

Sr. 03 – Experience Certificate / Relieving & appointment letter

- Reliance Communications Ltd from 22.07.2006 to 04.10.2008
- Amines & Plasticizers Ltd from 16.09.2008 to 28.02.2010
- Indokem Limited from 08.07.2010 to 31.01.2015
- Crest Ventures Ltd From 05.02.2015 to 06.04.2016
- Hindustan Construction Co Ltd from 07.04.2016 to 21.09.2018
- Future Group from 01.10.2018 to 31.01.2021
- VTrans Ltd from 01.02.2021 to 08.05.2021
- GMR Goa Intl Airport Ltd from 10.05.2021 to till date

Reliance Communications Ltd from 22.07.2006 to 04.10.2008

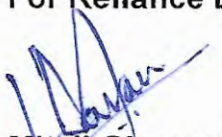
January 12, 2009

TO WHOM SO EVER IT MAY CONCERN

This is to certify that **Mr. Rohan Gavas (Emp No. 61120049)** was employed in this organization from 22-Jul-06 to 4-Oct-08. He has resigned from the service of the company on his own accord. At the time of leaving this company, He was designated as "**Customer Service Executive**".

During his stay with us we found his sincere and hard working. We wish him success in all his future endeavours.

For Reliance BPO Private Ltd.



Mitali Chavan
Manager - HR Services

Reliance BPO Private Limited
'A' Block, 1st Floor,
Dhirubhai Ambani Knowledge City
Navi Mumbai - 400 710

Tel.: +91 22 3038 8000
Fax: +91 22 3038 8299
www.reliancebpo.com

October 25, 2006

To,

Mr. Rohan R Gavas.

E.Code:- 61120049.

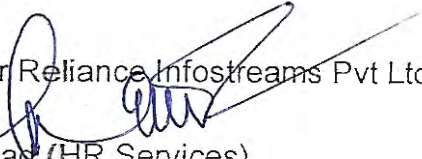
Subject: - Deputation Letter.

Dear Rohan,

This is to inform you that pursuant to your successful interview with Mr. S.Srinivasan you are deputed to Legal Department of Reliance Communications Ltd at Dhirubhai Ambani Knowledge City, Navi Mumbai.

You will be reporting to Sh. Sudarsanam Srinivasan, Group General Counsel Reliance Communications Ltd with effect from 26.10.2006 till further order.

We wish you all the best in your future endeavors.


For Reliance Infostreams Pvt Ltd.

Head (HR Services)

Amines & Plasticizers Ltd

from 16.09.2008 to 28.02.2010

AMINES & PLASTICIZERS LIMITED

(REGISTERED OFFICE : NOONMATI, GUWAHATI, ASSAM)

TELEGRAMS: AMINEPLAST
TELEPHONE : +91-22-493 52 82 / 87 / 88
E-MAIL : amines@vsnl.com
FAX : +91-22-493 8162



'D' BUILDING,
SHIVSAGAR ESTATE,
DR. ANNIE BESANT ROAD,
WORLI, MUMBAI - 400 018.

25th February, 2010

Mr. Rohan R. Gavas
Aroma Apts.
Room No.5, First Floor,
New Colony, Khozgaon,
Ambernath West,
Pin 421 501

Dear **Mr. Gavas,**

With reference to your Appointment Letter dated 16th September, 2008, we hereby inform you that you will be relieved on 28.02.2010 after successfully completing Management Training of 15 Months prescribed under ICSI Regulations.

- The Management is pleased to place on record the excellent services you have rendered during your tenure with the company.

We wish you all the best in your future endeavors.

Yours faithfully,
For **AMINES & PLASTICIZERS LIMITED**


Ajay Puranik
Company Secretary

CC: Accounts Dept



ISO-9002
CERTIFIED COMPANY

Visit us at : <http://www.amines.com>

Indokem Limited

from 08.07.2010 to 31.01.2015

Indokem Limited

GRAM : 'INDOKEM' MUMBAI
FAX : 91-22-24458139 / 24440826

REGISTERED OFFICE
"KHATAU HOUSE".
PLOT NO. 410 / 411.
MOGUL LANE, MAHIM.
MUMBAI - 400 016

TELEPHONES
2445 0050
2446 1975

Ref: PER:MKK:10:06

July 7, 2010

Mr. Rohan R. Gavas
Aroma Apts., Room No. 5,
New Colony, Khozgaon,
Ambernath (W)
Dist.: Thane - 421501 (Maharashtra).

Dear Sir,

Further to our various discussions held with you, we are pleased to appoint you as "Company Secretary" in our organization, on the following terms and conditions:

1. Your appointment will be effective from 8th July, 2010 and you will be entitled to all the privileges of a permanent employee from the said date.
2. Your duties and responsibilities shall be as may be assigned by the Company from time to time.
3. You will be paid a basic salary of Rs. 9,500/- (Rupees Nine Thousand-Five-Hundred only) per month in the salary Grade M-6. It is expressly understood that annual salary increment within the Grade shall not be automatic but will be at the discretion of the Management, depending upon your performance and achievements.
4. You will be eligible for the following perks:
 - (a) House Rent Allowance Rs.6,300/- (Rupees Six Thousand Three Hundred only) p.m..
 - (b) You will be entitled for Special Allowance of Rs.16,102/- p.m.
 - (c) You will be reimbursed towards conveyance upto Rs.4,000/- p.m.
 - (d) You will be paid Rs. 350/- per month towards Education Allowance.
 - (e) You will be eligible for Gratuity as per the Payment of Gratuity Act.
5. You will be eligible for Leave Travel Allowance (LTA) Rs.6,000/- (Six Thousand only) per financial year of your service in the organization.

6. In case you wish to leave our employment, you will be required to give three months notice in writing or three months basic salary in lieu of notice. Similarly, if we decide to terminate your services, for any reason whatsoever, we would be free to do so after giving you three months notice, in writing, or three months basic salary in lieu of such notice.

7. During the continuance of your employment with the Company –

(a) You will be liable to be transferred to any department/office or establishment or any part of the organization, whether at Bombay or elsewhere in India and you will have to follow the rules and regulations including working hours that may be applicable to the place of your transfer.

(b) You will devote your whole time and attention to your duties and will not directly or indirectly in any part of your time, carry on any business or occupation or enter in any capacity, in the employment or associate in any business or profit, with any other firm/company or person. You will be responsible for safe keeping and return in good condition and order, all properties which may be entrusted to you by the Company including that of vacating the Company's residential accommodation, if any.

The Company shall have the right to deduct money of all such properties/or assets from your dues and take such other action as it may deem proper in the event of your failure to account for such property to the satisfaction of the Management.

(c) You will abide by all the applicable rules and regulations, procedures and practices of the Company that may be revived/modified from time to time.

(d) You will retire at the age of 58 years.

(e) You will keep us informed of any changes in your residential address.

8. During the period of your employment with the Company, or at any time thereafter, except in the course of performance of your duties in the Company's services, you shall not use, divulge, or disclose any information to any person/associate/agency, any of the secrets concerning the affairs of the Company and/or the business of the Company, which you may have acquired incidental to or in the course of your employment in the Company.

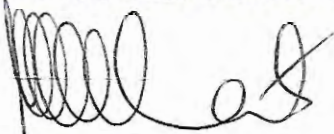
9. This appointment will cease immediately as and when any of the statements made, or particulars given in your application are found to be non factual or incorrect.

Please sign the duplicate copy hereof in token of your having accepted the above mentioned terms and conditions.

Thanking you,

Yours faithfully,

For INDOKEM LIMITED

A handwritten signature in black ink, consisting of a series of loops and a final flourish.

MAHENDRA K. KHATAU
CHAIRMAN & MG. DIRECTOR

Indokem Limited

Registered Office :
"KHATAU HOUSE", Ground Floor,
Mogul Lane, Mahim (West),
Mumbai - 400 016.

(CIN NO. : L31300MH1964PLCO13088)

Phone : 61236767
Fax : 61236718
Website : www.indokem.co.in

31st January.,2015

TO WHOMSOEVER IT MAY CONCERN

This is to certify that Mr.Rohan R.Gavas (Dy.G.M. Legal & Company Secretary) has worked in this organization with effect from 08.07.2010 to 31.01.2015

We have found him very sincere and hard working. This certificate is issued to him on his own request.

We wish him all the success in his future career.

For INDOKEM LIMITED



MAHENDRA K.KHAATAU
CHAIRMAN & MANAGING DIRECTOR

Indokem Limited

(CIN NO. : L31300MH1964PLCO13088)

Registered Office :
"KHATAU HOUSE", Ground Floor,
Mogul Lane, Mahim (West),
Mumbai - 400 016.

Phone : 61236767
Fax : 61236718
Website : www.indokem.co.in

PER :PER:IKL:2015.

