

THIS AGREEMENT (hereinafter the "Agreement") made on the _____ day of _____, 2025.

Between

Tata Motors Passenger Vehicles Limited (name changed from Tata Motors Limited with effect from October 13, 2025), a Company bearing CIN: L28920MH1945PLC004520 and having its Registered Office situated at Bombay House, 24, Homi Mody Street, Fort, Mumbai - 400 001 (hereinafter called "the Company", which expression shall unless repugnant to the context include its successors and assigns) of the **One Part**.

And

Mr Shailesh Chandra, Managing Director and Chief Executive Officer, (hereinafter referred to as "Mr Chandra" or the "MD & CEO" as the case may be), son of Mr Haridwar Prasad, aged 52 years, residing at Flat No – T7-201, L&T Emerald Isle, Saki Vihar Road, Powai, Mumbai - 400072, Maharashtra, India and possessing DIN: 07593905 of the **Other Part**.

WHEREAS the Board of Directors of the Company (hereinafter called the "Board") has at its meeting held on September 26, 2025 appointed Mr Chandra as the Managing Director and Chief Executive Officer ("MD & CEO") of the Company for a period of 3 years ("Term") commencing with effect from October 1, 2025 ("Date of Appointment") and Mr Chandra has agreed to serve the Company upon the terms and conditions contained in the resolution passed by the Board at its meeting held on September 26, 2025 and in the agreement to be executed between the Company and the MD & CEO, subject to the approval of the shareholders of the Company.

AND WHEREAS the said appointment shall be subject to the receipt of shareholders' approval at the forthcoming General Meeting of the Company or through postal ballot.

AND WHEREAS the Parties hereto are desirous of entering into an agreement, being these presents, to record the terms and conditions aforesaid.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED as follows:

1. Definitions and interpretation

1.1 Definitions

- 1.1.1 'Act' means the Companies Act, 2013, as amended, modified or re-enacted from time to time.
- 1.1.2 'Confidential Information' includes information relating to the business, products, affairs and finances of the Company or any of its associated companies or subsidiaries for the time being confidential to it or to them and trade secrets (including without limitation technical data and know-how) relating to the business of the Company, its subsidiaries or of any of its associated companies or of any of its or their suppliers, clients or customers.
- 1.1.3 'Intellectual Property' includes patents, trademarks whether registered or unregistered, registered or unregistered designs, utility models, copyrights including design copyrights, applications for any of the foregoing and the right to apply for them in any part of the world, discoveries, creations, inventions or improvements upon or additions to an invention, Confidential Information, know-how and any research effort relating to any of the above mentioned business, names whether registrable or not, moral rights and any similar rights in any country of the Company or any of its associated companies or subsidiaries.

1.1.4 'Parties' means collectively the Company and the MD & CEO and "Party" means individually each of the Parties.

1.2 **Interpretation**

In this Agreement, unless the context otherwise requires:

- 1.2.1 Any reference herein to any clause is to such Clause. The Recitals and Clauses to this Agreement including this Interpretation Clause shall be deemed to form part of this Agreement;
- 1.2.2 The headings are inserted for convenience only and shall not affect the construction of this Agreement;
- 1.2.3 Words importing the singular include the plural and vice versa, and words importing a gender include each of the masculine, feminine and neuter gender;

2. Term and Termination

- 2.1 Subject as hereinafter provided, this Agreement shall remain in force up to September 30, 2028 unless terminated earlier.
- 2.2 This Agreement may be terminated earlier, without any cause, by either Party by giving to the other Party six months' notice of such termination or the Company paying six months' remuneration which shall be limited to provision of Salary, Benefits, Perquisites, Allowances and any pro-rated Incentive Remuneration, including Stock Option plans, Performance Share plans (paid at the discretion of the Board), in lieu of such notice.

