ADITYA BIRLA

UltraTech

APPOINTMENT LETTER

UTCL/GCW/LOI/2023-24

12 September-2023

To,
Indalkumar Goshwami
45, Tilaknagar, New RTO Road,
Vastral, Ahmedabad-382418

Dear Indalkumar Goshwami,

We are pleased to appoint you as **Junior Officer (Job Band: S4)** in **Administration Department** at **Gujarat Cement Works** and reporting to **Dhananjay Chaubey [Deputy Manager -SH Security]** of Ultratech Cement Limited, Unit: Gujarat Cement Works. Your appointment is effective from your Date of Joining i.e., **12- Sep- 2023.**

Your employment with the Company shall be subject to the following terms and condition: -

1. Details of your compensation are as per attached Annexure "A". The payment of compensation shall we subject to deduction of Income Tax as per prevailing Income Tax rates and other statutory deduction, as may be required in accordance with application laws in force from time to time. The variable pay/ performance linked pay component of your compensation is payable to you upon successful meeting of certain conditions as per company's policy in this regard and, amongst others, you have to be a confirmed employee on the rolls of the company to be eligible to receive this i.e. this component of compensation is not payable during the probation period/prior to confirmation. During your first of joining you shall be eligible to receive proportionate variable pay/performance linked pay as per the applicable policy, for details of which please refer to the variable pay/performance linked pay plan of your business. In case you resign for the organisation in the middle of the financial year no variable pay/ performance linked pay shall be paid to you received AIP Pay out shall be recovered (pre-tax) in case you separate before completing a year with the group. (The variable pay/ performance will be applicable for Management Cadre Employee only).

2. Your compensation may be revised from time to time in accordance with Company's policies.

Probation, Confirmation and Separation:

2. Initially you will be on probation for a period of 6 (Six) months from the Date of Joining the Company and your confirmation thereafter would be in writing and would depend on your satisfactory performance, else you would continue in probation till such time as your services are either confirmed in writing or terminated as per clauses below.

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Gujarat-365 541

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Fax +91 2794 283087
CIN L26940MH2000PLC128420

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Mahakali Caves Rd., Andheri (E), Mumbai-400 093.
Tel. +91 22 66917800 Fax +91 22 66928109
Website www.ultratechcement.com

4. Once confirmed, unless the employment is terminated earlier, you shall continue to be in the employment of the Company up till attainment by you of the age of superannuation, as set out in the Company policy from time to time, which at present is **58** years. Your superannuating age will be calculated against the date of birth proof submitted at the time of joining the Company.

5. During the probation either party may terminate the service by (i) giving **30** days' written notice; or (ii) payment in lieu of notice period to be paid by the party terminating the services to the non-terminating party.

6. Post confirmation, either party may terminate the service by (i) giving **30** days' written notice; or (ii) payment in lieu of notice period to be paid by the party terminating the services to the non-terminating party.

7. **Payment in Lieu of Notice Period:** In case either party wishes to make payment instead of continued employment during the notice period (both during the probation period and post confirmation) then the same can be calculated on a daily basis, on the basis of **Guaranteed Cash Component.** The payment shall have to be made for the number of days falling short of the notice period.

8. It is clarified that the Company reserves the right to either to accept or to deny, at its sole management discretion, the payment in lieu of notice period, if so requested by the employee, both during probation period and post confirmation, and may ask the employee to serve the full notice period.

9. The employee cannot avail of any privilege leave during the notice period, except with the prior approval of the head of department/function. It is clarified that the employee is not entitled to any privilege leave during probation period, thus, cannot claim to avail the same during the notice period in case of termination of employment during the probation period.

10. The final relieving of the employee from the employment shall be subject to (i) the employee's satisfactory handover of the duties and all information and documents pertaining to the work of the employee to the Company's representative or the employee's successor; (ii) settlement of outstanding dues payable form the employee to the Company; (iii) service of notice period or payment in lieu thereof, as the case may be; and (iv) clearance from your immediate supervisor and such other departments as may be prescribed in the Company Policy.

11. **Termination for Cause:** The Company reserves the right to terminate your employment immediately without giving a notice period of service or payment in lieu of notice period in case reason for the same exists ("**Termination for Cause**"), which circumstances include but are not limited to: (i) any violation of the terms and conditions of employment as contained in this letter or as contained in any of the rules, regulations and policies of the Company, as shall be amended from time to time; (ii) In case the Company : finds you guilty of misconduct, dishonesty or acting in a manner prejudicial to or conflicting with the interests of the Company; and (iii) in case you absent yourself from the services of the Company without prior approval for fifteen (15) consecutive days or overstay sanctioned leave without prior intimation and approval by fifteen (15) consecutive days; in this case you will be deemed to have abandoned service voluntarily and shall have to pay to the Company payment in lieu of notice.

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Actions Upon Ending of Employment:

12. In the event your retirement (upon attaining the age of superannuation), separation or termination of your employment by the Company for any reason whatsoever, you will promptly return to the Company, all documents, files, notes, lists, credit cards, computer disks, recordings, print-outs, drawings, any other assets (including, without limitations, any materials reflecting or containing Confidential Information) that are in your possession or under your control and that relate to the operation and business of the Company. You shall not be entitled to retain any duplicates or summaries of or notes on any of the foregoing.

13. In case you are provided with accommodation by the Company, then upon end of your employment with the Company, howsoever caused, you shall vacate the premises in accordance with the rules of the location of your posting and of the Company and within the time frame prescribed therein, subject to any other time frame as may be specifically communicated to you in writing.

Leaves:

14. You will be governed by the Company's leave policy in force and as applicable to your category of employees from time to time.

Traveling:

15. In the course of your employment, you may be required to travel to domestic and foreign locations in connection with the Company's business, according to the directions and instructions issued by the Management, from time to time, for which you will be reimbursed expenses in accordance with the relevant travel policies.

Transfer:

16. Your services are liable to be transferred, as per Company Policy, to any other associate or affiliate entity of the Company and such transfer can be to any other domestic or international location. Upon transfer you shall be paid relocation expenses as per Company Policy. The Company is a part of the Aditya Birla Group and the companies in the Aditya Birla Group are affiliates of the Company. It is understood and agreed that the Company shall have the right to transfer/second you, as the case may be, to any function or business group, any other location within India or overseas, or to its affiliate and subsidiary organizations, at any time in the future, whether present or set up in future. All such transfers shall be on continuity of service basis, however, upon such transfer you shall be governed by the rules, regulations and policies of such new employer and all your legal rights and remedies shall only be against such new employer.

Confidentiality & Non-Disclosure:

17. You agree that during your employment you may have access to or acquire, through the Company, its employees, clients, vendors, service providers etc., various kinds of information pertaining, amongst others, to the business, employees, clients and other stakeholders of the Company and that all such information ("**Confidential Information**") shall be treated as confidential and shall not be disclosed by you to any third party or even other employees of the Company. Disclosure of Confidential Information to other employees of the Company shall be purely on a need to know basis. You should refrain from sharing any information – whether words, images, logos or videos – that is Confidential or proprietary to the Company through any modes of media, including public newspaper, journal, television channels, online media, news channels or otherwise. You shall not release/ disclose on media, any internal

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communication intended solely for the information of all employees of the Company nor shall you associate yourself with any group or entity engaging in such activities without the prior approval of the management. You shall not publish or communicate, in any manner, any derogatory or defamatory content about the Company, its associates, affiliates, management or other employees. You understand and agree that you have a continuing obligation not to use, publish or otherwise disclose either during or after your employment with the Company, any trade secrets, Confidential or proprietary information belonging to, or concerning or referring to the Company, or any client or customer of the Company. You acknowledge that should you breach this provision, the Company will suffer immediate and irreparable harm and that money damages will be inadequate relief and therefore, you agree that should you breach this provision; the Company will be entitled to injunctive relief to enforce the provisions contained herein.

18. During the continuance of your employment with the Company and thereafter, any process, practice, discovery or invention ("Invention") developed or acquired by you in the course of discharging of the assigned duties, shall remain the sole property of the Company and same shall not be used in any manner whatsoever by you without the specific knowledge and express permission of the Company, post cessation of your employment with the Company, and you hereby assign all rights, title and interest in such Invention to the Company and agree to help the Company to perfect its title to the same.
19. During the period of your employment with the Company and for a period of one year thereafter you agree you shall not, whether directly or indirectly, induce or solicit any person employed or engaged by the Company or its affiliate companies (whether as an employee, consultant, advisor or in any other manner) to terminate their contractual relationship with the Company; and become an employee of, or directly or indirectly offer services in any form or manner to any other company, person or entity. You shall keep the Company indemnified in respect of any loss that may be caused to it as a result of breach of this covenant by you.
20. During the period of your employment with the Company and for a period of one year thereafter you agree that you shall not, whether directly or indirectly, solicit or induce any customer to remove its business from or reduce its business with the Company or its affiliates.
21. You agree to keep strictly confidential in whole or in part, the terms of this letter/agreement and further agree not to disclose the terms of employment to any person and entity except as required by law or legal process and except for disclosure to your attorneys, accountants, and immediate family.

Company's Rules, Regulations and Policies:

22. The Company reserves the right to change the terms of employment from time to time.
23. You will be bound by the various rules, regulations and policies of the Company as are existing on the date and as shall be amended by the management from time to time and the same are deemed to be part of your terms and conditions of employment. You are required to follow the Company's values and code of conduct and other policies and these include a requirement that you maintain the highest standards of conduct and act with the highest ethical principles. You are required to acquaint yourself with the various rules, regulations and policies of the Company and follow these strictly. In order to keep the Employee appraised of the changing policies on a regular basis, the Company shall make reasonable efforts to make the policies available for the employees to access them.
24. Any violation of the terms and conditions as contained in this letter and the Company's rules, regulations and policies and can render your employment liable to be terminated.

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25. While you are being appointed in the current role and function, you may be called upon to perform such other duties or take on such other responsibilities in the interest of the business and priorities of the Company, which the management believes are well within your capabilities and of which the management will be the sole judge. In this regard, it is further clarified that with ever changing scene of technology, office automation, administrative procedure, you will undertake to adapt new methods of working with the use of modern or modified equipment, tools etc. of work as dictated by the circumstances of the Company's business in a competitive environment.

26. Your continuance in the employment of the Company is subject to your remaining physically and mentally fit for the purpose of the job. As and when required by the management, you will submit yourself to medical examination at the cost of the Company by a physician appointed by the Company for the purpose.

27. During the course of your employment with the Company you shall not take up any other employment or activity, whether for or without consideration, that may be a conflict with your responsibilities as an employee of the Company and shall devote your full time and attention to the employment with the Company. Amongst others you will not contest election to any legislature or local body without the previous specific permission of the employer in writing.

28. You will keep us informed of any changes in your residential address (Current and Permanent), or any other personal particulars relevant to your employment e.g. change in name, addition of further professional qualifications etc.

29. You give your consent and irrevocable authorization to the Company: (i) to share and disclose the information relating to your current and previous employment and academic credentials with any person, vendors or any other authority or any third party, engaged by the Company to obtain such information as is required for the purpose of proper background check and verification, both during and after your term of employment; (ii) to provide a reference check covering your employment with the Company, including sharing the cause of your exit from the Company to any third party or repository agency conducting a reference check on behalf of any other employer or agency, as may approach it either during or post your exit from the Company; and (iii) to share your details or any other information pertaining to your employment with any Government authority and agency, pursuant to a request received for the same both during and post your exit from the Company.

30. During your employment the employer may also ask you for proof of date of birth, nationality, education, prior employment documents and proof or relationship with any nominees in any statutory or other benefit plans provided by the Company, etc. which have to be submitted by you within a stipulated timeline as required by the Company. The employer will store these documents in electrical / physical format as deemed fit or relevant.

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31. The terms of this appointment shall be governed by and construed in accordance with the laws of India. Any dispute arising between the employee and the Company shall be resolved through arbitration by a sole arbitrator appointed by the Company. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time. The language of arbitration shall be English and venue shall be Mumbai. The courts in Mumbai will have jurisdiction in relation to and issue arising out of the said arbitration.

32. (i) This appointment is contingent upon:

(a) Satisfactory results of the pre-employment medical check-up and satisfactory reference checks, background verifications, verification of educational qualifications and past employment records.

(b) All information, facts and figures provided by you to the company's representatives at any point in time, being accurate and true.

(c) Your acceptance of the above terms and conditions.

(ii) The Company reserves the right to terminate your employment forthwith, without any notice period or payment in lieu of notice, in case any information provided by you or your references turns out to be false or incorrect.

(iii) You are requested to provide us a copy of this appointment letter signed by you as an indication of your acceptance.

We wish you an enjoyable and rewarding association with **UltraTech cement Limited, Unit: Gujarat Cement Works.**

Yours Sincerely,

For & on Behalf of
UltraTech cement Limited
Gujarat Cement Works

AAVaishampayan

Ajay Vaishampayan
Functional Head - HR

I have read and understood all provisions relating to my employment with the organization and I accept all the terms and conditions mentioned in the same.

IKGoswami

Name: Indalkumar Goshwami
Date: 30 NOV 2023

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