31st January.,2015

Mr.Rohan R.Gavas.
Dy.G.M. Legal & Company Secretary
Madam,

This has reference to your resignation dated 22nd Dec., 2014

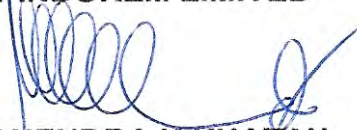
This is to inform you that the Management has accepted the same, and you will be relived with effect from, 31st January.,2015 the closing of working hours.

We are advising our Accounts Dept. to settle your dues, if any, as per the terms and conditions of your appointment, on submission of Clearance Certificate by you to P & A Dept.

We wish you all the success in your future endeavors.

Thanking You,

Yours faithfully
For **INDOKEM LIMITED**



MAHENDRA K.KHATAU
CHAIRMAN & MANAGING DIRECTOR

Crest Ventures Ltd

From 05.02.2015 to 06.04.2016



February 5, 2015

ROHAN GAVAS
Kohinoor Smruti Co-Op Society,
Room No.13, Kansai Section,
Ambernath East,
Dist Thane - 421501.

Appointment letter

Dear Mr. Rohan Gavas,

We have the pleasure of appointing you in the Secretarial and Legal Department of **Crest Ventures Limited** with effect from February 5, 2015. You would be reporting to the Managing Director **Mr. Vijay Choraria**. The other terms and conditions of your employment will be as follows:

1. Designation:

You will be designated as Head – Secretarial and Legal or in such other capacity as the Company may reasonably require. The Company reserves the right to make changes to your job description in line with operational requirements.

2. Location:

You will be located at **Mumbai**. You shall be liable to be transferred, at the discretion of the Management, to any other department/Group Company as per the need of your responsibilities. You shall be governed by the terms and conditions prevailing in the department/Group Company to which you are transferred.

In the event of any of the Group's establishments or offices, whether existing or future, are relocated wholly or partially at another place whether in the same city or elsewhere, you shall, if required, work at the new location without any claim for additional compensation.

3. Working Hours:

Your normal hours of work are 10.00 a.m. to 6.30 p.m. from Monday to Friday and on Saturday 10.00 a.m. to 3.30 p.m. inclusive of 30 minutes of break for lunch. You may be required to work such additional hours as may be reasonably necessary for the proper performance of your duties. You will not be entitled to overtime payments. The standard reporting time may vary as per the operational requirement in agreement with your reporting superior.

4. Attire:

You will be appropriately attired during office hours as per the specifications provided in the Company's policy. All employees should use formal attire on all working days. Informal attire is allowed on days preceding the weekly offs.



Crest Ventures Limited (Formerly known as Sharyans Resources Limited)

Corporate Office: 111, Maker Chambers IV | 11th Floor | Nariman Point | Mumbai – 400021 | T: +91 22 43347000 | F: +91 22 43347002
Registered Office: Kalpataru Heritage | 4th Floor | 127, M.G. Road | Fort | Mumbai – 400001 | T: +91 22 40512500 | F: +91 22 40512555
www.crest.co.in | CIN-L99999MH1982PLC102697

5. Duties:

Your duties will be those assigned to you by from time to time. They should be performed faithfully and diligently. You are expected to maintain at all times high standards of professionalism, integrity, efficiency and punctuality, promoting and protecting the interests of the Company at all times and not knowingly or unknowingly doing anything which is to its detriment. You are expected to devote the whole of your working time and attention to the service of the Company and shall not be interested or engaged, directly or indirectly as agent or employee for any other person, firm, or body.

6. Leaves:

In addition to the public holidays declared by the Company, you will be entitled to an annual leave of 22 days p.a. on pro-rata basis effective from the date of appointment. For leaves due to sickness, a doctor's certificate must be attached to your leave form, which you must complete when you resume office.

Absence without leave and without permission will be treated as unauthorized, which will amount to misconduct and disciplinary action can be taken by the management.

7. Retirement:

The normal age of your retirement is 58 years. Unless your service is extended by the Company at its sole discretion, it is a condition of the employment that you will automatically retire on attaining the age of 58 years and that no further notice whatsoever to you will be necessary in this regard.

8. Mobile Reimbursement:

The company reserves the right of reimbursement of mobile expenses for official work based on the existing Mobile Expenses Policy of the company. However the eligibility for such a reimbursement will be at the sole discretion of the management.

9. Expense Reimbursements :

Having regard to the nature of your duties, it is understood that you will normally be incurring certain expenditure in the course of your employment with the Company. The Company agrees to reimburse you for expenses properly incurred by you in the performance of your duties and in compliance with the Company policy including written evidence of expenditure and any requirement for prior authorisation. Without prejudice to the foregoing, any expenditure incurred in excess of these limits shall be reimbursed after approval on a case to case basis.

10. Notice

Your employment with the Company may be terminated by either of the parties giving one month's notice to that effect. Any leaves balance, if at all will be adjusted against the notice period. The notice period may be extended /waived off as per the management's discretion.



11.Policies:

You must at all times obey the lawful directions of the board of directors and comply with its prevailing rules, regulations, policies and procedures. You will also comply with the rules from time to time of any regulatory body having jurisdiction over the affairs of the Company.

12.Post Termination:

During the Term at the Company and for a period of one month after termination you shall not undertake, carry or be employed, engaged or interested in any capacity in any business, which trades or may in future trade in competition with the Company or any Group company. You shall also not entice, induce or encourage a Client to transfer or remove business from the Company or any Group company or solicit or accept business from a Client in competition with the Company or any Group Company. You will also not employ, engage or work with an employee of the Company or any Group company for the purpose of a business which competes with or is similar to the Company's business.

13.Confidentiality & Non-Disclosure and Non-use of Obligation:

All information regarding the business of the company constitutes the valuable secret property of company and its group companies and associates. You will agree and undertake to hold the said information and any other information furnished hereunder in strict confidence and shall take all necessary precautions to ensure that the said information and other confidential information is not disclosed to any other person/companies other than the responsible office bearers of the company whose duties require them to know the same and who have bound themselves to treat the same as confidential.

You must not during your employment or afterwards use, disclose or communicate to any person, and you should use your best endeavors to prevent the use, publication or disclosure, of any secret or confidential material or information relating to the business of the Company.

14.General :

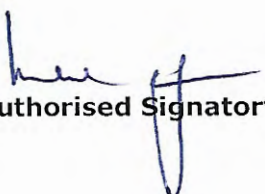
The company has the right to deduct from your salary, the amount of damage done to the Company's property through your neglect or default or impose fine on this account. In matters not mentioned herein, you will be governed by the rules, regulations and practice of the Company as applicable from time to time to your rank/category of employees. The Company will transfer your salary to your Bank Account and the Salary slip showing details of monthly salary will be handed/e-mail over to you. The Company reserves the right to alter/rescind the rules/practices at any time at its sole discretion.

The terms and conditions as stated above will apply unless there is a more favorable provision that may be applicable under any law.

Kindly confirm your acceptance to above by signing and returning the enclosed duplicate copy of this letter

Yours sincerely,

For Crest Ventures Limited


Authorised Signatory



DECLARATION

- I have read and understood the above terms and conditions of employment. I hereby accept the above mentioned terms and conditions, and undertake to abide by them while I remain in the employment of the Company.

Name of the employee: **Mr. Rohan Gavas**

Signature: 

Date: *9/2/2015*

Annexure I:

Compensation Details:

Your annual CTC is **Rs.12,00,000/-p.a.** (Rupees Twelve Lacs only).The break-up of which is as follows:

Basic Salary	Rs.7,20,000/- p.a.
House Rent Allowance	Rs.4,33,800/- p.a.
Conveyance Allowance	Rs.9,600/- p.a.
Provident Fund	Rs.21,600/- p.a.
Medical Reimbursement	Rs.15,000/- p.a. (to be reimbursed against submission of medical -bills on quarterly basis)

The Company will withhold from your monthly salary an amount equal to the income tax payable in respect of your salary and other statutory deductions as applicable under local laws from time to time.

The Company may, at its discretion, disburse additional amounts by way of ex-gratia, subject to statutory deductions.





