com/compliance>.

The valid guidelines and works agreements are published on the Intranet.

13. Confidentiality & Non-Disclosure Undertaking:

You have received a copy of the “**Confidentiality & Non-Disclosure Undertaking**” of the company, which shall apply to you. The Confidentiality & Non-Disclosure Undertaking signed by you shall form a part of this Appointment letter and you shall be required to abide by it strictly.

You will treat as confidential the affairs/information of the Company and will not divulge to any person, firm or Company any information that you may come across during the tenure of your service with the Company. At no time, will you remove any Confidential Information from the office without permission. In consideration to the remuneration / payment / other benefits made under this Contract, all your posts or any material created or any work in any media, including but not limited to on social networking, micro blogging, video publishing, other social platforms, mobile platforms, internet websites or any other blog, or discussion forums, or newsgroups or mailing lists, through any means or under any name, directly or indirectly, all intellectual property rights in such material or work, shall vest solely with the Company in perpetuity.

Breach of the conditions of this clause will render you liable to dismissal under clause above in addition to any other remedy the Company may have against you in law.

14. General Terms & Conditions :

- a) Any change in your residential address, family particulars should be immediately notified in writing to the HR department of the Company.
- b) Based on your declaration we have recorded your date of birth as **15-08-1998**.
- c) You will strictly adhere to the Policies, Systems & Processes in force from time to time as prescribed by the company. The company reserves the right to interpret, amend / modify any of its policies, systems & processes or/and suspend or terminate any of its benefits, policy plans or programs in accordance with needs of the company from time to time.
- d) In order to remain competitive our Company undertakes number of programs or initiatives like Benchmarking, Continuous Improvements, Cost reduction, Training and Development etc. You are required to actively participate and contribute to such programs or initiatives.
- e) You will be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere, which may result from your remuneration. Notwithstanding the forgoing, the company will be entitled to deduct from your remuneration, income tax and such other taxes and levies which are liable to deduction at source under law for the time being in force
- f) Upon cessation of your employment, you will return to the Company all papers and documents which may at that time be in your possession relating to the business or the affairs of the Company or any of its associates or branches and will not retain any copies of extracts thereof.
- g) MAN Energy Solutions India Private Limited is an equal opportunity employer. Company is committed to providing equal opportunity to qualified individuals regardless of their age, caste, creed, race, sex, religion or faith and fully adheres to all applicable laws and regulations.
- h) The Terms & Conditions of employment shall be governed by and construed in accordance with Indian Laws. Further, it is irrevocably and unconditionally agreed that the Courts of **Aurangabad** shall have exclusive jurisdiction to entertain any proceedings in any way relating to or concerning the term of engagement or any rights, duties, obligations or liabilities arising thereunder.



If the terms and conditions of employment set out hereinabove are acceptable to you, you may affix your signature to this Letter of Appointment and the Annexure/s office copy thereof.

We have pleasure in welcoming you to our organization and look forward to your long and fruitful association with the company.

Yours sincerely,

for MAN Energy Solutions India Private Limited

Raveesh M K
CFO & Managing Director

Sumith Pillai
Head – Human Resources

Mangesh Rishipathak
Dy. General Manager – Human Resources

Encl :
Annexure-1 : Compensation Structure

ACCEPTANCE OF TERMS & CONDITIONS OF EMPLOYMENT

I hereby agree that I have read and understood the terms and conditions as state above and accept employment with the company

Name: _____

Date: _____

Signature: _____

Place: _____

**ANNEXURE – 1
COMPENSATION STRUCTURE****Name :** Ms. Pratiksha Aru**Employee Code :** 3197**SBU / GF :** Engineering Architecture Services - Engineering Architecture

Components	Amount (Rs.)
Basic Salary	19300
House Rent Allowance	7720
Conveyance Allowance	1600
Education Allowance	200
Personal Allowance	136
Medical Allowance	1608
Leave Travel Allowance	1608
Provident Fund (Employer's contribution)	2316
Gratuity	929
Superannuation	0
CTC per Month (a)	35417
CTC per Annum (b)	425000
Performance Linked Variable Pay (c)*	0
CTC per Annum incl. of Variable Pay (b+c)	425000

Raveesh M K
CFO & Managing Director**Sumith Pillai**
Head – Human Resources**Mangesh Rishipathak**
Dy. General Manager – Human Resources