3. Duties & Powers

- 3.1 The MD & CEO shall devote his whole time and attention to the business of the Company and perform such duties as may be entrusted to him by the Board from time to time and separately communicated to him and exercise such powers as may be assigned to him, subject to the superintendence, control and directions of the Board in connection with and in the best interests of the business of the Company and the business of one or more of its associated companies and / or subsidiaries, including performing duties as assigned to the MD & CEO from time to time by serving on the boards of such associated companies and / or subsidiaries or any other executive body or any committee of thereof.
- 3.2 The MD & CEO shall not exceed the powers so delegated by the Board pursuant to clause 3.1 above.
- 3.3 The MD & CEO undertakes to employ the best of his skill and ability and to make his utmost endeavors to promote the interests and welfare of the Company and to conform

to and comply with the policies and regulations of the Company and all such orders and directions as may be given to him from time to time by the Board.

3.4 The MD & CEO shall undertake his duties from such location as may be directed by the Board.

4. Remuneration

4.1 So long as the MD & CEO performs his duties and conforms to the terms and conditions contained in this Agreement, he shall, subject to such approvals as may be required, be entitled to the following remuneration subject to deduction at source of all applicable taxes in accordance with the laws for the time being in force.

a. **Basic Salary:** ₹165,58,000/- per annum upto a maximum of ₹4,00,00,000/- per annum. The annual increment to be effective 1st April each year, will be decided by the Board and may be based on the recommendation of the Nomination and Remuneration Committee (“NRC”) as and when constituted in consonance with individual performance and the performance of the Company, within the aforementioned maximum basic salary limit.

b. **Benefits, Perquisites and Allowances:**

Details of Benefits, Perquisites and Allowances as per rules of the Company are as follows:

- House Rent and Maintenance Allowance of 50% of Basic Salary; Medical insurance cover and domiciliary expenses; Life insurance cover; Car facility; Telecommunication facility; Club Membership; and Leave and encashment of unavailed leaves.
- Other perquisites and allowances given below:
 - Leave Travel Concession/Allowance – 8% of Basic Salary
 - Other Allowances – 100% of Basic Salary
- Retirement benefits: Contribution to Provident Fund, Superannuation Fund or Annuity Fund and Gratuity Fund as per the rules of the Company.

c. **Performance Linked Bonus:** The target performance linked bonus will be 150% of Basic Salary per annum upto a maximum of 225% of Basic Salary per annum. This performance linked bonus would be payable subject to the achievement of certain performance criteria and such other parameters as may be considered appropriate from time to time by the Board which will be payable after the Annual Accounts have been approved. An indicative list of factors that may be considered for determining the extent of performance linked bonus by the Board, based on the recommendation of the NRC are:

- Company performance on certain defined qualitative and quantitative parameters as

may be decided by the Board from time to time.

- Industry benchmarks of remuneration.
- Performance of the individual.

d. In addition to the foregoing, the MD & CEO shall be entitled to share-based benefits as per policies/rules of the Company, not exceeding the maximum number of securities that may be granted to an eligible employee as per the Company's Share-based Long Term Incentive Scheme 2024 or such other scheme as may be introduced by the Company during the tenure of the MD & CEO pursuant to the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021, and subject to Clause 9 of the Composite Scheme of Arrangement approved by the Hon'ble National Company Law Tribunal, Mumbai Bench ("NCLT") vide its Order dated August 25, 2025 and Rectification Order dated September 10, 2025 relating to, *inter alia*, demerger of Commercial Vehicles business of the Company..

4.2. MINIMUM REMUNERATION

Notwithstanding anything to the contrary herein contained, where in any financial year during the currency of the tenure of the MD & CEO, the Company has no profits or its profits are inadequate, the Company will pay remuneration by way of basic salary, benefits, perquisites and allowances, performance bonus and Long Term incentive plan and retirement benefits as specified above, subject to compliance of applicable provisions of the Act and other applicable legislations, for the time being in force.

5. Variation

The terms and conditions of appointment of the MD & CEO and / or this Agreement may be altered and varied from time to time by the Board as it may, in its discretion deem fit, irrespective of the limits stipulated under Schedule V to the Act or any amendments made hereafter in this regard in such manner as may be agreed to between the Board and the MD & CEO, subject to such approvals as may be required.