Date: 13th April 2016

Rohan Gavas
Mumbai

RELIEVING CUM EXPERIENCE LETTER

Dear Rohan,

With reference to your resignation from the services of the company and its acceptance by the management

We hereby affirm that you are relieved from your duties as Company Secretary for Crest Ventures Limited located at: Maker Chamber IV, 11th Floor, Nariman Point Mumbai 400021 w.e.f 13th April 2016 at the close of business hours

We value your association with us (Feb 2015 – April 2016) and recognize you as a hardworking professional with good conduct

We wish you all the success in your future endeavors

For
Crest Ventures Limited



Rubina Khajurwala
Senior Manager - Human Relations

Crest Ventures Limited (Formerly known as Sharyans Resources Limited)

Corporate Office: 111, Maker Chambers IV | 11th Floor | Nariman Point | Mumbai – 400021 | T: +91 22 43347000 | F: +91 22 43347002
Registered Office: Kalpataru Heritage | 4th Floor | 127, M.G. Road | Fort | Mumbai – 400001 | T: +91 22 40512500 | F: +91 22 40512555

www.crest.co.in | CIN-L99999MH1982PLC102697

Hindustan Construction Co Ltd from 07.04.2016 to 21.09.2018

HRD/AJ/028/

May 9, 2016

Mr. Rohan Ramchandra Gavas
Purva Apartment, Room No.201, Second Floor
Three Tier Road, Kansai Section
Ambemath (E)
Thane - 421 501
Maharashtra

Dear Mr. Gavas,

Please refer to your application and our offer letter no. HRD/LM/028 dated March 4, 2016 and subsequent discussions you had with us. We are pleased to appoint you in **M2 Grade in HCC Limited**. Your present functional designation will be **Manager - Secretarial**. The detailed terms and conditions of your employment are as under:

- 1.0 Your date of appointment is effective from **7th April, 2016**.
- 2.0 Presently, you are being posted at our **Head Office, Mumbai**. However, based on the needs of the company, you can be transferred to any branch, site (or project), group (or associate) companies or a joint venture entered into by the Company, located anywhere in India or abroad.

Depending on the above, your functional designation may change accordingly.
- 3.0 Your compensation details will be as under:
 - 3.01 You will be paid a Basic Salary of **Rs. 30,340/-** (Rupees Thirty Thousand Three Hundred and Forty Only) per month.
 - 3.02 You will be paid an Ad-hoc Allowance of **Rs. 56,007/-** (Rupees Fifty Six Thousand and Seven Only) per month.
 - 3.03 All other components of your compensation will be regulated as per the compensation structure attached at **Annexure – A**.
- 4.0 You will retire from the services of the company on attaining the age of 58 years. Your date of birth as recorded with the Company on the basis of your declaration in your application form is **23rd April, 1982** and the Company will not accept any change on this account in future.
- 5.0 You will be governed by the Company's rules and regulations in force from time to time.
- 6.0 The Company will expect you to devote your whole time and attention to the duties entrusted to you and you will not engage yourself to work for any other person or firm or company in any capacity, nor will you do any private business without prior permission from the company in writing.
- 7.0 You shall not at any time or times, without the consent of the company disclose, divulge or make public except under legal obligation any of the secrets, processes, accounts, transactions, records, formulae, specifications, technical & patent information and know how.

Contd....2

In continuation of Mr. Rohan Ramchandra Gavas's appointment letter dated May 9, 2016

: 2 :

- 8.0 (a) You hereby agree, declare and confirm that all copyrights, patents, and other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, drawings, models, designs, products, works of authorship discoveries and/or technical or business innovations discovered, conceived or created by you, solely or jointly with others, shall be considered "work made for hire" and shall belong exclusively to and be absolute property of the Company.
- (b) You shall disclose fully and completely to the Company, in relation to such inventions, discoveries or creations, including any and all information in your possession relating to their patentability and execute patent applications and other instruments considered necessary or desirable by the company or required by statute to apply for any similar documents of foreign countries covering such inventions, discoveries or innovations.
- (c) You will co-operate with and assist the company in any proceedings necessary to obtain and/or enforce Patent, and/or other applicable intellectual property rights. You further agree, declare and confirm to assign and execute any other documents or instruments necessary to convey to the Company ownership and exclusive rights in such inventions, discoveries, patent applications and/or patents or other intellectual property rights associated with the company and the same shall be binding upon your heir, assigns, executors, administrators and other legal representatives.
- (d) You agree, declare and confirm to keep confidential all knowledge and information relating to any such inventions, discoveries or creations during the course of your employment and till such time that this information remains confidential and retains value for the Company and has not been made public. Similarly, you further agree that during the employment and thereafter, you will not, directly or indirectly, for yourself or as an agent of another person or entity, solicit and enter into any business relationship for the purpose of developing, maintaining and creating any similar invention, discovery or creation.
- (e) You agree, declare and confirm that you shall claim no right, title or interest in or over any inventions, discoveries or creations that you worked on, whether individually or as part of a team, during and beyond your tenure as an employee of the Company.
- 9.0 You will be entitled to leave as per Company's rules as applicable from time to time.
- 10.0 You will work under the supervision of such officers as may be decided by the company from time to time. You shall diligently and faithfully carry out instructions given to you by your superiors in connection with the work assigned to you to the best of your knowledge, skill and ability and you shall further the business and interest of the company. Your hours of business shall be regulated to suit the duties entrusted to you from time to time.
- 11.0 In the event of your resignation from the services of the Company, you have to serve a notice of one month and you are expected to work during that period. During the period of notice you will not be entitled for leave. Your absence during such period will be treated as leave without pay.

In the event of your resignation, if the company in its discretion decides not to use your services, the Company will relieve you anytime during the notice period by paying the notice pay amount comprising of Basic Salary proportionately.

Contd....3

In continuation of Mr. Rohan Ramchandra Gavas's appointment letter dated May 9, 2016

: 3 :

- 12.0 Your services are liable to be terminated by serving one calendar month's notice, or paying one calendar month's salary in lieu thereof. During the period of notice you will not be entitled for leave. Your absence during such period will be treated as leave without pay. In case of dismissal or termination for misconduct, you will not be entitled to any such notice or payment / salary in lieu of notice thereof. One calendar month's salary mentioned in this clause means Basic Salary only.
- 13.0 In the unlikely event of loss of lien or your abandoning the services, the Company will recover notice pay as per the terms stipulated in the previous paras, in addition to taking any other action, as deemed appropriate.
- 14.0 The Company, in its absolute discretion, can terminate your services without notice and notice pay if:
- a. You are convicted by the Court of Law for any criminal offence; or
 - b. You are found guilty of gross misconduct such as theft, fraud, misappropriation, assault which is serious and grave in nature.
- 15.0 Your appointment is subject to:
- a. Your submitting at the time of reporting a medical fitness certificate issued by the Civil Surgeon/Registered MBBS Doctor.
 - b. Submitting copies of your all certificates, testimonials and two passport size photographs.
- 16.0 Your continuation in employment with the company is and will be subject to:
- a. Your remaining medically fit. The Management will have a right to get you examined or re-examined from any registered medical practitioner / surgeon / physician of management's choice whose decision shall be final and will be binding on you.
 - b. Satisfactory verification of your particulars, credentials, testimonials, etc provided by you and not having concealed any material information from us or having given false particulars in your application. During employment, at any time, if it is realized that the particulars, certificates, testimonials and the information furnished by you at the time of your selection, appointment and during employment are false or fabricated; your services will be liable to be terminated on that account without any notice or notice pay thereof.
- 17.0 You will have to give vacant and peaceful possession of company's quarter or living accommodation given to you while in service of the company at the time of leaving your job either on resignation, termination or transfer to another branches. You will be paid your dues only after handing over the vacant possession of such quarter.
- 18.0 In the event of your resignation, before your separation from the services of the Company, you shall handover all movable / immovable / intellectual property of the Company and documents & information relating to it which is in your possession during your tenure of employment with the Company. Your relieving from the service of the Company shall be subject to proper handing over of responsibilities.

Contd....4

In continuation of Mr. Rohan Ramchandra Gavas's appointment letter dated May 9, 2016


: 4 :

- 19.0 The contract of appointment will be deemed to have been arrived at in the Metropolitan City of Mumbai and you will be under the Administrative control of Head Office at Mumbai even though you may be posted outside. In case of any dispute or difference regarding terms and conditions of appointment or otherwise the cause of action would be deemed to have arisen in the Metropolitan City of Mumbai.
- 20.0 If at any time in future, your Residential address is changed, you will communicate the same to the Company in writing immediately.
- 21.0 The amount towards reimbursement of notice pay to your previous employer, if any, will be recovered from your final settlement dues, if you are separated from the Company due to any reason within one year of joining.
- 22.0 Similarly, if you are separated from the Company due to any reason within one year of joining, the entire joining expenses including the cost of transfer of personal luggage, if any, will be recovered from your final settlement dues. In case if you are reimbursed the family joining expenses (including the transfer of personal luggage and household goods etc) the same will also be recovered from your dues.

In case the terms and conditions expressly enumerated above are acceptable to you, please sign the duplicate copy of this letter in token of your having understood and accepted the terms and conditions of employment.

We welcome you to our organization and look forward to a long and mutually beneficial association.

