



HR/AL/2021

020 3915 7139

vaibhav.kshirsagar@volkswagen.co.in

June 07, 2021

Your Reference
Your Letter from
Our Reference
Extension

Fax
E-Mail

Date

To,
Mr./Ms. Shubham
Pune

Sub: Appointment Letter

Dear Shubham,

We are pleased to inform you that you are hereby offered employment in Volkswagen IT Services India Pvt. Ltd. (VWITS), herein after referred to as "Company" and required to join on or before **August 02, 2021**. This offer is based on your application for employment, and our subsequent discussions and interview. You will be employed by the Company on grade **10** as **Software Engineer Trainee** in the **VWITS** based out of **Special Economic Zone("SEZ") unit** at **Pune** on the following terms and conditions:

Offer and Compensation Package: Your total annual remuneration (Cost to Company) will be INR. 500000 (INR Five Lakh). The detailed breakup of your remuneration is enclosed in Annexure 'I'. All other allowances shall be as per statutory provisions and as per Company rules/policies as applicable. Your salary has been fixed so as to include any overtime work if any. Your employment will be governed by the policies, rules and guidelines of the Company as applicable to you from time to time; however your attention is particularly drawn to the following points:

Probation: You will be on probation for a period of six months from the date of your joining our company. During this period your performance will be subject to review by the management. In case your performance is not found satisfactory your probation period could be extended by another period not exceeding three months, or your services could be dispensed with at the sole discretion of the management.

During or at the end of the probation period, it is mandatory to give 90 days' notice in case of resignation/termination of the employment from either side. Management reserves the right to accept the resignation before the end of

Volkswagen
IT Services India Pvt. Ltd.

Embassy Techzone,
9th Floor, 1.3 Congo Building,
Rajiv Gandhi Infotech Park,
Hinjewadi – Phase II,
Pune – 411057,
Maharashtra, India

Phone: +91-20-3915 7000
www.vwits.in

CIN: U72900PN2015FTC155348



notice period subject to recovery of 90 days gross salary proportionately for the shortfall in the notice period.

Duties: You shall perform all tasks and duties as assigned to you by your superiors. You shall also undertake to do all duties and tasks including the work ancillary and incidental to your duties.

Place of work: This offer of employment is specific for 'Volkswagen IT Services India Pvt. Ltd.', which is being setup in a Special Economic Zone ("SEZ") Unit at Pune. On acceptance of this Appointment letter, you shall agree to follow the rules and regulations pertaining to the SEZ unit and all legal compliances as applicable, in relation to the SEZ, which shall be duly communicated to you from time to time.

You undertake to devote your time and attention exclusively to the activities and assignments entrusted to you by your superiors pertaining to the SEZ unit. Under no circumstances you shall directly or indirectly engage in any activity or employment which is outside the SEZ unit unrelated to the business of the company. However, you shall be permitted to participate in training programmes for development of your skills and knowledge even though such programmes are conducted outside the SEZ notified area

Improvements: You understand the unique nature of the industry and the market conditions in which the Company is operating. Continuous upgradation of the product(s) and the processes, product designs, services provided etc. are being undertaken continuously and you shall participate and co-operate to implement and abide by such changes as incorporated by the Company from time to time.

Improvements and intellectual property rights: All employees who, during the period of their employment with the Company shall make any invention, improvement or technical modification ("improvement") relating to the products or the manufacturing process produced or used within the Company, shall immediately send a written report with their proposal to the Company, enclosing all relevant documentation. The Company shall inform the employee within 3 months whether it will accept the improvement he proposed or not. In case the Company should not accept the respective improvement, the employee shall be entitled to offer such improvement to a third person subject to prior approval by the Company in writing. The Company shall obtain the exclusive and unlimited right to make use of all works that may be subject to copyright law and are the result of any activities carried out within the framework of employment by the Company, including but not limited to improvements which are the result of planning, engineering, technical development and the use of computer programs. The conditions under which such rights of utilization are transferred to the Company shall be the subject of agreements.

These provisions shall not be affected by termination of employment at the Company by either of the parties i.e. employer or employee in accordance with terms of employment conditions or statutory right.



Whole time employment: You are employed as a full time employee and you shall not undertake any job or employment or enter into any business independently and / or in association with any competitor of the Company and it's business directly or indirectly and / or also not to advise or render consultancy services of any kind and

any manner to the competitor of company during your services with Volkswagen IT Services India Pvt. Ltd., failing which you shall be liable to pay liquidated damages as determined by the Company at its sole discretion and you hereby authorize the Company to deduct the said amount from your legal dues resulting from separation. In case the dues are insufficient you shall be required to make good the balance amount within 30 days of separation or from the date the notice is issued to you by the Company.

Transfers: Your services are transferable. As such you may be transferred by short notice to any existing or future department / branch/ office/establishment / works/ etc. of the Company or its collaborators / associates or holding company or subsidiaries of any of these Companies in India or abroad, either existing or newly setup in future, as the case may be.

You shall abide by the rules and regulations of conduct, performance and discipline prevailing at such place of transfer. The Company shall issue such orders based on the exigencies of business and other requirements. Such transfer orders can be issued to the employee in the same grade and position or otherwise as the Company deems fit.

Such transfers cannot be refused by any employee and any such refusal if not accepted by the Company may be treated as resignation by the employee.

Retirement: You shall retire on attaining the age of 60 years.

