

Government of Jharkhand

Receipt of Online Payment of Stamp Duty

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Agreement

District Name: EastSinghbhum

Stamp Duty Paid By: TATA MOTORS LIMITED

Purpose of stamp duty paid: AGREEMENT

First Party Name: TATA MOTORS LIMITED

Second Party Name: ARKA JAIN UNIVERSITY JHARKHAND

GRN Number: 2501684999

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इस रसीद का उपयोग केवल एक ही दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुन: प्रिन्ट कर अथवा फोटो कॉपी आदि द्वारा इसी रसीद का दुसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is made and entered into by and between "TATA MOTORS LIMITED (TML)" and "ARKA JAIN University, Jharkhand (AJU)" on 8th May 2025 with effect from the 1st April 2025. The entities listed above may collectively be referred to as the parties to this MoU.

TATA MOTORS LIMITED (CIN: I.28920MH1945PLC004520), a company incorporated under the Companies Act, 2013, with its registered office at Bombay House, 24, Homi Mody Street, Mumbai - 400001, (hereinafter referred to as "TML," which, unless inconsistent with the subject or context, shall include its legal representatives, successors, and permitted assigns);

AND

ARKA JAIN University, Jharkhand is a NAAC "A" grade university recognized under section 2f of UGC and established by the JHARKHAND State Legislature under "The ARKA JAIN University Act" in the year 2017, located at District – Seraikela – Kharswan, Jharkhand (hereinafter referred to as "AJU," which, unless inconsistent with the subject or context, shall include its legal representatives, successors, and permitted assigns). The university has affiliations, recognitions and memberships from such statutory and affiliating bodies as AICTE, BCI, PCI, OCI, INC, JNRC, AIU, ASCO India.

- 1. TML and AJU shall hereinafter be referred to individually as a "Party" and collectively as "Parties". WHERE AS
- 1.1 TML is engaged in the business of manufacturing automobile with the objectives of offering innovative mobility solutions
- 1.2 AJU is UGC recognized state private University of Jharkhand and offer programs in the domains of engineering & technology, management, commerce, biotechnology, pharmacy, optometry, English, mass communication, fashion design, law, nursing.

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- 1.3 TML, in association with AJU is desirous of partnering with NAPS stakeholder, Quess Corp Ltd. where Quess is India's leading business services provider of technology-enabled staffing and managed outsourcing services across processes such as sales & marketing, customer care, after-sales service, back office operations, telecom operations, manufacturing Operations, facilities and security management, HR & F&A operations, IT & mobility services and other allied services to various industrial and commercial establishments throughout India
- 1.4 AJU has agreed to offer diploma in engineering in mechatronics program and placement assistance under the National Apprenticeship Promotion Scheme (NAPS) to the eligible apprentice candidates deployed by NAPS stakeholder at TATA Motors Limited, Jamshedpur plant, District East Singbhum, Jamshedpur-831010. The collaboration aims to impart employable skills to youth through diploma program and also assist trainees with placement opportunities.
- 1.5 All parties involved (TML, AJU, and NAPS stakeholder) will ensure that the candidates understand they are engaged as 'Apprentices' under NAPS.
- 1.6 The NAPS stakeholder shall be solely responsible for payment of applicable stipend to the apprentices. TML & NAPS stakeholder have executed a separate agreement dated 3rd March 2023 to record the understanding between the two.

2. NOW THIS AGREEMENT WITNESSETH THE TERMS AND CONDITIONS DETAILED HERE UNDER:

2.1. Definitions:

Unless the context otherwise requires or unless otherwise defined or provided for herein, the capitalized terms used in this Agreement shall have the following meanings:

- "Act" means the Apprentices Act, 1961 and the rules, regulations, circulars, or guidelines made thereunder, from time to time.
- "Apprentice(s)" shall have the same meaning as assigned to it under the Act;
- "Apprenticeship training" is a course of training in any industry or establishment.
 Apprenticeship training consists of on-the-job-training (OJT)/practical training at workplace.
- "An Apprentice" is a person who has entered into a contract of apprenticeship with NAPS stakeholder for apprenticeship training under the Apprenticeship Act.