Yours sincerely,
for Hindustan Construction Co Ltd



Aditya Jain
Group EVP – Human Resources

I have read and understood the above terms and conditions of employment. All the conditions are acceptable to me and I hereby undertake to abide by all the above conditions, rules and regulations of the Company in force from time to time.

I have reported on _____

SIGNATURE _____

Compensation Structure

Compensation Structure as applicable to employees of HCC Limited is as under. The applicability of various components of the compensation structure is as per the eligibility contained in company policy/rules or specifically mentioned in the letter of appointment.

1. **Basic Salary:** Basic Salary payable on a monthly basis is indicated in the letter of appointment.
2. **House Rent Allowance (HRA) / Rent Free Accommodation (RFA):**

House Rent Allowance / Rent Free Accommodation facility is linked to place of posting of the employee and is regulated as under. On transfer, the HRA / RFA will be regulated as per the eligibility at the new place of posting.

House Rent Allowance:

Non Site Employees: House Rent Allowance for employees based in Non Site locations is 50% of the Basic Salary at Metro Cities and 20% of Basic Salary at Non Metro Locations.

Project Site Employees:

- a) Employees based at Project Sites in Metro cities: House Rent Allowance entitlement is 20% of Basic Salary. Additionally, HRA (Location Specific) of 30% of the Basic salary is paid till such time the employee is posted at a Project site in a Metro city.
- b) Employees based at Project Sites at Non-Metro locations: Employees based at Project Sites located at Non Metro locations are entitled to 20% of Basic salary as House Rent Allowance.

It will be Company's discretion to allow a project site employee to opt for HRA instead of company provided accommodation, depending on the company requirement, availability of accommodation etc.

Rent Free Accommodation:

Rent Free Accommodation is provided to employees at the Project Site location depending on availability and is regulated as under:

Employees based at Project Sites in Metro cities: Value of Rent Free Accommodation is computed @ 10% of Basic Salary. Additionally, 30% of the Basic salary is computed as RFA (Location Specific) till such time the employee is posted at a Project site in a Metro city.

Employees based at Project Sites at Non-Metro locations: For employees based at Project Sites located at Non Metro cities availing of Company Accommodation, value of RFA is computed @ 10% of Basic salary.

3. Site Allowance:

Site Allowance is paid to employees posted at Project Sites.

For employees availing of HRA at Project Site location, Site Allowance is paid at 20% of the Basic Salary

For employees availing Rent Free Accommodation at Project Site location, Site Allowance is paid at 30% of Basic Salary.

4. **Transport Allowance:** Transport Allowance @ Rs.1600/- per month is payable to employees in the grades of E2 and below.
5. **Car Hire Charges & Fuel Reimbursement:** Eligibility for being covered under the Company Car Policy is indicated specifically in the letter of appointment. Employees who are eligible for Car Hire & reimbursement of fuel expenses will be governed by the Company Car Policy.
6. **Medical Pay:** Medical Pay is paid at the rate of **8.33%** of Basic Salary for Domiciliary Medical expenses on a monthly basis as per the rules of the Company in force from time to time.
7. **Adhoc Allowance:** Adhoc Allowance contains the residual amount of CTC after distribution in other components of the Compensation Structure. The Adhoc Allowance payable is indicated in the letter of appointment. The Adhoc Allowance can be adjusted against any re-structuring/revision in the compensation structure/benefits in future without any reduction in the total gross salary.

8. **LTA:** The reimbursement is payable to the extent of **12.49%** of Basic Salary per annum for employees in Grade M4 and above and **8.33%** of Basic Salary per annum for employees in Grade M3 and below, subject to Leave Travel Assistance rules of the Company in force from time to time.
9. **Provident Fund:** Employees will join the Company's Contributory Provident Fund. The employee will contribute @ **12%** of the Basic Salary per month towards the employee's provident fund account as per rules. The company will make a matching contribution.
10. **Superannuation:** As per the present rules of the Company, employees in grade S3 and above will join the Company's Superannuation Scheme. They will be eligible for Company's contribution at the following rates towards Superannuation Fund:
 - a. Employees in Grades E3 & above: 15% of Basic Salary per month
 - b. Employees in Grades M4 to E2: 12% of Basic Salary per month
 - c. Employees in Grades S3 to M3: 8% of Basic Salary per month.
11. **Gratuity:** Employees are eligible for gratuity as per Payment of Gratuity Act and the relevant rules of the Company in this regard.
12. **Other Benefits:** Other components of the Compensation Structure indicated in the CTC viz. Food Facility, Group Personal Accident Insurance, Mediclaim, Executive Health Check-up etc will be as per company rules.
13. **Performance Linked Pay:** Those who have a Performance Linked Pay component in their compensation are covered under the Performance Linked Pay Scheme. Performance Linked Pay is payable to the eligible employees as per the provisions of the Scheme in force from time to time.





HRD/LM/031/00013191

September 24, 2018

MR. ROHAN RAMCHANDRA GAVAS
PURVA APARTMENT
ROOM NO.201, SECOND FLOOR
THREE TIER ROAD, KANSAI SECTION
AMBERNATH (E) - 421501
THANE

Dear Mr. Gavas,

This has reference to your resignation letter dated 21.08.2018.

Your resignation has been accepted. You have been relieved from the services of the company at the close of the office hours on 21.09.2018.

A communication regarding your dues (payable/ recovery) will be sent to you separately.

We wish you all the best in your future endeavors.

Yours Sincerely,
For HINDUSTAN CONSTRUCTION CO. LTD.

LIPSA MISHRA
SENIOR VICE PRESIDENT – GROUP HUMAN RESOURCES

Future Group

from 01.10.2018 to 31.01.2021

APPOINTMENT LETTER

October 01, 2018

Mr. Rohan Ramchandra Gavas
201, Purva Apartment, Kansai Section,
Ambarnath - East, Thane - 421501

Namaste Rohan

Welcome to Future Group!

We are an organisation that is rapidly imagining the next big retail story and realising it in tangible form day after day. We live by the words **SPEED** and **IMAGINATION** in everything we do. Together, our singular aim is to delight the customer and give them the best the world has to offer, at the best price.

We are pleased to appoint you as **Manager – Corporate Governance** in Band **3B**

Date of Joining: October 01, 2018.

Compensation: Your **Cost to Company (CTC)** is ₹1900039/- (Rupees Nineteen Lakhs Thirty Nine Only) details of which are in the enclosed annexure.

Location of work/transfer: Your primary address of work will be **FRL-Corp-HO-Vikhroli-Mumbai**. However, your services are transferrable to any of our locations in India or abroad – both within the organisation or at any of our associate companies, sister concerns, or subsidiaries. This is applicable to our existing establishments as well as future ventures.

Duties: As **Manager – Corporate Governance**, you will report to the Managing Director or a deputy officer of his choice. In due course, you will be handed an overarching view of your primary duties and responsibilities. Additionally, these may evolve from time to time.

Salary structure: Please refer to the enclosed annexure for details. The salary structure and other perquisites/benefits mentioned below are subject to taxes, as applicable. It is at the management's discretion to change/restructure/redistribute the amounts under the respective categories.

Probation / Confirmation: Your probation period will last for **One Month** from Date of joining. During probation period, either party may choose to terminate employment with 7 days' notice, while choosing not to spell out the reason to do so. Management may also choose to extend the probation as per Company Policy.

A written confirmation letter will mark your permanency at the company in the current position. Thereafter, either party may choose to terminate employment with **30 day's notice**.

Leave: Upon confirmation, the company's Leave Policy will apply to you. A consecutive absence of 10 days – including overstay on leave/training – without your superior's prior permission will result in the loss of your lien on employment, which will then automatically end without a notice or intimation.

Travel: During your engagement with the company, you may be required to travel within or outside India for business. Your expenses on such trips will be reimbursed as per the company's Travel Policy. Refusal to travel without a valid reason may result in consecutive disciplinary action.

Code of Conduct: Here are the company's codes of conduct for your perusal and action:

- I. The company believes in your abilities to discharge the responsibilities entrusted to you with supreme initiative, efficiency and economy.
- II. As a member of Future Group's family, you are solely to devote your working hours to it. You are not permitted to undertake any other employment, assignment or any office that is honorary or for any consideration in cash or kind or otherwise, without the prior written permission of the company.
- III. You are not to pledge the company's credit and/or make representations on its behalf, unless you are specifically and duly authorized to do so.
- IV. The company recognises 58 years as its retirement age. However, you can choose to retire early on completing 55 years or any date before you turn 58. In the interim, if you are unable to perform your duties physically or mentally, further decision regarding your employment is at the company's sole discretion.
- V. You are not to, either during or after your employment, except in the proper course of your duties, divulge to any person or entity any trade secrets or manufacturing processes or any other information concerning the business or finances of the company or any of its activities, dealings, transactions or affairs that you may have learned during the course of your employment. Do your best to prevent the publication or disclosure of any such sensitive information.
- VI. Do thoroughly acquaint yourself with the laws, orders, rules, regulations, notifications, etc., of the Central, State, Local governments and/or any other authorities from time to time with particular reference to the Defence of Indian Rules. You are to look out for any resulting modifications or orders as well as other emergency legislation that could affect or be concerned directly or indirectly with the company and its business and affairs. It is part of your duties and responsibilities to see that, as and where applicable, all the requirements under the above amendments are fully observed and complied with.