6. Intellectual Property

6.1 The Parties acknowledge that the MD & CEO may make, discover or create Intellectual Property (IP) in the course of his employment and agree that in this respect the MD & CEO has a special obligation to protect such IP and use it to further the interests of the Company, or any of its associated companies or subsidiaries.

6.2 Subject to the provisions of the laws relating to intellectual property for the time being in force in India, if at any time during his employment, the MD & CEO makes or discovers or participates in the making or discovery of any IP relating to or capable of

being used in the business for the time being carried on by the Company or any of its subsidiaries or associated companies, full details of the Intellectual Property shall immediately be communicated by him to the Company and such IP shall be the absolute property of the Company. At the request and expense of the Company, the MD & CEO shall give and supply all such information, data, drawings and assistance as may be required to enable the Company to exploit the IP to its best advantage and the MD & CEO shall execute all documents and do all things which may be necessary or desirable for obtaining patent or other protection for the Intellectual Property in such parts of the world as may be specified by the Company and for vesting the same in the Company or as it may direct.

- 6.3 The MD & CEO hereby irrevocably appoints the Company as his attorney in his name and on his behalf to sign or execute any such instrument or do any such thing and generally to use his name for the purpose of giving to the Company or its nominee the full advantage of the provisions of this clause 6 and if in favour of any third Party, a certificate in writing signed by any director or the secretary of the Company that any instrument or act falls within the authority conferred by this clause shall be conclusive evidence that such is the case.
- 6.4 If the IP is not the property of the Company, the Company shall, subject to the provisions of the applicable laws for the time being in force, have the right to acquire for itself or its nominee, the MD & CEO's rights in the IP within 3 months after disclosure pursuant to clause 6.2 above on fair and reasonable terms.
- 6.5 The rights and obligations under this clause shall continue in force after termination of the Agreement in respect of IP relating to the period of the MD & CEO's employment under the Agreement and shall be binding upon his heirs and legal representatives.

7. Confidentiality

- 7.1 The MD & CEO is aware that in the course of his employment he will have access to and be entrusted with information in respect of the business and finances of the Company including intellectual property, processes and product specifications, etc. and relating to its dealings, transactions and affairs and likewise in relation to its subsidiaries, associated companies, customers or clients all of which information is or may be of a confidential nature.
- 7.2 The MD & CEO shall not except in the proper course of performance of his duties during or at any time after the period of his employment or as may be required by law divulge to any person whatever or otherwise make use of and shall use his best endeavors to prevent the publication or disclosure of any Confidential Information of the Company or

any of its subsidiaries or associated companies or any of its or their suppliers, agents, distributors or customers.

7.3 All notes, memoranda, documents and Confidential Information concerning the business of the Company and its subsidiaries or associated companies or any of its or their suppliers, agents, distributors or customers which shall be acquired, received or made by the MD & CEO during the course of his employment shall be the property of the Company and shall be surrendered by the MD & CEO to the Company upon the termination of his employment or at the request of the Board at any time during the course of his employment.

8. Non-competition

The MD & CEO covenants with the Company that he will not, during the continuance of his employment with the Company, without the prior written consent of the Board, carry on or be engaged, directly or indirectly, either on his own behalf or on behalf of any person, or as manager, agent, consultant or employee of any person, firm or company, in any activity or business, in India or overseas, which shall directly or indirectly be in competition with the business of the Company or its holding company or its subsidiaries or associated companies. The application of this clause needs to be read in conjunction with the relevant clauses in the Tata Code of Conduct, referred to in Clause 10 below.

9. Selling Agency

The MD & CEO, so long as he functions as such, undertakes not to become interested or otherwise concerned, directly or through his spouse and / or children, in any selling agency of the Company.

10. Tata Code of Conduct

The provisions of the Tata Code of Conduct shall be deemed to have been incorporated into this Agreement by reference. The MD & CEO shall during his term, abide by the provisions of the Tata Code of Conduct in spirit and in letter and commit to assure its implementation.

11. Personnel Policies

All Personnel Policies of the Company and the related Rules which are applicable to other employees of the Company shall also be applicable to the MD & CEO, unless specifically provided otherwise.

