



Date: 23-Aug-2022

**Soumya Dasgupta**

Mobile: 9007670165 / 9674166933

Dear **Soumya Dasgupta**,

We thank you for your career interest in ABB. It was a pleasure interacting with you during the selection process and we are pleased to offer you a position with us as **Project Manager** at **Grade-13** in **EN PA** of ABB India Limited. You will report to **Preethi Balamurali Krishna** assigned by ABB as your supervisor.

Your location of Induction/Joining and posting will be in **ABB India Limited, Plot No. 4A, 5 & 6, Peenya Industrial Area, Peenya 2nd Phase, Bengaluru – 560 058, India.**

Your total cost to company is **INR 25,00,000/-** per annum, please find the compensation breakup sheet and General Terms and Conditions of employment attached with this letter.

Please go through the Joining Guidelines. This lists down the documents you are required to submit for our records.

You are requested to join us on **07-Nov-2022** at your location of posting mentioned above, for undergoing the Induction Program and to complete your joining formalities. Your Appointment with ABB will commence from the date of your reporting and after completion of your Joining process.

This offer is valid subject to your joining us on or before **07-Nov-2022** post which, we will have to regretfully assume that you are not accepting our offer and pursuing other options. In such a case the offer will be considered automatically withdrawn.

We look forward to a mutually productive association and wish you a successful career ahead with ABB.

Thanking you.

Yours faithfully,  
For **ABB India Limited**,

**SD/-**

**Tks Nair**

Head - Payroll & Employee Benefits

**SD/-**

**Rukhsar Julekha**

Manager Talent Acquisition & Talent Advancement –  
India, Bangladesh & Sri Lanka

I accept the Offer and Terms and Conditions: .....(NAME, SIGNATURE & DATE)



## GENERAL TERMS AND CONDITIONS OF SERVICE FOR MANAGEMENT CADRE

### 1. REMUNERATION

You will be eligible to receive compensation and facilities basis the following details.

#### Flexible Pay

- A) House Rent Allowance (maximum 100% of Base salary). HRA is paid monthly and tax exemption shall be subject to submission of relevant documents as per Income Tax Rules.
- B) Other Allowance (covering Education allowance, Hostel allowance, Conveyance allowance etc.).
- C) Leave Travel Assistance can be claimed as per Company policy.

#### Retirals

- A) You will be covered as a member under the ABB India Employees Provident Fund Trust and remain a contributor and member of the fund during your employment with us, subject to the rules of the provident fund scheme as are in force for the present or as may be amended from time to time.
- B) You will become a member of the Employees' Pension Scheme as applicable, in accordance with the statutory requirements.
- C) You will be eligible for Gratuity as per The Payment of Gratuity Act.

#### Performance Bonus

Apart from the fixed cost, you are also entitled to a performance linked bonus as per the prevalent scheme.

#### Other Social Security Schemes

- A) Group Personal Accident Insurance – As per the company policy.
- B) Group Term Life Insurance - In case of death of an employee, while in service, his/her family will be entitled for compensation as per the prevalent scheme.
- C) Coverage under Mutual Family Assistance as per the prevalent contributory scheme.
- D) Hospitalization Expenses – You and your family (spouse and children up to 25yrs) are covered under company's group medical insurance scheme.

**Please note that your compensation and its details are confidential.** We request you to ensure that you maintain all such information, including your Terms of Employment and Compensation package as “**Strictly Confidential**”. You shall not use or divulge or disclose any such information except as may be required under obligation of law or as may be required by the Company and in the course of your employment.

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## **2. RELOCATION EXPENSES**

You would be entitled to claim the relocation expenses in case you are required to relocate to any of ABB offices or work as per the existing rules and/or policies of the company in this regard.

## **3. PLACE OF WORK**

Your services will be transferable to any department, office or establishments of the Company within the Republic of India or to any other Company in ABB Group (either in India or overseas) as may be required by the management from time to time.

## **4. HOURS OF WORK AND PAID HOLIDAYS**

You will abide by the prevalent working hours, weekly off and paid holidays of the department, office or establishment wherever you are posted from time to time.

## **5. LEAVE**

On joining the services of the Company, you will be eligible for Advance Paid Leave and Emergency Leave which will be credited to your Leave account effective your date of joining. This will be calculated on pro-rata basis.

## **6. SUPERANNUATION**

You shall retire from the services of the company upon completion of the age of 60 years. The company's decision regarding your date of birth as per company's records shall be final and binding.