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- Scheme of study means detailed study plan or syllabus outlining of curriculum approved by statutory body of the university that will be syllabus will be taught to the apprentice candidates and assessed
- "Diploma in Engineering" means 3 years diploma in engineering degree to be awarded at the end of successful completion of the program and corresponds nomenclature as approved by theoretical and practical instruction related to the trade in which on the job training is to be imparted;
- "On-the-job Training" means the technical and/or non-technical on the job practical training in the designated trade to be provided by TML to the Apprentice(s), at the premises of TML;
- "Optional Trade (OT)" means any trade or occupation or any subject field in engineering or non- engineering or technology or any vocational course as may be determined by NAPS stakeholder for the purposes of this Act and not covered under Designated Trades;
- "National Apprenticeship Promotion Scheme (NAPS)" is a scheme launched by the Government of India, on 19th August 2016, to promote the apprenticeship program in India
- "Training period" shall be as per Rule 7 of the Apprenticeship Rules, 1992.

3. Scope of Training

- 3.1 The Apprentices in the age group of 18-23 years will be enrolled in batch size of 40-50 in 3 years / 2-year Diploma in Engineering (Mechatronics) program offered by AJU as per the eligibility of the candidates.
- 3.2 The Apprentice(s) will pursue full-time course alongside their apprenticeship.
- 3.3 The Apprentice(s) shall under no circumstance be deemed to be the employees of TML, AJU and NAPS stakeholder.
- **3.4**TML shall be solely responsible for providing adequate infrastructure/facilities to meet the requirement of prescribed curriculum of the program in accordance with the Act.
- **3.5**A person shall be eligible for being engaged as an apprentice inter alia if he/she satisfies the minimum standards of physical fitness specified in the Act.
- 3.6 The training program will be conducted under the National Apprenticeship Promotion Scheme (NAPS).

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- 3.7 Apprentices will be required to sign a formal agreement in the required format.
- 3.8 Apprentices must meet the minimum physical fitness standards as per the Act to be eligible for engagement.
- 3.9 Upon successful completion of diploma in engineering program, TML will strive to facilitate placement asisstance with channel partners, suppliers, and vendors.
- 3.10 TML is not obligated to offer permanent employment to Apprentices.
- 3.11 AJU and NAPS stakeholder will also assist in the placement of apprentices.
- 3.12 TML, AJU or NAPS stakeholder has no obligation to provide permanent employment within its organization or its group companies to the Apprentices.
- 3.13 In case of apprentice discontinues the training their participation in the program shall automatically terminate.

4. Roles and Responsibilities of TML

- **4.1 Program Management:** TML will oversee the overall program management in coordination with AJU and NAPS stakeholder.
- **4.2 Deployment of Trainees:** TML will deploy NAPS-enrolled trainees in batches of 40-50 to the AJU program.
- **4.3** Training Infrastructure: TML will provide necessary infrastructure to support the teaching learning and delivery process of the program in scope i.e. Diploma in Engineering (Mechatronics) Program.
- **4.4 On-the-Job Training:** TML will deliver on-the-job training and apprenticeship for the specified duration and job roles assigned to Apprentices.
- **4.5** A) Classroom & Practical Sessions: TML will facilitate classroom infrastructure for theory and practical sessions at AJU one (1) day per week.
 - B) Office Space & Facilities for AJU: TML will provide office space and necessary facilities within the plant premises for AJU trainers and staff, including: Storage space, Internet access & Printing facilities.
 - **4.6** Apprentice Discipline Management: TML will manage discipline and report Apprentice misconduct (including misbehaviour, misconduct, or absconding) to the NAPS partner via email for necessary action.

