



Ref. No. 2022-23

Date: - 29-April-2022

To,
Ms. Rutika Sadanand Narvekar
207/C, Mangalmurti Apartment,
Ratnagiri, Maharashtra - 415612

LETTER OF ENGAGEMENT

We are pleased to offer you an appointment as **Professional Fixed Term (PFT)** in TMPVL, **Pune** for a fixed term on the following terms and conditions with effect from **17th May 2022**.

1. TERM OF ENGAGEMENT

- a. It is categorically brought to your notice that your engagement will be for a fixed term and will come to an end after completion of one year i.e. on **16th May 2023** from the date of commencement of your engagement i.e. on **17th May 2022** and no further notice in this connection will be required to be given by the Company. Your relationship with the Company will come to an end at the expiry of the term of the said engagement i.e. on **16th May 2023**.
- b. It may please be noted that you are being engaged in TMPVL at **Pune**. The work on the said Project is likely to continue for a maximum period of one year and hence, you are being engaged for a specific purpose and for a specific period. It may also be noted that in case the above project comes to an end before completion of the period of one year then your engagement with the Company will automatically end. Similarly, due to any circumstances in case the work on the above Project gets extended beyond a period of one year, and your skills are required by the Company then your engagement will be extended for such further period by way of issuing an extension letter to that effect.

2. SALARY

You shall be paid emoluments as shown in Annexure 'A' to this letter of engagement. Besides this amount, you will not be eligible for any other payment or benefits.

3. DUTIES AND RESPONSIBILITIES

- a. You will be subject to the rules of the establishment as applicable from time to time and the prevailing laws applicable to you.

Authorized Signatory (TML)

Signature of Candidate

TATA MOTORS PASSENGER VEHICLES LIMITED

(Formerly known as TML Business Analytics Services Limited)

Spares Division Indospace Rohan Industrial Park Pvt Ltd Gate No 450 Village Mahalunge-Ingle Off Chakan-Talegaon Road Behind L:Oreal India Pune
410 501 Tel:91 20 0000 0000 email tmpvl@tataomotors.com www.tataomotors.com CIN U72900WH2020PLC33923D
Registered Office Floor 3 4 Plot 18 Nanavati Mahalaya Mudhana Shetty Marg BSE Fort Mumbai 400001

A Subsidiary of TATA MOTORS LIMITED



- b. You will be required to attend duties as and when required at timings in any shift, at present in existence or which may be started subsequently or which may be nominated by the Company as per its requirements.
- c. It should not be presumed that the scope of your duties is circumscribed or limited by designation and it should be clearly understood that we reserve to ourselves the absolute right to allot you any type of duties whatsoever consistent with the work requirements and the nature of your engagement.
- d. Your position is a whole time engagement with the Company and you shall not take up any other work or remuneration, part time or otherwise, without prior written permission of the Company. You will also not work without the prior written permission of the Company elsewhere with or without remuneration in your spare time in any capacity whatsoever.
- e. Throughout the continuance of your engagement with the Company, you should be medically fit and free from any disease. It will be open for the Company to require you to undergo such medical test as may be determined and in the event the Company finds it unsuitable for you to be continued on medical grounds then the decision of the Company in that case shall be final and your engagement will be liable to be terminated.
- f. In the event you desire to take any educational course, it shall be binding on you to inform the Company in advance regarding the same.
- g. You will not without the consent of the Company disclose or divulge or make public, except on legal obligations, any information regarding Company matters and demonstrations on research carried out, whether the same be confined to you or become known to you in the course of your engagement or otherwise.
- h. You shall observe strict secrecy regarding the business of the Company and shall not divulge directly or indirectly or disclose to any person any affairs or any information regarding the Company. You shall also not publish any written articles or deliver any talk or give any interview on any subject related to the Company.
- i. You shall be responsible for safe keeping and return in good condition and order, the Company's property which may be in your use/custody/care or charge. The Company reserves the right to deduct money value of all such items from your emoluments and/or take such action as it deems proper in the event of your failure to account for them to the satisfaction of the Company.
- j. During the course of your engagement with the Company, you are expected to work with your colleagues, superiors, juniors in your department as well as those from other departments, in harmony. You are required to maintain discipline. You are required to develop skills as per the Company standards, policies and benchmarks designed from time to time.