## **7. NOTICE OF TERMINATION**

In the course of your service, either party may terminate this contract by giving to the other three months' notice of termination or three months' salary in lieu thereof. If adequate notice as aforesaid is not given by an employee while resigning from the services of the company, appropriate deduction will be made to cover the notice period by the company in the final settlement of accounts. However, the decision on adjusting the notice period will be based on the sole discretion of the Management. Only basic salary will be considered for payment of salary in lieu of notice period. In the event of you being found to have violated the Company's Code of Conduct, depending upon the gravity of the violation, the Company at its discretion may take disciplinary action which includes demotion, reprimand, suspension, termination, detraction of benefits for a definite or indefinite time, without any further obligation on the Company, including payment of salary in lieu of notice period

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## 8. INTELLECTUAL PROPERTY RIGHTS

If you, alone or jointly with any other person or persons, make, acquire or device any inventions, patents, trade / service marks, industrial designs, matters relating to copyrights or its related rights, discovery, process or improvement or compile any data relating to any plant, machinery, system, appliance or apparatus or device or product, project, model, process, technique or method of manufacture or constructions, data, source codes, compilation, know-how, formula, calculations, patterns, drawings, business model, explanations and demonstrations and any other form of intellectual property thereof, arising out of and in the course of your employment shall become the property of any of the ABB Group Companies or its affiliates (herein in this context referred to as Company). The Company be the owner of the entire rights, title and interest vested, contingent or in future in and to the said intellectual property in any country. If so required by the Company, you will sign and execute all documents and papers free of charge any time i.e. either during employment or any time thereafter, to protect the Company's ownership relating to intellectual property in any form.

## 9. CONFIDENTIALITY

In consideration of the opportunities, training, communications / correspondences and access to techniques, know-how, trade secret that include but not limited to data, source codes, compilation, formula, calculations, designs, patterns, drawings, product, methods, processes, techniques, systems, business model, financial data, explanations and demonstrations etc. that will be made available to you or generated by you or accessed by you, you will be required to comply with the confidentiality norms of the company. Therefore, you shall maintain as secret and confidential all information, including proprietary information of any of the ABB Group company or its affiliates (herein in this context referred to as company), Terms of Employment and Compensation package except as may be required under obligation of law or as may be required by the company in the course of your employment or any time thereafter.

In the event you are required by law to disclose any Confidential Information of the Company, you shall give the Company a reasonable notice of any prospective disclosure and shall assist the Company in obtaining an exemption or protective order preventing such disclosure.

## 10. GENERAL

- A) You will be responsible for the safe keeping and return in good condition and order of all our/company's property such as tools, equipment's, instruments, books, etc., which may be in your custody, use, care or charge. We shall have the right to deduct the money value of all such things from your dues and take such action as we deem proper in the event of your failure to account for such property to our satisfaction.
- B) You will safeguard, protect and preserve all data/literature/information developed or acquired by the Company in visual, audio-visual, magnetic, written or any other form, which is to be construed as the intellectual property of the Company and will ensure that such information will not be communicated, divulged, parted with or removed from the precincts of the Company by any means whatsoever.

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- C) You will keep us informed of any change in your residential address or civil status.
- D) You will abide by the standing orders and/or other staff rules and regulations applicable to you which are in force as on date and as amended from time to time or that may be framed in future.
- E) You shall abide by the Company's Code of Conduct and Business Ethics and to that effect you would provide an undertaking, or such declaration / acknowledgement as would ensure strict compliance thereof on your part.
- F) Your appointment shall be subject to Company rules and regulations in force now and as amended from time to time and those that may come into force from time to time.
- G) You will not, without prior written permission carry out any business or enter into contract with any one or carry out any part-time work or work in any capacity, or be employed by any other firm, company or person. You will devote your whole time and attention to your duties to promote the interests of our organization and will not utilize or divulge to any person or persons any of our trade secrets or affairs. You will not divulge or part with any drawings, quotations, specifications, manufacturing information, etc.
- H) Any notice required to be given to you shall be deemed to have been duly and properly given if delivered to you personally or sent by post to you at your address in India or as per the email ID provided by you and available in the company records

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STRICTLY CONFIDENTIAL
Compensation Breakup Sheet

**Soumya Dasgupta**

Components	Monthly (Rs.)	Annual(Rs)
1. Base Pay	62,500	750,000
2. Flexible Salary *	108,452	1,301,428
Total (A)	170,952	2,051,428
3. Social Security**		
3.1 Provident Fund (Company contribution)	7,500	90,000
3.2 Gratuity (Company contribution)	3,006	36,072
3.3 Super Annuation Fund (Employee contribution)	-	-
Total (B)	10,506	126,072
4. Total Fixed Salary (A+B)	<b>181,458</b>	<b>2,177,500</b>
5. Performance Bonus per annum (C)		322,500
6. Total Cost (A+B+C)		<b>2,500,000</b>

**Flexible Salary components for allocation \***

1. House Rent Allowance (Max 100% of monthly Base pay).
2. Conveyance allowance.
3. Education Allowance upto Rs.100 per child for maximum 2 children per month.
4. Hostel Allowance upto Rs.300 per child for maximum 2 children per month.
5. Leave Travel Allowance (10% of Annual Fixed cost or a maximum of Rs 200000/- whichever is lower).
6. Meal card for Rs.1300/- issued on monthly basis.

**Social Security component\*\***

Supperannuation Fund 15% of the basic will adjust from flexible salary if opted

**Other Social Security Scheme as per management policy**

1. Group Personal Accident Insurance – As per the company policy.
2. Group Term Life Insurance - In case of death of an employee, while in service, his/her family will be entitled for compensation as per the prevalent scheme.
3. Coverage under Mutual Family Assistance as per the prevalent contributory scheme.
4. Hospitalization Expenses – You and your family (spouse and children up to 25 yrs) are covered under company's group medical insurance scheme

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I accept the above Compensation Breakup: .....□

(NAME, SIGNATURE & DATE)