- VII. Rules, regulations and standing orders from the company at present and those that may vary from time to time are applicable to you.
- VIII. Your appointment and continuance in the services of the company will be subject to your physical fitness as may be required for the position you may hold. You will be required to go through medical tests and examinations from time to time.
- IX. This letter is issued to you on the basis of the information and particulars you've provided in your application (including your résumé), at the time of your interview and subsequent discussions.
If it transpires that you have made a false statement or failed to disclose a material fact resulting in the issue of this letter, then it is at the sole discretion of the management to decide a due course of remedy, not barring the termination of employment.
- X. Your appointment is subject to satisfactory feedback from the references/previous employers mentioned in your Employment Application Form.
- XI. Regard these points as an agreement of the terms and conditions of your service with the company. These may be subject to modifications and amendments from time to time in keeping with internal Rules and Regulation.
- XII. Your salary will be reviewed in accordance to the guidelines of the performance appraisal cycle of the company.

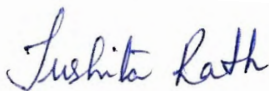
We look forward to your valuable contributions. With us, your imagination will thrive in a free-flowing work environment where the shackles of by-routine processes will not stop you from realising your true potential.

We wish you an enriching career at Future Group.

Please sign and return to the undersigned a duplicate copy of this letter signifying your acceptance.

Welcome to the family!

For Future Enterprises Ltd



Tushita Rath

Manager - People Office

Rohan Ramchandra Gavas

Name: Rohan Ramchandra Gavas
 Designation: Manager – Corporate Governance
 Band: 3B
 Date of Joining: October 01, 2018
 Location: Mumbai

Salary Heads	Amount (Rs)
(A) Monthly Payments	
Basic	46952
HRA	28171
Adhoc Allowance	49746
Food Coupon	2000
Total Monthly Pay(GPM)	126869
Total Gross Pay Per Annum(GPA)=GPM*12	1527428
(B) Annual Payments	
Ex-Gratia	15000
Leave Travel Allowance	10000
Provident Fund	67611
Annual Guaranteed Cash = Total Gross Per Annum + Annual Payments	1615039
(C) Annual Variable Cash (Maximum Payable on the basis of performance)	
Performance Bonus	285000
COST TO COMPANY = Total Annual Guaranteed Cash + Annual Variable Cash	1900039

Benefits

You are eligible for Gratuity as per Gratuity ACT
 You are eligible for Membership Under Special Privilege Scheme of Future Group
 You are eligible for Mediclaim Insurance coverage of Rs. 250000/-as per company Policy
 You are eligible for Life Security Plan as per company Policy

Tushita Rath

Tushita Rath
 Manager - People Office

Rohan Ramchandra Gavas



Date: January 31, 2021

TO WHOMSOEVER IT MAY CONCERN

This is to certify that **Mr. Rohan Ramchandra Gavas** has worked with **Future Supply Chain Solutions Limited** as **Company Secretary** for the period from October 1, 2018 to January 31, 2021.

During these years, he rendered all his responsibilities of the company with complete dedication and hard work.

We wish him all the best for all his future endeavours.

Rewrite Rules, Retain Values

For Future Supply Chain Solutions Limited

A handwritten signature in black ink, appearing to read 'Bikash', is positioned above the name of the signatory.

Bikash Prasad
Head – People Office

Encl: a/a

Future Supply Chain Solutions Limited

Corporate Office: 349 Business Point, 7th Floor, Near Western Express Highway Metro Station, Andheri (E), Mumbai – 400053. Tel No. 022 7142900.

Registered Office: Knowledge House, Shyam Nagar, Off Jogeshwari – Vikroli Link Rd, Jogeshwari (E), Mumbai 400060. www.futuresupplychains.com | ISO 9001:2008 certified company

CIN No.: U63030MH2006PLC160376



Date: January 31, 2021

Rohan Ramchandra Gavas
Emp Code: - 467741
Designation: - Company Secretary
Head Office

Dear Rohan,

This refers to your resignation, you are relieved of your responsibilities from the close of working hours on **31st January 2021**.

We wish him all the best for all his future endeavours.

Rewrite Rules, Retain Values

For Future Supply Chain Solutions Limited

A handwritten signature in black ink, appearing to read 'Bikash', is positioned below the text 'For Future Supply Chain Solutions Limited'.

Bikash Prasad
Head – People Office

Encl: a/a

Future Supply Chain Solutions Limited

Corporate Office: 349 Business Point, 7th Floor, Near Western Express Highway Metro Station, Andheri (E), Mumbai – 400053. Tel No. 022 7142900.

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CIN No.: U63030MH2006PLC160376



APPOINTMENT LETTER

07 November 2020

Rohan Ramchandra Gavas
Company Secretary
Employee Code: 467741
Mumbai – Corporate Office

Namaste Rohan,

Welcome to “Future Supply Chain Solutions Ltd” a “Future Group” Company!

With high-end automation, process excellence and IT-enablement we are changing the landscape of logistics industry in India. At FSC we live by our Core Values to act with **Agility**, co-create **Authenticity** and be **Customer Centric**. Together, our principal aim is to **Add Velocity to our Customers’ Aspirations**.

We are pleased to appoint you as **Company Secretary** in **Band 3B Mid-Management**.

1. Date of Joining

Your date of joining is **07 November 2020**.

2. Compensation

- i) Your **Cost to Company (CTC)** is INR **₹1941132/-** (INR ₹Nineteen Lakh Forty One Thousand One Hundred Thirty Two Only). Please refer to the enclosed annexure for details. The salary structure and other perquisites/benefits mentioned are subject to taxes, as applicable. It is at the management’s discretion to change/restructure/redistribute the amounts under the respective categories.
- ii) Your salary will be reviewed in accordance to the guidelines of the performance appraisal cycle of the company.

3. Location of Work/Transfer

Your initial place of work will be **Mumbai**. However, your services are transferrable to any of our locations in India or abroad – both within the organisation and at any of our associate companies, sister concerns, or subsidiaries. This is applicable to existing establishments as well as future ventures. In such cases you will be governed by the terms and conditions of the service applicable at the transferred location.

4. Reporting/Duties

You will report to your Department Head or any other person as assigned to you. In due course, you will be handed an overarching view of your primary duties and responsibilities. These may evolve/change from time to time, if required.

5. Leave

You are eligible for leaves as per the company's Leave Policy.

6. Travel

During your engagement with the company, you may be required to travel within or outside India for business. Your expenses on such trips will be reimbursed as per the company's Travel Policy. Refusal to travel without a valid reason may result in disciplinary action.

7. Retirement

The company recognises 58 years as its retirement age. However, you can choose to retire early on completing 55 years or any date before you turn 58. In the interim, if you are unable to perform your duties physically or mentally, further decision regarding your employment is at the company's sole discretion.

8. Termination

- i) Your appointment may be terminated by either side by giving **30 days' notice** or 30 days' basic salary in lieu of notice period.
- ii) Your employment maybe terminated forthwith if you are held guilty of any offence involving moral turpitude.
- iii) Absence for a continuous period of ten days without prior permission of your supervisor (including overstay on leave/training) would result in you losing your lien on the service and the same shall automatically come to an end without any notice or intimation.
- iv) Upon termination of your employment, you shall immediately return to the Company, any and all the documents, manuals, documented confidential information (without making any copies thereof and/or extracts therefrom), kits and other property belonging to the Company that may be entrusted to and/or placed in your possession by virtue of and/or during the course of your employment with the Company. You shall also deliver to the company immediately all notes, analysis, summaries and working papers relating thereto.

9. Continuation of Employment:

- i) This letter is issued to you on the basis of the information and particulars you've provided in your application (including your résumé), at the time of your interview and subsequent discussions. If it transpires that you have made a false statement or failed to disclose a material fact resulting in the issue of this letter, then it is at the sole discretion of the management to decide a due course of remedy, not barring the termination of employment.
- ii) Your continuance in the services of the company will be subject to your physical fitness as may be required for the position you may hold. You will be required to go through medical tests and examinations from time to time as per company policy.
- iii) Your appointment is subject to satisfactory feedback from the references/previous employers mentioned in your Employment Application Form.