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- 4.7 Canteen Facilities: TML will provide canteen facilities to AJU trainers and staff at subsidized rates.
- 4.8 Placement & Higher Education Support: TML may facilitate placement assistance and higher education opportunities on a best-effort basis.
- **4.9** Payment of Higher Education Fees: TML will pay the monthly higher education fee to AJU, as per Annexure A.
- 5. Roles and Responsibilities of AJU (Educational Partner)
- **5.1. Conducting Diploma Programs:** AJU will conduct the Diploma program as per the mutually agreed terms and conditions with TML.
- **5.2 Induction Training for Apprentices:** AJU will conduct "Rope-In and Induction Training" for the first two (2) weeks before deploying NAPS trainees for on-the-job training (OJT). The batches will be inducted half yearly as per the academic calendar and mutually agreed with TML.
- **5.3 Program Schedule Management:** AJU will plan and execute the program schedule, ensuring a 5+1 days per week structure for classroom and OJT training.
- **5.4 Curriculum Development and Updates**: AJU will develop the Diploma curriculum in collaboration with TML. The syllabus will be reviewed annually and updated to match market skill demands.
- **5.5 Semester-Wise Academic Programs:** AJU will conduct semester-based programs, including theory classes, evaluations, and examinations.
 - **5.6 Coordination with TML and NAPS** stakeholder: AJU will coordinate with TML and NAPS stakeholder for:
 - Functional and mandatory training
 - Other program requirements as needed.
- **5.7 Deployment of Subject Experts:** AJU will provide subject matter experts for conducting theory, lab, and other training sessions as required.
 - 5.8 Learning Materials and Welcome Kit: AJU will provide a welcome kit, including:
 - A printed booklet
 - Course materials for students.
- **5.9 Program Progress Reporting:** AJU will publish a monthly Program MIS (Management Information System) report.

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5.10 Certification and Diploma Awarding: AJU will award a Diploma at the end of the program to trainees who successfully meet:

- On the basis of Assignment
- Theory assessment criteria
- o OJT performance standards based on AJU program guidelines.

5.11 Placement and Higher Education Assistance

- AJU will provide placement support for successful trainees.
- AJU will also assist in higher education opportunities i.e B Tech Lateral Entry for successful pass out trainees.

5.12 Termination Due to Academic Failure

- AJU will handle termination of trainees due to academic failure as per its internal norms.
- AJU will inform TML and NAPS stakeholder about such terminations via email.
- 5.13 Transport facility AJU will provide transport facility to students to visit campus in case of any practical / other classes scheduled in the campus.

6. TERM

This Agreement shall take effect from 1st April, 2025 ("Effective Date") and remain in force until 31st March, 2028 (the "Term"), unless terminated earlier in accordance with its terms and conditions. Both parties agree to mutually discuss and finalize a new 'Learn and Earn' model/scheme which AJU may propose under progressive education policies or skilling programs introduced or modified by the Government from time to time.

- 7. Obligations of TML: TML agrees and commits to AJU that it shall:
- 7.1 Ensure that personnel providing on-the-job training are competent and qualified as per the Act.
- 7.2 Adherence to Agreement Refrain from any action that may negatively impact its obligations under this Agreement.
- 7.3 Health & Safety Standards Maintain health, welfare, and safety standards during the training period.
- 7.4 Work Hours Compliance Ensure Apprentices do not undergo training beyond designated work hours without prior approvals.
- 7.5 Rules & Regulations Access Provide Apprentices with access to TML's rules and regulations.
- 7.6 Regular Review Meetings Conduct periodic meetings with AJU to review and discuss issues for training improvement. mand Rudher

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- 7.7 Employment Notification Immediately inform AJU in writing if it wishes to offer employment to any Apprentice after training.
- 7.8 Liability for Non-Compliance Be liable for any claims arising due to non-compliance with the above obligations.
- 8. Obligations of AJU: AJU agrees and commits to TML that, throughout the term of this Agreement, it shall:
- **8.1 Adherence to Agreement** Avoid any actions that could **negatively impact its obligations** under this Agreement.
- 8.2 Qualified Faculty Ensure that all personnel teaching the courses are competent and qualified to meet industry standards.
- 8.3 Professional Compliance Abide by the terms and conditions of this Agreement in a professional and responsible manner.

9. General Representations and Warranties

Each Party represents, warrants, and covenants that:

9.1 Legal Existence and Authority

 The Party is legally established under applicable laws and has the authority to execute and perform its obligations under this Agreement.