Authorized Signatory (TML)

Signature of Candidate

TATA MOTORS PASSENGER VEHICLES LIMITED

(Formerly known as TML Business Analytics Services Limited)

Spares Division Indospace Rohan Industrial Park Pvt Ltd Gate No 450 Village Mahalunge-Ingle Off Chakan-Talegaon Road Behind L:Oreal India Pune
410 501 Tel 91 20 0000 0000 email tmpvi@tatamotors.com www.tatamotors.com CIN U72900MH2020PLC339230
Registered Office Floor 3 4 Plot 18 Nanavati Mahalaya Mudhana Shetty Marg BSE Fort Mumbai 400001

A Subsidiary of TATA MOTORS LIMITED



- k. The Company has a zero tolerance policy towards religious, racial, gender discrimination, slurs, innuendoes or any such remark which would hurt the sentiments of any person and disturb the harmony in the Company. If you are found indulging in such acts, your engagement is liable to be terminated without any notice.
- l. You shall be required to enter into agreements with the Company time and again in accordance with the prevailing Company policy. You will be bound by all existing/new Company policies as amended/formulated from time to time.
- m. During your contractual engagement with Company, the Company may at its discretion extend facilities, as per applicable terms and conditions to you like canteen, transport etc.
- n. Your engagement would involve planning, implementation and supervision of actions for the current Project. You are expected to apply your discretion judiciously while prioritizing your actions required and to be undertaken for the Project.
- o. The Tata Code of Conduct would be binding on you, a copy of which has been made available to you.
- p. The nature of your assignment during the course of the Project is primarily of non-bargain able category and hence the general rules and conditions as applicable to the non-bargain able category of employees shall apply to you.
- q. The monthly payment, which would be made to you in respect of your engagement, shall be subject to the rules and conditions as per applicable laws.
- r. You are required to make a declaration in the enclosed form (Annexure B), whether you are in any way related to or you have business connections with any of the Directors of the Company.
- s. If on account of change in any enactment / legislation, in case you are entitled to any additional benefit(s), then the same shall be adjusted from the total emoluments payable to you.
- t. At the time of joining, please bring with you all relevant qualification certificates, mark sheets and relieving certificate from the last employer, two copies of recent passport size photographs, Aadhar Card, PAN Card and all other documents required by the Company as intimated to you.

Authorized Signatory (TML)

Signature of Candidate

TATA MOTORS PASSENGER VEHICLES LIMITED

(Formerly known as TML Business Analytics Services Limited)

Spares Division Indospace Rohan Industrial Park Pvt Ltd Gate No 450 Village Mahalunge-Ingle Off Chakan-Talegaon Road Behind L.Oreal India Pune
410 501 Tel 91 20 0000 0000 email tmpvt@tatamotors.com www.tatamotors.com CIN U72900MH2020PLC339230
Registered Office Floor 3 4 Plot 18 Nanavati Mahalaya Mudhana Shetty Marg BSE Fort Mumbai 400001

A Subsidiary of TATA MOTORS LIMITED



4. TRANSFER

During the tenure of your engagement with the Company, you will be liable to be transferred to any Department, Section, Establishment of the Company, Establishment which may be newly established after your joining or at any other place considering the need of the Project for which you are engaged. You will be covered by the rules and regulations and the terms and conditions applicable at the place where you shall be posted/transferred/deputed.

5. LEAVE

You will be allowed leave as per the current notifications of the Company and as per the notifications issued from time to time. You shall also fully abide by the travel and deputation rules as notified by the Company from time to time.

6. TERMINATION

This letter of engagement is being issued to you on the clear understanding that there is nothing on your past record which would have prevented the Management from offering you the present engagement. If, however, it is found at any time hereinafter that your past record is objectionable or if any declaration given by you or statement made by you to the Company is false or if you have willfully suppressed any material information, in such a case your engagement with the Company will be terminated, forthwith, without any notice.

Your engagement can be terminated for any reason whatsoever by giving you one month's notice or salary in lieu thereof. In the event you wish to resign from the services of the Company you are liable to serve one month's notice or salary in lieu thereof. The Company shall have the discretion to relieve you during the notice period by paying salary for the balance notice period.

Your engagement is liable to be terminated without notice or payout in lieu thereof for any case of misconduct, disloyalty or commission of any act involving moral turpitude, indiscipline or inefficiency.

7. PROVIDENT FUND

In accordance with the law, the Employees Provident Fund Act, 1952 will be applicable to you and you will be required to join the Provident Fund Scheme as per rules. Please intimate to us in writing your provident fund account number forthwith in case you were a member of the said scheme during your previous employment. If you are already a member of Employees' Provident Fund Scheme, Family Pension Scheme/Employees' Pension Scheme, please bring with you: Your account number, evidence of membership under the scheme and the details of the trustee/authority to whom all correspondence in this respect may be addressed. If no reply is received from you, your case will be treated as if you were not a member of the Scheme and the Company shall not thereafter be liable for any consequences whatsoever in this regard.