10. **General Employment Obligations:** Here are the company's guidelines for your perusal and action:

- i) The company believes in your abilities to discharge the responsibilities entrusted to you with supreme initiative, efficiency and economy.
- ii) Rules, regulations and standing orders from the company at present and those that may vary from time to time are applicable to you.
- iii) As a member of Future Group's family, you are solely to devote your working hours to it. You are not permitted to undertake any other employment, assignment or any office that is honorary or for any consideration in cash or kind or otherwise, without the prior written permission of the company.
- iv) You are not to pledge the company's credit and/or make representations on its behalf, unless you are specifically and duly authorized to do so.
- v) You are not to, either during or after your employment, except in the proper course of your duties, divulge to any person or entity any trade secrets or any other information concerning the business or finances of the company or any of its activities, dealings, transactions or affairs that you may have learned during the course of your employment. Do your best to prevent the publication or disclosure of any such sensitive information.
- vi) Do thoroughly acquaint yourself with the laws, orders, rules, regulations, notifications, etc., of the Central, State, Local governments and/or any other authorities from time to time with particular reference to the Defence of Indian Rules. You are to look out for any resulting modifications or orders as well as other emergency legislation that could affect or be concerned directly or indirectly with the company and its business and affairs. It is part of your duty and responsibility to see that, as and where applicable, all the requirements under the above amendments are fully observed and complied with.

Regard these points as an agreement of the terms and conditions of your service with the company. These may be subject to modifications from time to time while keeping in line with internal Rules and Regulations.

We look forward to your valuable contributions. With us, your imagination will thrive in a free-flowing work environment where the shackles of by-rota processes will not stop you from realising your true potential.

We wish you an enriching career at Future Group.

Please sign and return to the undersigned a duplicate copy of this letter signifying your acceptance.

Welcome to the family!

For **Future Supply Chain Solutions Limited**,

Bikash Prasad
Head – People Office

Rohan Ramchandra Gavas

ANNEXURE

COMPENSATION STRUCTURE

Company Name: Future Supply Chain Solutions Ltd
Name : Rohan Ramchandra Gavas
Designation : Company Secretary
Band : 3B
Date of Joining : 07 November 2020
Zone : Corporate Office

	Salary Heads	Amount in Rs.
(A)	Monthly Payments	
	Basic	46952
	HRA	28171
	Food Coupon	2000
	Adhoc Allowance	49746
	Total Monthly Pay (GPM)	126869
	Total Gross Pay Per Annum (GPA)= GPM *12	1522428
(B)	Annual Payments	
	Ex-Gratia	15000
	Leave Travel Allowance	9996
	Provident Fund	67608
	Total Fixed Cost = Total Gross Per Annum +Annual Payments	1615032
(C)	Annual Variable Cash (Maximum Payable)	
	Performance Bonus	285000
	Total Cost = Total Fixed Cost + Annual Variable Cash	1900032
(D)	Health /Retiral Benefits	
	Gratuity (As per Act)	27084
	Medical Insurance	5604
	Life Security Plan Premium	8412
	COST TO COMPANY = Total Annual Cash + Health /Retiral Benefits	1941132

You are eligible for Membership Under Special Privilege Scheme of Future Group.



Bikash Prasad
Head – People Office

Rohan Ramchandra Gavas

Future Supply Chain Solutions Limited

Corporate Office : 7th Floor, 349, Business Point, Western Express Highway, Andheri (East), Mumbai 400069, India Phone + 91 22 71429100
 Registered Office : Knowledge House, Shyam Nagar, Off. Jogeshwari- Vikhroli Link Rd. Jogeshwari (E), Mumbai 400069 - www.futuresupplychains.com
 An ISO 9001:2015 and BS OHSAS 18001:2007 Certified Company - CIN No. : L63030MH2006PLC160376

VTrans Ltd

from 01.02.2021 to 08.05.2021



Offer Letter - V-Trans (I) Ltd.

1 message

Shilpa Chapukar <shilpachapukar@vtransgroup.com>
To: rohan.gavas@gmail.com

Tue, 15 Dec, 2020 at 2:31 pm

Dear Mr. Rohan Gavas,

This refers to your application and the subsequent interview you had with us. We are pleased to inform you that you have been selected as

Senior **Manager –Legal & Secretarial** at Corporate Office, in our organization at the mutually agreed salary as mentioned under:-

Name :- Mr. Rohan Gavas		
Corporate		
Basic	38000	456000
HRA	19000	228000
Conveyance Allowance	7600	91200
Transport Allowance	1600	19200
Education Allowance	200	2400
Corporate Allowance	45223	542677
Bonus (11.67%)	4435	53215
Total Gross	116058	1392692
Other Benefits		
P.F.	1800	21600
Bonus (8.33%)	3165	37985
Gratuity	1827	21923

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING (01/2021-22) OF THE BOARD OF DIRECTORS OF V TRANS (INDIA) LIMITED HELD ON TUESDAY, 20TH JULY, 2021 AT THE CORPORATE OFFICE OF THE COMPANY AT UNIT NO. 6, CORPORATE PARK, V N PURAV MARG, CHEMBUR, MUMBAI - 400071.

To take note of the Resignation of Mr. Rohan Gavas as Company Secretary of the Company

“RESOLVED THAT the resignation of Mr. Rohan Ramchandra Gavas (ICSI Membership No. ACS 25891) from the post of Company Secretary of the Company with effect from 8th May, 2021 be and is hereby noted and taken on record.

RESOLVED FURTHER THAT any Director of the Company be and is hereby authorized to sign and file e-form DIR-12 and such other forms and documents as may be necessary with the Registrar of Companies, Maharashtra at Mumbai and make entries in the statutory records and registers of the Company and to do all such acts, deeds and things as may be necessary or expedient thereto to give effect to the aforesaid resolution.”

CERTIFIED TRUE COPY

For V TRANS (INDIA) LIMITED


Hasmukh Shah
Director

DIN: 00042382



Date : 23/07/2021

Place: Mumbai

Total CTC (Monthly)	122850	1474200
Monthly Net Salary	114058	1368692

Your formal Letter of Appointment will be issued to you on joining to the company subject to submission of all required documents. The acceptance of this offer letter leads to an agreement with V-Trans (I) Ltd. and hence events of breach of this agreement, should be avoided.

As a token of acceptance kindly acknowledge the above through mail. Your offer letter hard copy will be sent to regional office after the normalization of situation.

We take this opportunity to welcome you to our organisation and wish you to have long & successful relation with us.

We wish you all the very best.....

Regards,

Shilpa Chapukar
National Manager - HR & Admin

Mobile +91 9323424052



GMR Goa Intl Airport Ltd

from 10.05.2021 to

Date: 03/04/2021
CS ROHAN GAVAS
Purva Apt, RN 201, Kansai Section, Near 3 Tyre Rd Ambamath E-421501
Ambamath
Maharashtra - E-421501

Subject: Appointment Letter as Lead - Secretarial

Dear CS ROHAN GAVAS,
Congratulations!

We are pleased to appoint you in GMR Group as Lead Secretarial in the Job Responsibility Level of PE in GMR GOA Intl Airport Ltd. based at GMR - Goa (GA 12 PJ01).

- i. Your Gross Annual Compensation, will be as per the details provided in Annexure-I.
- ii. Detailed terms of employment that will govern your employment with GMR Group are provided in Annexure – II
- iii. Please bring the original along with a set of photocopies of the documents listed at Annexure – III at the time of joining

As indicated in the detailed terms of employment enclosed (Annexure – II), this offer and your employment with GMR Group are subject to satisfactory completion of background investigation and medical fitness, according to GMR policy and standards. Your background verification may occur any time prior to or after your effective start date.

You shall join on or before 10/05/2021 at Site/ Office GMR - Goa (GA 12 PJ01). Any extension in the date of joining will be with the written communication from the company.

As a token of acceptance of this offer of appointment, please return the duplicate copy of this letter and its annexures with your signature on each page, in the space provided. This appointment letter is valid for 7 days from date of offer issue unless otherwise extended in writing.

We look forward to your contribution to the growth of the GMR Group and wish you the very best in fulfilling your potential with us.

Yours truly,
For GMR GOA International Airport Ltd.

Nitish Raj Victor
Head-Human Resources

I hereby accept & agree to abide by the Terms & Conditions of this Appointment letter.