9.2 No Conflict with Existing Agreements

 The execution, delivery, and performance of this Agreement do not contravene, conflict with, or violate any provisions of the Party's constitutional documents or any other agreement to which it is a party.

9.3 No Ongoing Legal Proceedings

The Party is not involved in any pending civil or criminal proceedings that may negatively
impact this Agreement or its obligations.

9.4 Financial Solvency

 The Party is solvent and has not filed for bankruptcy, insolvency, or winding up, nor are there any pending legal proceedings related to such matters.

9.5 Compliance with Laws

• The Party shall adhere to all provisions of the **Act and other applicable laws** in relation to its obligations under this Agreement.

9.6 No Breach Notices from Authorities

• The Party has **not received any official notice** from a governmental authority regarding non-compliance or breach of applicable laws.

9.7 Right to Terminate for Misrepresentation

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• If either Party has reason to believe that the other Party has made any misrepresentations during the term of this Agreement, it reserves the right to immediately terminate the Agreement.

10. Compliance with Evolving Labour Laws

- **10.1**Both Parties acknowledge that the Government has introduced **new labour codes**, consolidating various existing labour laws.
- **10.2**Since the **implementation dates** of these labour codes are still pending, both Parties agree to **collaborate** and ensure full **compliance** once they come into effect.

11. ASSESSMENT AND CERTIFICATION

- 11.1Continuous Internal Assessment: Combination of assignments, quizzes, Tests and projects throughout the course.
- 11.2Mid Term Examination: Midterm examination will be held in between the semester.
- 11.3Final Examinations: Comprehensive exams at the end of each Semester.
- 11.4Degree: Diploma in Engineering in Mechatronics will be awarded upon successful completion of the program, recognized by UGC and AICTE.

12. Confidentiality

The recipient is obligated to keep such information confidential and not disclose it nor to permit the disclosure of it to any third party

12.1 Definition and Protection of Confidential Information

- "Confidential Information" refers to all proprietary or sensitive information of each Party, including any information related to the Apprentice(s), that is either explicitly marked as confidential or should reasonably be understood as such.
- Confidential Information shall only be shared to the extent necessary for the performance of this Agreement.
- Both Parties acknowledge the sensitivity and competitive value of such information and agree not to disclose it to any third party without prior written consent from the other Party.
- Confidential Information shall be used exclusively for the purposes of this Agreement, and
 each Party shall protect it with a standard of care at least equal to that applied to its own
 sensitive information.

12.2 Exceptions to Confidentiality Obligations: Confidentiality obligations do not apply to information that:

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- Is already publicly available.
- Is received from a third party without restrictions on disclosure.
- Is independently developed by the receiving Party.
- Must be disclosed due to **legal requirements**, court orders, or directives from a **government**, **regulatory**, **or supervisory authority**.
- In such cases, the disclosing Party shall be consulted, where feasible, regarding the **form**, **nature**, **and purpose** of disclosure.

12.3 Compliance with Data Protection Laws

- Any data exchanged under this Agreement—including personal, financial, health, biometric, or business-related data—shall be processed in compliance with all applicable data protection laws, including but not limited to the Information Technology Act, 2000 and its associated rules.
- Each Party shall ensure that its **employees**, **representatives**, **and agents** comply with required **personal data protection**, **security**, **and integrity** measures.
- Data received from the other Party shall be used solely for the intended purposes and shall be safeguarded against unauthorized access, processing, loss, destruction, or damage.
- Any breach of data protection obligations shall constitute a material breach of this Agreement, making the breaching Party solely liable for resulting damages.
- Upon request by the disclosing Party or termination of this Agreement, the receiving Party shall return or destroy all copies of Confidential Information and provide written confirmation, if required.
- The receiving Party shall **indemnify and hold harmless** the disclosing Party against all **claims**, **losses**, **and damages** resulting from a breach of confidentiality.

12.4 Survival of Confidentiality Obligations

The confidentiality obligations outlined in this Clause shall remain in effect for a period of five (5) years after the termination or expiration of this Agreement.

13. Liability Restrictions

No Liability for Certain Damages: Neither party shall be liable to the other party or its representatives for special, exemplary, incidental, indirect, consequential, or punitive damages.

14. Termination

14.1 Termination Due to Breach

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If either Party (or its representatives, employees, or sub-contractors) breaches this Agreement in a way that can be remedied and fails to correct the breach within sixty (60) immediately terminate the Agreement.

14.2 Termination by Mutual Consent

Either Party may choose to terminate the Agreement through **mutual consent** by providing ninety (90) days' **advance written notice** to the other Party.

14.3 Termination Due to Bankruptcy or Insolvency

Either Party may immediately terminate the Agreement if the other Party:

- Becomes subject to bankruptcy or insolvency proceedings.
- Enters proceedings related to a composition with creditors.
- Makes an assignment for the benefit of creditors.
- Has a **custodian**, **receiver**, **or similar authority** appointed to manage or liquidate all or part of its business, property, or assets.
- Has an order issued or resolution passed for its winding up or liquidation?
- Initiates any corporate proceedings for liquidation, winding up, or dissolution.

14.4 Survival of Rights and Obligations

- The expiry or termination of this Agreement shall not affect any rights or liabilities accrued before termination.
- Any continuing obligations of the Parties shall remain in effect after termination.

14.5 Return or Destruction of Confidential Information

 Upon termination or expiration, both Parties must destroy or return all Confidential Information (in any form) within 10 days from the termination or expiration date.

14.6 Obligation to Complete Apprentice Training

 In the event of termination of this Agreement under its terms, both Parties agree to continue fulfilling their responsibility

15. Governing Law and Jurisdiction

15.1 Applicable Law

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

15.2 Exclusive Jurisdiction

. Any disputes arising under this Agreement shall be subject to the sole and exclusive jurisdiction of the courts in Jamshedpur.

15.3 Dispute Resolution through Amicable Consultation

- The Parties agree to make their best efforts to resolve any disputes through good-faith consultation and mutual understanding.
- Such consultation shall not prejudice either Party's right to pursue legal remedies.

15.4 Arbitration Process

- If the dispute remains unresolved within a reasonable time, the matter shall be referred to a single arbitrator, mutually appointed by all Parties.
- The arbitration shall be conducted as per the provisions of the Arbitration & Conciliation Act, 1996, including any statutory modifications.
- The arbitration venue shall be Jamshedpur, and the proceedings shall be conducted in English.

15.5 Costs of Arbitration

- Each Party shall bear its own costs related to arbitration.
- The arbitrator's fees shall be shared equally by both Parties.

16. Miscellaneous Provisions

16.1 Assignment Restrictions

Assignment:

Neither Party shall assign any of its rights or obligations under this Agreement, in whole or in part, without the prior written consent of the other Party, other than to an Affiliate, who is assuming the relevant business of the relevant Party, pursuant to a Deed of Assignment executed between such Party and its Affiliate.

"Affiliate" means with respect to any Person, any other person, including a natural person that is directly or indirectly, through one or more intermediate persons, Controlling, Controlled by, or under common Control with, such Person. It is clarified that with respect to [TML or any of their Subsidiaries & group companies], in addition to above, an Affiliate shall also include a Person that: (i) is, directly or indirectly, Controlled by or under the common Control with, TATA Sons Private Limited (including any of its successors) and / or (ii) has Tata Sons Private Ltd (including any of its successors) or any of its subsidiaries classified as the promoter / Anaud Mund

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promoter group of such Person; and/or (iii) is validly entitled to use the "TATA" brand name in its corporate name:

"Control" (including with correlative meaning, the terms "Controlling" and "Controlled") shall mean, directly or indirectly, (a) the beneficial ownership of more than 50% (fifty percent) of the voting securities of a Person; (b) the possession of the power to direct the appointment / removal of not less than 50% (fifty percent) of the management, board, governing body or trustees of a Person; or (c) the possession of the power to direct or cause the direction of the management, affairs or policy decisions of a Person, whether pursuant to a contract or otherwise.

16.2Independent Contractor Relationship

- The Parties acknowledge that the relationship between the parties shall be on a principal to principal basis.
- This Agreement does not create a partnership, joint venture, or employer-employee relationship between them.
- Neither Party shall act as a facilitator, partner, employee, or representative of the other.

16.3 Severability

• If any provision of this Agreement is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable.

16.4 Notices and Communication

- All notices and communications shall be in writing, in English, and addressed to the respective offices mentioned in this Agreement.
- Any changes in address must be promptly communicated in writing.
- Notices may be served via:
 - Email (deemed served upon acknowledgment or after 24 hours).
 - o Courier (deemed served upon delivery).
 - Registered post (deemed served upon receipt by postal authorities).
 - o Facsimile transmission (deemed served at the time of transmission).
 - Hand delivery (deemed served upon receipt).

16.5 Waiver of Rights

- No provision of this Agreement may be waived unless expressly done in writing and signed by the affected Party.
- Failure to enforce any provision at any time does not waive the right to enforce it in the future.

16.6 Entire Agreement

This Agreement, including its Recitals and Annexures, constitutes the complete understanding between the Parties.

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No modifications shall be valid unless mutually agreed in writing by both Parties.

16.7 Amendments

• Any changes or amendments to this Agreement must be documented in writing and executed by both Parties.

16.8 Execution in Counterparts

• This Agreement may be **executed in multiple counterparts**, each deemed an **original** but forming part of the same Agreement.

16.9 Ethics and Compliance

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- The Parties agree to **conduct business legally** and in compliance with their respective corporate policies.
- No Party shall offer or accept bribes, gifts, or material favours to influence this Agreement.
- Any violation of ethical compliance shall be considered a material breach.
- In the event of an ethical breach, the non-defaulting Party may immediately terminate the Agreement without judicial intervention and pursue any available legal remedies.

IN WITNESS WHEREOF, the Parties have affixed their signatures to this Agreement on the day month and year first above written.

month and year first above written

For Tata Motors Ltd. Signature: By its duly Constituted Attorney	Witnessed By Signature:		
Name: Sunil Tiwari Designation: HEAD JAMSHEDPUR PLANT, TATA MOTORS LTD.	Dy. General Manager SKILL DEVELOPMENT SKILL DEVELOPMENT SKILL DEVELOPMENT SKILL DEVELOPMENT TATA Motors Ltd. TATA Motors Ltd. Jamshedpur831010 Designation: Head Skill Development, Jamshedpur		

For ARKA JAIN University	Witnessed By	
Signature:	Signature:	
Registrar REGISTRAL University	OSULA ? SAM UNILED SO JHARKHAND SO	
Name: Dr. Amit Kumarashrivastav	Name: Dr. Ashwini Kumar	
Designation: Director & Registrar, ARKA JAIN UNIVERSITY	Designation: Asst. Dean, ARKA JAIN UNIVERSITY	

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ANNEXURE A COMMERCIALS

Description	Rate
Training Fees*payable by TML towards program fees conducted by AJU for the NAPS trainees as per (5+1) day per week OJT & Classroom session model of AJU, at TML plants	Any other costs and expenses will be extra on

RMS AND CONDITIONS:

Reimbursement and Payment Terms

1. Reimbursement of Costs

 TML shall reimburse the actual cost of course materials for the Diploma program to AJU.

2. Training Fees

- The agreed training fee is Rs 975/- per trainee per month.
- This fee is applicable for each TML plant based on the number of trainees at each location.
- o The amount is payable in full.
- Prorated billing will be applied only at the time of a trainee's entry or exit from the program.

3. Payment Terms

- AJU will send the invoice on the 1st of every month.
- The billing cycle will cover the period from the 1st of the previous month to the Last day of the current month.
- TML shall release the payments to AJU by the 30th of every month (1 month required for the process of Payment)

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ANNEXURE B

Following are the list of location including industry type where Apprentice have been deployed under the terms and conditions of this agreement.

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Name of the company	Industry Type	Designation/ optional Trade	Full address of the Premises where Apprentice will be deployed
TATA MOTORS LIMITED, Jamshedpur	Manufacturing	Diploma in Mechatronics Engineering	TML , JAMSHEDPUR

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