12. Summary termination of employment

The employment of the MD & CEO may be terminated by the Company without notice or payment in lieu of notice:

- a. if the MD & CEO is found guilty of any gross negligence, default or misconduct in connection with or affecting the business of the Company or any subsidiary or associated company to which he is required by the Agreement to render services; or
- b. in the event of any serious or repeated or continuing breach (after prior warning) or non-observance by the MD & CEO of any of the stipulations contained in the Agreement; or
- c. in the event the Board expresses its loss of confidence in the MD & CEO.

13. Termination due to physical / mental incapacity

In the event the MD & CEO is not in a position to discharge his official duties due to any physical or mental incapacity, the Board shall be entitled to terminate his contract on such terms as the Board may consider appropriate in the circumstances.

14. Resignation from directorships

Upon the termination by whatever means of his employment under the Agreement:

- a. the MD & CEO shall immediately cease to hold offices held by him in any subsidiaries or associate companies of the Company without claim for compensation for loss of office by virtue of Section 167(1)(h) of the Act and shall resign as trustee of any trusts connected with the Company.
- b. the MD & CEO shall not without the consent of the Board at any time thereafter represent himself as connected with the Company or any of its subsidiaries and associated companies.

15. Agreement co-terminus with employment / directorship

If and when this Agreement expires (without renewal) or is terminated for any reason whatsoever, Mr Chandra will cease to be the MD and CEO and also cease to be a Director of the Company. If at any time, he ceases to be a Director of the Company for any reason whatsoever, he shall cease to be the MD & CEO and this Agreement shall forthwith terminate. If at any time, the MD & CEO ceases to be in the employment of the Company for any reason whatsoever, he shall cease to be a Director and MD & CEO of the Company.

16. Other Directorships

The MD & CEO covenants with the Company that he will not during the continuance of his employment with the Company accept any other directorships in any company or body corporate without the prior written consent of the Board.

17. Non-Solicitation

The MD & CEO covenants with the Company that he will not for a period of 1 year immediately following the termination of his employment under this Agreement, without the prior written consent of the Board endeavor or entice away from the Company any Senior Management Personnel who has at any time during the year immediately preceding such termination been employed or engaged by the Company or affiliates at any time during the year immediately preceding termination.

18. Notices

Notices may be given by either Party by letter addressed to the other Party at, in the case of the Company, its registered office for the time being and in the case of the MD & CEO his last known address and any notice given by letter shall be deemed to have been given at the time at which the letter would be delivered in the ordinary course of post or if delivered by hand upon delivery and in proving service by post it shall be sufficient to prove that the notice was properly addressed and posted by hand or by electronic mail.

19. Miscellaneous

19.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of India.

19.2 Jurisdiction

The Parties have agreed to the exclusive jurisdiction of the Indian courts.

19.3 Entire Agreement

This Agreement contains the entire understanding between the Parties and supersedes all previous written or oral agreements, arrangements, representations, and understandings (if any) relating to the subject matter hereof. The Parties confirm that they have not entered into this Agreement upon the basis of any representations that are not expressly incorporated into this Agreement. Neither oral explanation nor oral information given by any Party shall alter or affect the interpretation of this Agreement.

19.4 Waiver

A waiver by either Party of a breach of the provision(s) of this Agreement shall not constitute a general waiver, or prejudice the other Party's right otherwise to demand strict compliance with that provision or any other provisions in this Agreement.

19.5 Severability

Each term, condition, covenant or provision of this Agreement shall be viewed as separate and distinct, and in the event that any such term, covenant or provision shall be held by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to operate.

19.6 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute the same agreement.

IN WITNESS WHEREOF these presents have been executed by the Parties hereto on the day and year first above written.

The Common Seal of

Tata Motors Passenger Vehicles Limited

(Formerly Tata Motors Limited)

was hereunto affixed in the presence of

Mr. N. Chandrasekaran
Board Chairman of the Company

Witnesses:

SIGNED, SEALED AND DELIVERED
by the said Mr. Shailesh Chandra
in the presence of:

Witnesses: