

OFFER LETTER

To,
ABHAY NANDAN UPADHAYAY

Date: 01/02/2024

Ref id - HRD/JSW-1384A

ADD: 57-D-I Sarvan Nagar,
Singharia, Kunraghat,
Khorabar, Urf, soobabazar,
Ghorakhpur UP-273008

Dear ABHAY NANDAN UPADHAYAY,

This has reference to your application for employment with JSW Cement Limited. (Here in after referred to as JSW GROUP) and your subsequent interview you had with us.

We are pleased to offer you the position of “**Graduate Engineer Trainee**” in Maintenance department. You can join us on **11/03/2024**. Your salary package will be **Rs. 4.20 Lac** per Annum. JSW GROUP is supporting customer operations across the globe on 24 x 7 bases. Therefore, if required you will work in shifts.

We welcome you to a pursuit of excellence with JSW GROUP.

Please sign and return the duplicate copy of this letter as token of your acceptance of this and send the same back to us. To help complete joining formalities we request you to carry your all-original documents for verification along with their photocopies on the date of joining. The documents required are as under:

Offer letter issued by JSW Cement Ltd.
Five Passport size photographs.
Proof of age.
Proof of Education Qualification.
Experience Certificates and relieving letters.
Proof of salary.
Copy of Passport.
Copy of Driving license or Election ID Card.

On your joining & completing the required formalities you shall be issued the formal Appointment Letter. You are requested to report at **9:00 AM** at our Maintenance unit at, JSW Steel Ltd., 14 a, South Side G.T Rd, Ispat Nagr, Bulandshahr Road Industrial Area, Ghaziabad, Uttar Pradesh 201009.

During your employment with JSW GROUP (hereinafter referred to as JSW GROUP). We expect you to work with a high standard of initiative, efficiency and economy.

You will be on probation for an initial period of six months. The probation period is extendable at the sole discretion of Management by one or more terms of three months duration. After completion of the probation period, till such time that you are intimated in writing regarding your confirmation you shall continue to be on probation upon satisfactory completion of the probation period. You may be confirmed in the regular cadre of the company.

Post your probation you will be reviewed at the end of 12 months based on this review. Your confirmation and any change in compensation will be made effective from the 1st of the subsequent month post that you would be aligned to the company’s annual cycle which currently is July of each year. Either side can terminate the employment by giving to other party. 60 days’ notice or compensation equal to 60 days basic salary in lieu thereof.

A) During your employment with the company you will be liable to be transferred to any of the offices / divisions / departments / manufacturing units of the Company or of group / associate companies. Whether existing or to be set up in the same town or anywhere in India or abroad at the sole discretion of the management on the terms and condition of the employment applicable at the place of posting.

B) Company also reserves the right to send you for training within or outside India .And in such event & when you travel abroad for transition / knowledge / process transfer. You shall have to execute certain agreement(s) / documentation(s), as the company may require from you In view of the fact that the Company shall be making arrangements, and making the considerable expenditure for making specialized training available, the Company shall insist that the said agreement(s)) / documentation(s) be executed. Such draft documents are available for your inspection.

You shall agree that the following expenses, if committed during the recruitment process and incurred by the Company at the time of joining or thereafter, shall be treated in your name as advance for a period of 2(two) years from the date of joining.

Transportation to the place of posting from existing locations.

Loan to repay your exiting borrowing.

Payment made in lieu of your loss of salary because of joining JSW GROUP early, joining bonus or any other payments made like above.

In case of earlier rescission / termination of employment before the said 2 (two) years, you hereby authorize the Company to deduct the aforesaid expenses from all money due to you including statutory dues like PF etc. In case you leave the Company before Completion of 2 (two) years from the date of joining, besides this you shall forthwith pay the shortfall to the Company.

During your employment with the Company, you will be governed by the service rules and regulations of the Company in force or as introduced or amended from time to time. You will also be governed by the company's policies and rules regarding leave. Provident Fund Medical Reimbursement Leave Travel Assistance Misconduct, Discipline Transfer etc. Privilege Leave. If encashable as per the company practice while in service or on cessation of services, shall be only on basic salary. The rules with regard to the above one are available with HR Department of the company for inspection.

You are requested not to divulge, communicate or pass on any information in any form related to any aspect of the Company to anyone not employed by the Company. Indulgence in such activity shall render you liable for termination with immediate effect notwithstanding any other terms mentioned in the appointment letter.

You are required to strictly maintain the secrecy and not divulge or communicate in any manner, any information regarding your remuneration/ terms of employment to any other employee of the Company except your immediate superior. Any such disclosure is a serious case of indiscipline and would render you liable for termination forthwith, notwithstanding other terms and conditions mentioned in the appointment letter.

(i) You undertake that you shall not join the employment of any of the Companies, firms or organization or entity which/ whose business is directly / indirectly in competition with the business as that of the Company. This shall be applicable for a period of six-month after the cessation of your employment with the Company for any reason whatsoever.

(ii) it may be noted that Company reserves its right to approach the civil Court of appropriate jurisdiction to seek injunction restraint orders or other prohibitory relief against you with a view to restrain you from committing breach of 9 (i) above.

(iii) For the above purpose i.e. 9 (i) & 9 (ii) competitor / competition means any Company/Firm/organization or entity or person who is engaged or intends to engage in one or more of the same or similar business activity as that of the Company.

You are required to deal with the Company's money, material and documents with utmost honesty and professional ethics. If you are found guilty, at any point of time of moral turpitude or misappropriation regardless of the value involved, your services would be terminated with immediate effect notwithstanding other terms and conditions in this letter.

a) You have been engaged on the presumption that the particulars furnished by you in your application and/or Bio-data are correct. In case the said particulars are found to be incorrect or it is found that you have concealed or withheld some other relevant facts. Your appointment with the company shall stand terminated / cancelled without any prior notice.

(b) If during the period of your service the Management find that you have committed any misconduct the Management may dismiss you from Service as per the services rules / standing orders of the Company.

(c) You are required to provide additional information, documents & fully cooperate for the background check to be carried out by a third party for customer or internal requirements. The checks may cover Qualifications, Employment Credit History, Criminal records or more areas.

The appointment and its continuance is subject to your being found / remaining physically and mentally fit by a qualified registered medical practitioner nominated by the Company. The opinion of the RMP nominated by the Company shall be final and binding on you.

You are required to maintain yourself in a state of medical/Physical/mental fitness and ensure annual medical checkup. Any neglect on your part in this regard may render you medically unfit during the service which in turn would render you services liable for termination with immediate effect. Not with standing anything else in this letter.

You are required not to engage yourself in any other gainful or commercial employment business. Or activity part-time or full-time directly or indirectly or any other profitable business connected with the dealings or activities of the Company in any way. Any action contrary to the above would render your service liable for termination not withstanding any other conditions in the appointment letter.

You shall (a) maintain confidentiality of all information that you may have access to during the course of your employment and (b) abide by the JSW GROUP Code of Conduct Manual (Ethical Code).

You shall not compete with the company in any one or more business lines during a period of Six months, after rescission of employment with the company nor shall you during such period join the employment of any of the Companies, firms, or organization which directly or indirectly compete with the one or more lines of the business of the company conducted by the company prior to the date of such rescission.

Your breach of non-compliance with (15) and/or (16) above shall be a source of great monetary loss on large scale, for the company. Furthermore, it is not easy to assess the extent of loss that may be suffered by the Company. However, You shall be liable to compensate the company by way of token liquidity damages of rupees two lack only and this amount of liquidity damages shall become payable by you in event of your committing breach of the terms stated at (15) and/or (16) above.

You will be retired from service on attaining the superannuating age of 60 years or earlier in case you are found medically unfit to work any longer or in case of continued ill health as certified by the medical officer / practitioner nominated by the company.

You are advised to go through the contents of the offer letter & Annexure -B and sign the duplicate copy of the offer letter & original of Annexure -B and return it to us as a token of acceptance of the terms and conditions stated herein.

This offer with all the enclosures is completed in all respects and it is clearly understood and agreed that there is no other commitment or understanding.

I also declare that I have not been employed with JSW GROUP during the period 31st July. 2023 till 31st January. 2024. This information is correct and true to the best of my knowledge and belief and I also understand that any wrong information makes me liable for dismissal forthwith.

The terms and condition of employment, and other rules and regulation of the company as applicable to me have been fully read and understood by me/ have been explained to me and I have fully understood the content thereof. I hereby agree to the terms and condition stipulated.



Regards
Yours truly,
Shweta Gaidhani
Assistant Manager in HR
At, JSW Cement Limited.

Signed

Accepted

(Signature is not required as it is the soft copy of letter.)