Authorized Signatory (TML)

Signature of Candidate

TATA MOTORS PASSENGER VEHICLES LIMITED

(Formerly known as TML Business Analytics Services Limited)

Spares Division Indospace Rohan Industrial Park Pvt Ltd Gate No 450 Village Mahalunge-Ingte Off Chakan-Talegaon Road Behind L:Oreal India Pune
410 501 Tel 91 20 0000 0000 email tmpvl@tatomotors.com www.tatomotors.com CIN U72900MH2020PLC339230
Registered Office Floor 3 4 Plot 18 Nanavati Mahalaya Mudhana Shetty Marg BSE Fort Mumbai 400001

A Subsidiary of TATA MOTORS LIMITED



8. CONFIDENTIALITY

You shall, at all times, maintain complete secrecy about the Company's business affairs, inventions, special manufacturing techniques, secret processes and the like which may come to your knowledge during the period of your engagement. Your obligation to keep such information confidential shall remain even on termination of your engagement.

9. INTELLECTUAL PROPERTY RIGHT

- a. You acknowledge that you have been engaged, in part, for the purpose of creating ideas and material that are useful for the business of the Company. You acknowledge that the Company is the owner of the Intellectual Property rights associated with these ideas and materials and you will sign any assignments necessary to transfer or confirm the assignment of such ownership.
- b. You shall disclose promptly to your supervisor, all trade secrets, confidential information ("Trade Secrets" and "Confidential Information" means the information provided by and designated as a trade secret or as confidential information in writing by the Company), inventions, designs, copyrightable works and trade marks ("Intellectual Property") you may create, either by yourself or in cooperation with others, during the period of your engagement.
- c. You shall keep written or electronic records of the Intellectual Property you create and you acknowledge that such records are the property of the Company.
- d. You shall not use any Confidential Information or Trade Secrets which you may receive or create during the course of your engagement for any other purpose nor disclose at any time from the date your engagement ends, unless you have the prior written permission of the Company.
- e. You acknowledge that the Company is the first owner of copyright in all copyrightable works you create in the period of your engagement. To confirm ownership in the copyright, you hereby assign to the Company, your entire right, title and interest in India and throughout the world in and to the copyright as well as the right to receive copyright registrations for such works.
- f. You hereby waive, as against the Company, its successors, assigns and licensees, all moral rights which you have or will acquire in respect of the copyrighted works. You agree to enforce the moral rights as against others as directed by and at the cost of the Company or its successor-in-title of the copyright in the works.
- g. You acknowledge that the Company is the owner of inventions you make in the period of your engagement. To confirm this ownership, you hereby assign to the Company your entire right, title and interest in India and throughout the world, in and to any such inventions, as well as your entire right, title and interest in and to any patent applications which may be filed with respect to such inventions including any and all divisional applications, and any and all patents which may issue or be re-issued for such inventions.

Authorized Signatory (TML)

Signature of Candidate

TATA MOTORS PASSENGER VEHICLES LIMITED

(Formerly known as TML Business Analytics Services Limited)

Spares Division Indospace Rohan Industrial Park Pvt Ltd Gate No 450 Village Mahalunge-Ingte Off Chakan-Talegaon Road Behind L:Oreal India Pune
410 501 Tel: 91 20 0000 0000 email tmpvt@tatamotors.com www.tatamotors.com CIN U72900MH2020PLC339230
Registered Office Floor 3 4 Plot 18 Nanavati Mahalaya Mudhana Shetty Marg BSE Fort Mumbai 400001

A Subsidiary of TATA MOTORS LIMITED



- h. You agree to execute any further assignments, applications or other documents as requested by the Company, its successors, assigns or legal representatives, to obtain any and all copyright registrations or patents for the inventions and transfer or record the transfer of their ownership to the Company, its successors, assigns or legal representatives.
- i. You acknowledge that the Company is the first owner of the design rights in all design works you create in the period of your engagement. To confirm ownership in the design, you hereby assign to the Company, your entire right, title and interest in India and throughout the world in and to the design as well as the right to receive design registrations for such works.
- j. You acknowledge the absolute ownership of the Company on the trademarks, trade-names, Logos, and trade descriptions belonging to or owned by the Company or owned by Tata Sons Ltd., in respect of which the Company is the registered or the permitted user, and used on or in relation to the Products and Services or in catalogues or technical literature of the Company or elsewhere.
- k. You will do nothing to prejudice damage or contest the validity of the Trademarks, trade-names, Logos and trade descriptions or goodwill associated with them.
- l. You will co-operate fully with the Company in protection and defense of the Company's Intellectual Property Rights (IPRs) which will be undertaken by the Company
- m. To protect the Company against any allegation of copyright infringement by the unauthorized use of computer programs or data of others, you agree that you will not use or copy any computer program or data on the Company computer system without the prior written authorization of the Company.