Discharge: It is mandatory to give three months' notice after confirmation of employment for resignation/termination of the employment from either side. In case of resignation from the services of the company Management reserves the right to accept the resignation before the end of notice period, subject to:-

- a] Proper clearance in writing being obtained from concerned departments,
- b] The employee obtaining a written confirmation from the Head of the Department [HOD] where he was working stating that all assignments entrusted to the employee have been completed in full to the satisfaction of the concerned HOD,
- c] Proper handover of the assets of the company and tasks/charge of assignments have been given to the HOD and Clearance in the prescribed form is obtained from the HOD in this regard,



d] Payment of proportionate Gross salary for the shortfall in the notice period prior to departure of employment is made to the company by way of a Full and Final Settlement.

The Company will also be entitled to terminate the services of employee by giving three months' notice or Gross salary in lieu thereof, unless it is a case of severe indiscipline on the part of the employee involving offences under the Indian Penal Code, in which case the cessation of employment will be immediate effect without any notice and without any compensation to the employee.

Confidentiality: Any information relating to the process, product recipes, technology, design, technical knowhow, administration methods, systems, procedures and other security arrangements of the Company, that you may acquire by being employed in the Company or during the course of your training or work should be treated as strictly confidential and you shall not disclose either by word of mouth or in writing to any outsider, in order to safeguard the interest of the Company.

Confidentiality of Compensation: The contents pertaining to the overall earnings including the annual benefits are strictly confidential. Any unauthorised leakage or passing out of the information by you within the organisation or otherwise will be viewed as a serious violation by the Management and it may involve implications up to the immediate termination of your employment.

Compliance and Integrity: The Company encourages its employees to follow the highest standards in integrity, compliance and company values. During your employment with the Company, you shall be governed by various Company policies, procedures, rules and regulations, including amendments thereto, which are applicable to all employees. You are required to read and understand the VWITS Code of Conduct and other compliance policies and strictly adhere to their requirements and act in line with the respective legal frameworks as well as with the applicable legal standards for the specific work task of the employee. Anyone found to be in violation of the Code of Conduct or other policies or laws must expect consequences as per the nature of non-compliance.

Background Verification: The Company will conduct background checks prior to joining or after your joining date to validate all the credentials provided by you. You expressly consent to the Company conducting such background checks. In this connection, you are required to furnish the documents. If you fail to submit the necessary documents as required by the Company within the specified time period or if the Company is not satisfied, with the outcome of the background checks, the Company, in its sole discretion, reserves the right to withdraw this Offer without notice and Compensation or to take any appropriate action against you, including, but not limited to termination of your employment.

When a background check raises any concern regarding any of the details furnished by you and the Company feels the need to further validate such



facts, the Company may at its sole discretion, ask you for further information, to substantiate the details that you have earlier provided to the Company, before initiating appropriate action.

Please note that VWITS may as per the need of the business can do more check related to your background after getting promotion or transfer.

Performance Incentive (P.I): The performance incentive will be paid annually & it will be subject to the assessment of your performance by your departmental head. The P.I can vary from 50% to 150%. The decision of the departmental head in terms of releasing the incentive will be discretionary and no argument in this regard by the employee shall be entertained by the Management.

The following may kindly be noted:

a) The above offer is made on the basis of and subject to the information provided by you in your application and during the interviews. In case at a later date it is seen that the data provided by you is Incorrect and/or misleading, then Company retains the right to withdraw this offer at any time.

b) In all cases the interpretations regarding the service rules shall be as per the Model / certified standing orders prevailing at that time.

We hope this would be a beginning of a long and successful association.

Yours sincerely,

For Volkswagen IT Services India Pvt. Ltd.

Soumi Alphons
Head - HR & Administration

Sidharth Yadav
Chairman & MD

I have read and understood the terms of this appointment letter and hereby accept the same and have affixed my signature as a token of my acceptance thereof.

(Shubham Jadhav)



Annexure: I

Name	: Shubham Jadhav	
Job Title	: Software Engineer Trainee	
Level	: 10	
Component	Annual (INR)	Monthly (INR)
Basic Salary	180000	15000
House Rent Allowance	27000	2250
Medical Reimbursement	15000	1250
Conveyance Allowance	19200	1600
Personal Allowance	159345	13279
Professional Attire Allowance	0	0
Children's Education Allowance	2400	200
Total Monthly Components	402945	33579
Leave Travel Allowance (LTA)*	15000	-
Ex-gratia / Bonus**	15000	-
Total Annual Components	30000	-
Provident Fund (Employer Contribution)	21600	1800
Total CTC w/o PI	454545	-
Performance Incentive (@ 100%)***	45455	-
Total CTC with PI	500000	

Retiral Benefits:

- 1) Provident Fund: Employer's contribution towards Provident Fund will be 12% of Basic as shown in the above structure.
- 2) Gratuity: Gratuity as per Gratuity Act, 1972

Other Benefits:

- 1) Group Personal Accident, Group Health Insurance & Group Term Life Insurance as per company policy.
- 2) Subsidized Canteen & Transportation facility as per existing policy.

Note

* Flexible & can be added to monthly Personal allowance. LTA can be maximum up to INR 1.00 Lac per annum.

** Flexible & can be converted into monthly component.

*** PI is a part of Gross CTC and varies from 50% to 150% in actual, whereas 100% has been considered in CTC.

Nimesh Jain

Amit Khatri