10. NOT TO INDULGE IN SIMILAR ACTIVITIES

You agree that you shall not for a period of 1 (one) year from the date of cessation of your engagement with the Company for any reason whatsoever –

- i. Engage in or be associated with any person, firm or body corporate where the duties to be performed or discharged by you are based and/or substantially based on Tata Motor's proprietary and/or Confidential information/knowledge
- ii. Offer to employ or endeavor to entice away from the Company any person who is employed with the Company
- iii. Canvas or solicit or endeavor to solicit the business in competition with the Business of the Company from any person, firm or the Company who is the customer or client of the Company
- iv. Interfere or dissuade or discourage any person, firm or the Company from dealing with the Company

Authorized Signatory (TML)

Signature of Candidate

TATA MOTORS PASSENGER VEHICLES LIMITED

(Formerly known as TML Business Analytics Services Limited)

Spares Division Indospace Rohan Industrial Park Pvt Ltd Gate No 450 Village Mahalunge-Ingte Off Chakan-Talegaon Road Behind L.Oreal India Pune
410 501 Tel: 91 20 0000 0000 email tmpvt@tatamotors.com www.tatamotors.com CIN U72900MH2020PLC339230
Registered Office Floor 3 4 Plot 18 Nanavati Mahalaya Mudhana Shetty Marg BSE Fort Mumbai 400001

A Subsidiary of TATA MOTORS LIMITED



11. STATUTORY COMPLIANCE

The Company lays emphasis on all statutory compliances and you should ensure compliance with various statutes in your area of operation including insider trading regulations

12. SOCIAL MEDIA

You will abide by the Company guidelines on social media Policy during and after the employment. The guidelines are posted on the Company internal portals and you can access the same upon joining. The guidelines provide detail information on employee participation on social media, code of conduct, confidentiality, monitoring, reporting and disciplinary action. If any content violates the Tata Code of Conduct, the social media Policy or Tata Group Social Media Policy, the organisation reserves the right to seek clarifications and ask you to modify, or delete the content.

The organisation may take appropriate remedial or disciplinary action if there is a violation of the Policy or the Code of Conduct.

13. SAFETY AND HEALTH

You will comply with the Safety and Health Policies of the Company from time to time and also comply with the guidance/measures, which may be issued for observance by the employees from time to time. Any violation of the Policies or any guidance/measure there under will entail strict disciplinary action.

14. OTHERS

- i. You are required to keep and render a faithful account of all properties of the company entrusted to you during this contractual engagement.
- ii. All the payments by the Company or any recovery of dues from you will be subject to prevailing statutory taxes and same will be borne by you, unless specifically mentioned in the contract

Please send the duly signed copy of the duplicate offer document to the undersigned as a sign of your acceptance of the offer, latest by **17th May 2022**, failing which the offer shall stand withdrawn without any notice.

Yours sincerely,

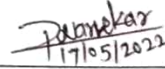
Gaurav Jhala
Corporate Human Resources
Tata Motors Limited



I have fully understood the terms and conditions mentioned in the above said engagement letter. I agree with the same. I have put my signature herein below as a token of my having accepted the said terms and conditions and state that the same would remain binding on me during the tenure of my engagement. I shall report for "period contract engagement" on **17th May 2022**.

Date : 17th May 2022

Signature :


17/05/2022



Authorized Signatory

TATA MOTORS PASSENGER VEHICLES LIMITED

(Formerly known as TML Business Analytics Services Limited)

Spares Division Indospace Rohan Industrial Park Pvt Ltd Gate No 450 Village Mahalunge-Ingle Off Chakan-Talegaon Road Behind L.Oreal India Pune
410 501 Tel 91 20 0000 0000 email tmpvi@tatamotors.com www.tatamotors.com CIN U72900MH2020PLC339230

Registered Office Floor 3 4 Plot 18 Nanavati Mahalaya Mudhana Shetty Marg BSE Fort Mumbai 400001

A Subsidiary of TATA MOTORS LIMITED



ANNEXURE – I

Contract Fee Statement			
DESIGNATION:	Professional Fixed Term (PFT)		
Location:	Pune		
Salary Head	Monthly	Annual	Remark
Basic	10125	121500	
HRA	5063	60750	
Flexi pay	5814	69762	Flexi Pay (Taxable)
Provident Fund	1800	21600	As per PF norms
Total fix pay	22801	273612	
Sales Incentive		0	
Total Targetted Income	22801	273612	
Subsidised food will be provided by the company			

Authorized Signatory (TML)

Signature of Candidate

TATA MOTORS PASSENGER VEHICLES LIMITED

(Formerly known as TML Business Analytics Services Limited)

Spares Division Indospace Rohan Industrial Park Pvt Ltd Gate No 450 Village Mahalunge-Ingale Off Chakan-Talegaon Road Behind L:Oreal India Pune
410 501 Tel 91 20 0000 0000 email tmpvl@tatamotors.com www.tatamotors.com CIN U72900MH2020PLC339230
Registered Office Floor 3 4 Plot 18 Nanavati Mahalaya Mudhana Shetty Marg BSE Fort Mumbai 400001

A Subsidiary of TATA MOTORS LIMITED