(Name & Signature of the Candidate)

Page 1 of 14

COMPENSATION & BENEFITS STACK-UP			
NAME: CS ROHAN GAVAS		LOCATION: GADL Goa (GA12PJ01)	EFFECTIVE DATE: 10/05/2021
DESIGNATION: Lead - Secretarial		JRL: PE	SECTOR: Airports
OFFERED CTC			
A	Components of Salary through Payslip	Rs. (Per Month)	Rs. (Per Annum)
1	Basic Pay	66,507.00	798,084.00
2	House Rent Allowance	33,254.00	399,042.00
3	Special Pay	51,125.00	613,504.00
4	Children Education Allowance	0.00	0.00
	Sub Total : A	150,886.00	1,810,630.00
B	Components of Reimbursement Plan		
1	Food Coupons - Monthly	0.00	0.00
2	Petrol & Maint. Allowance	0.00	0.00
3	Leave Travel Assistance (LTA)	0.00	0.00
4	Gift Voucher - Annual	0.00	0.00
5	Group Mediciclaim Premia**	750.00	9,002.00
6	Group Term Assurance	0.00	0.00
7	Bonus / Exgratia	6,651.00	79,808.00
	Sub Total : B	7,401.00	88,810.00
	Retiral Benefits		
1	PF (12% on Basic Pay)	7,981.00	95,770.00
2	Superannuation	0.00	0.00
	Sub Total : C	7,981.00	95,770.00
D	Cost to Company (A+B+C)= D	166,268.00	1,995,211.00
	Variable Performance Pay*		254,789.00
	Total Cost To Company		22,50,000
<p>* Variable Performance Pay - You will be eligible for Variable Performance Pay (VPP) as per the VPP Scheme of the Company, which is linked to Group performance & Individual performance. Amount indicated is computed at Group & Individual rating of Very Good Performer (VGP). This is an indicative amount and not a guaranteed payment. The payment will be made to you provided you are on the rolls of the company on the date of disbursement. Company reserves the right to amend the variable pay program at any time.</p> <p>**Group Mediciclaim Premia -The premium indicated above for 'Group Mediciclaim Premia' is calculated for sum insured of Rs. 1,50,000/-</p>			
	Other Benefits		
1	Gratuity	Applicable as per Payment of Gratuity Act on completion of 05 Years of continuous service	
2	Food	Employees posted at sites are provided with food	
	Group Term Assurance**	Premium for Group term insurance shall be deducted as per the company policy	



Nitish Raj Victor
Head-Human Resources
Authorized Signatory

Your compensation is personal and confidential to you. Sharing/disclosing the same with anybody other than the designated authority is not permitted. The company reserves the right to change, modify or alter the compensation structure and other terms of services. All other terms and conditions of your appointment, not specifically altered by this letter, remain unchanged.

Terms and Conditions of Employment

1. The Terms & Conditions of employment contained herein must be read as a part of all of the Company's current policies. Your services will be governed by the terms and conditions of employment, policies of the company and operational instructions and procedures as amended from time to time.
2. **Probation:** You will be on probation for a period of 6 months. In case your performance does not meet the desired level, the probation period will be extended, in writing, for an additional period of 3 months. During the period of probation, either party may terminate employment with notice of one month or pay in lieu of notice, with or without stating any reason whatsoever.
3. **Confirmation & Notice Period:** You will be considered as confirmed in service only when you are intimated to that effect in writing. On confirmation, the notice period for separation on either side will be three (3) months. You will be required to attend office throughout the notice period. In the event of operating the provision of payment in lieu of notice, the notice pay shall mean the full monthly salary, including any other allowance payable. The option of offsetting the notice pay, partly or fully, by way of payment in lieu of notice period or by adjusting the privilege leave at your credit is at the sole discretion of the company keeping in mind business continuity.
4. **Background Verification:** You acknowledge that the company has offered you employment based on the specific information and records furnished by you or on your behalf. You authorize the company and its Agent to verify your background records and any information, documents, certificates provided by you as a proof to support your qualification, work experience, compensation etc., by signing and returning the Letter of Authorization document along with the relevant documents. If at any time, the company finds that there is a discrepancy or inaccuracy with respect to any information furnished, company at its sole discretion may decide to take appropriate action, including termination of service.
5. **Medical Fitness:** This offer of appointment is subject to satisfactory report on your medical check-up at Company's designated hospital/diagnostic center.
6. **Age of Superannuation:** You shall automatically retire from the service of the Company on attainment of 60 years of age, unless your service is specially required by the company, beyond this age. Such an extension will be in writing.
7. **Compensation:**
 - a. Your compensation will be reviewed on an Annual basis as per the Performance Management Process and Compensation policy. The company's performance review period is from 1st April to 31st March and compensation review is from 1st July each year.
 - b. You shall be solely responsible for paying any taxes, direct or indirect, State or Local, whether payable in India or elsewhere. The company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source, as per applicable laws/rules.
 - c. Periodically the Company may, modify any remuneration, benefit, facility or perquisite that has been extended to you.
 - d. Your Spouse, two dependent children and you will be covered under Group Medical Insurance Policy for an amount of Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand only) or enhanced to Rs 4,50,000 (Rupees Four lakhs Fifty Thousands only) per annum as per your request. The premium for the insurance coverage will be part of your Cost to Company. The option to cover your parents or parents-in laws under Group Medical Insurance Policy also exist on payment of additional premium by the employee. You will also be covered exclusively under Group Personal Accident Insurance and the premium for the same will be borne by the company
 - e. All information regarding your remuneration and terms of employment are confidential. We would urge you to respect this and not disclose the same to any employee other than your appropriate supervisor.
8. **Place of Employment:** The company may send you on deputation or transfer your services to any of its Departments, Affiliates, Subsidiaries or Associate Companies or from one establishment to another or to any of the group companies and entities existing now or which may be set up in future, here or in any other location in India or abroad, in which the company may be having any interest. Consequent to any such transfer, you will be governed by the terms and conditions of service applicable to such transfer. The salary and emoluments mentioned herein cover your services to the company as well as to any of its Affiliates/Associates/Group Companies.
9. **Code of Conduct:** The Code of Business Conduct and Ethics policy applicable to you is at **Annexure-IV**.

10. Restrictive Covenants

10.1 Confidentiality and Non-disclosure:

- a. During the course of your employment with GMR Group, you will have access to important confidential information, data or trade secrets and will become familiar with Employer's Proprietary Information, technicalities of agreements and contracts, financial, business marketing models and plans ("Confidential Information"). You shall keep the same strictly confidential and shall not divulge to any party except to the extent necessary for the purpose of due performance of your services.
- b. You shall not at any time, either during the continuance of or after the termination of your employment with the Company, use, disclose or communicate to any person whatsoever any Confidential Information which you have or of which you may have become possessed during your employment with the Company nor shall you supply the names or addresses of any clients, customers, vendors or agents of the Company or any company of the Group to any person except as authorised by the Company or as ordered by a Court of competent jurisdiction.

10.2 Intellectual Property:

Any work or output generated by you while performing the services during the term of your employment, including all electronic data, papers, worksheets, logs, records, reports, documents, training material and other materials developed or prepared by you, shall be the sole and exclusive property of the company. The company will own all intellectual property rights in any work, invention, discovery, improvement or design, which you make or conceive:

- a. While employed by the company with the business of the company or body corporate, or
- b. By using the resources, facilities or Confidential Information of the company or its Affiliates / Associates/ Group companies.

For the purposes of this clause, intellectual property rights include, but are not limited to rights in relation to or arising from patents, design registrations, trademarks and copy right.

You undertake to execute necessary documents and do all such acts, whenever required by the company to safeguard company's expectation that you will not use this information / knowledge for your own benefit or for the benefit of any third party or will not disclose to any third party in any manner, directly or indirectly, any Proprietary Information, Customer's Confidential Information, trade secrets or any other knowledge or information, except that which is public knowledge, of/or relating to the business of GMR or its customers at any time during or after your term of employment with GMR, without the express prior written consent of appropriate seniors at GMR.

10.3 Conflict of Interest:

During the employment with the company, we expect you not to carry on any business of your own or engage yourself in any other business / service.

10.4 Non -Compete:

Without prior written permission or clearance from President HR, You will not take up employment with any competitor, including the Vendors, Partners of GMR Group or Joint Ventures, within 12 months from the date of cessation of employment relation with the company.

10.5 Return of Material:

Upon cessation of relation with the company, you shall immediately return to the Company all Company owned equipment or property, including, but not limited to, automobiles, credit cards, cellular telephone equipment, business cards, laptops, hard drives, pen drives, computers and books & manuals by no later than the separation date. You shall also return all keys, passwords, tangible proprietary information, documents, books, records, reports, contracts, customer and contact lists, computer files and data (and any copies thereof), which exist in any medium, which may be prepared or obtained by you in the course of or incident to your employment.

The Company considers and you agree that, the restraints set forth hereinabove (on which you have had the opportunity to take independent legal advice) are necessary for the reasonable protection by the Company of its business or the business of the Group, the clients thereof or their respective affairs.

11. **Leave Policy:** Leaves shall be applicable as per the company policy and maternity benefits shall be applicable to the eligible employees as per the Maternity Benefit (Amendment) Act, 2017 and as applicable under ESIC Act.
12. **Social Media & Privacy Policy:** During the course of your employment, you would share various personal and sensitive personal information about you, your spouse or other family members or dependents with the Company. You have read and understood the Company's Privacy Policy carefully and hereby provide your unconditional consent to the Company to abide by the Company's Privacy Policy. Under the said policy, the Company can collate and use the above said personal and personal sensitive information within the Company or through Company's Authorized Service Providers while providing its services in any manner whatsoever. You hereby confirm not to raise any claim on the company in this regard during the course of your employment or after separation with the Company.

You also hereby confirm to have read and understood the Company's Social Media Policy as well and consent to abide by the same. In case any employee is found to be in violation of the said policy, necessary disciplinary action as prescribed under the said policy, can be taken against him (including termination of the services).
13. **Discipline:** You will be governed by the company's rules and regulations that may be promulgated from time to time. You shall not refuse to take up any assignment that may be offered to you by the company. You shall be expected to abide by the rules and regulations of the company, be courteous, honest and professional within the company or with its clients/customers, and maintain & represent the Company's high standards of professional Services at all times, whether in the Company or at its client's site(s). You shall be responsible for all company properties and material that are in your possession, and all infrastructure like telephones, computers, projectors etc. that have been provided to you to enable you in your work. You shall not publicly criticize, defame or misrepresent the Company and shall not, knowingly, commit any such actions which may result in the Company's image / business being adversely affected.

During the course of your employment with the Company, you will not solicit business of any nature, either directly or indirectly, for yourself, or for any other party, from the Company's clients and / or customers.
14. **Dispute Resolution:** In case of any claim regarding payment of dues, which includes but not limited to full & final settlement, you shall first raise the grievance with Sector HR Department, through your reporting manager. Company shall make all endeavors to resolve the grievances raised amicably within 30 days of the representation of the same. However, in case the issues is not resolved with 30 days, for any reason, the same shall be raised to CEO of the Business Sector, who shall make all efforts to resolve the same through internal consultation and mediation, within 7 days thereafter. During the above mediation/conciliation process, the dispute, if any, shall not be referred by you to any external agency or legal forum for redressal of the grievances.
15. **Consequence of Separation:** On cessation of your contract of employment with GMR, you agree to return to GMR any and all written information, documents, materials, CDs, data files or other media containing computer programs or data and all other property and equipment under your possession, custody or control and which constitutes, contains or relates in any way to Proprietary Information, Customer's Information or trade secrets of GMR or its customers, whether confidential or not, including any and all copies thereof which may have been made by you.
16. **Address for Communication:** You shall keep the Management informed of your latest postal address for communication all times and intimate in writing in case of any change of address. Any communication sent to you by the management on your last known address (as intimated by you) shall be deemed to have been duly served notwithstanding the fact that you have changed your address.
17. **Jurisdiction:** This appointment letter shall be governed and construed in accordance with the laws of India. It is agreed that any dispute of whatever nature between you and Management will be subject to exclusive jurisdiction of courts in New Delhi whether they be civil courts, industrial tribunals or any other courts or authority of whatsoever nature.
18. **General:** This appointment letter supersedes all verbal promises, implicit understanding you may have during the selection process.
19. By signing the letter of appointment, you have accorded your consent to the Company for holding and processing your personal data or information, as defined in the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, for legal, personnel, administrative and management purposes.



Please accept our hearty congratulations and we wish you a challenging and rewarding career!!!

Yours truly,
For GMR GOA International Airport Ltd.

A handwritten signature in blue ink, appearing to read 'Nitish Raj Victor'.

Nitish Raj Victor
Head-Human Resources

I hereby accept & abide by the Terms & Conditions of this Appointment letter.

Signature of the Candidate)

DOCUMENTS REQUIRED

1. Duly filled GMR SAP Form online.
2. Relieving letter Service Certificate from all previous employers
3. Two passport size Photographs
4. Certificates of all relevant educational qualifications (10th class onwards) and mark sheets (originals and photocopy)
5. Details of family members and two photographs of each member for Medical Insurance.
6. Document in support of your Age.
7. Proof of last drawn salary.
8. Copy of the PAN Card
9. Adhaar Card

CODE OF BUSINESS CONDUCT & ETHICS

1. Preamble

1.1 GMR Group believes that for an organization to succeed, grow and excel, it needs to be anchored to its Values and Beliefs and motivate all its employees to consistently display these values in the course of their interactions.

1.2 The Code of Business Conduct and Ethics, articulated below, embodies the Group's Values and Beliefs and endeavors to lay down guidelines for employees of the Group to follow to in their day to day work life.

1.3 All employees are requested to read and imbibe the Code of Business Conduct and Ethics and follow it in letter and spirit, so as to maintain the highest standards of values in their conduct to achieve organizational objectives.

1.4 The Group's Values and Beliefs shall act as the guiding principle in the enumeration, interpretation and periodic review of the Code of Business Conduct and Ethics.

2. Objective

2.1 The Company prides itself on the high standards embodied in its working principles. The Group expects its employees to adhere to these in their day to day activities.

2.2 The following Code of Business Conduct and Ethics is intended to provide guidelines for the Professional, Ethical, Legal and Socially Responsible behavior that the Group expects from its employees.

3. Applicability

3.1 All employees on regular rolls of the Company including Full Time Directors, Advisors, In-House Consultants, Expatriates and employee on contract are governed by this Policy.

3.2 Employees are the representatives of the Company and hence are expected to demonstrate high degree of discretion and astute judgment in their dealings.

3.3 Although due care has been taken to address most conceivable situations, it is not possible for this Code to cover every situation that may arise. In circumstances where employees are unable to consult an appropriate person in the Company, they are expected to use sound reasoning and good judgment in handling the situation in the interest of the Company and its Values.

4. Process Owner

4.1 The process owner of the Code of Business Conduct and Ethics is Business Chairman -Institution Building & Governance

5. Policy Guidelines of Conduct

5.1 National Interest

GMR Group is committed in all its actions, to promote the economic development of the country and shall neither engage in any activity that would adversely affect such objective, nor shall undertake any activity or project which is to the detriment of the national interests.

5.2 Stakeholders

GMR Group is committed towards enhancing Stakeholders' Value and complying with all the laws that govern Stakeholder's rights.

5.3 Use of the GMR Brand

The use of GMR name, logo and trademark shall be governed by manuals, codes and agreements as issued by the Company. No employee, third party or joint venture shall use the GMR Brand for any purpose without specific authorization.

5.4 Group Social Responsibility

GMR Group's Social Responsibility is aimed at anticipating and meeting relevant, emerging needs of the society in the areas of Education, Community Service, Health & Hygiene and Livelihood. The Group encourages its employees and their families to actively participate in CSR activities.

5.5 Competition

GMR Group shall market its products and services on its own merit and shall not make unfair and misleading statements about competitors' products and services. Any collection of competitive information shall be made only in the normal course of business. Further, an employee shall not take up employment with any competitor, including the Vendors, Partners of GMR Group or Joint Ventures, without prior written permission or clearance from President HR, within 12 months from the date of cessation of employment relation with the company. Further an employee shall not engage as a partner, consultant, officer, director, manager, agent, associate, investor, or otherwise work directly or indirectly with any competitor. For the purpose of this clause the term „Competitor" shall mean any business similar to the Company's business or which is wholly or partly in competition with any business carried on by GMR Group, its subsidiaries, affiliates or associated Companies.

5.6 Quality of Products and services

GMR Group is committed to deliver products and services of world class quality based on the requirement of its Customers and built to National and International standards.

5.7 Equal Opportunities

GMR Group shall provide equal opportunities to all employees and treat them with dignity. All decisions pertaining to eligibility, qualification and selection of applicants in all matters will be based on merit. No discrimination shall be made based on Community, Race or Gender.

5.8 Accurate and Complete Accounting

a. Employees shall use Company's funds and other property solely for the benefit of the Company. All disbursements must be lawful and consistent with Company policies.

b. No unrecorded fund, reserve, asset or special account shall be set up or maintained for any purpose. No false or fictitious entries shall be made in books, records, accounts, or in Company communications for any reason. No payment or transfer of funds or assets (such as tangible and intangible) shall be made for any purpose other than what is specifically authorized or is clearly within the discretion granted by the Company.

c. Employees are responsible for accurate and timely record keeping for all Company assets, liabilities, revenues and expenses in compliance with accepted accounting rules and controls. All books, records and documents must accurately and completely describe the transactions.

5.9 Settlement of Expenses

Employees shall settle all the expenses incurred on account of travel, loans & advance etc, as per the guidelines stipulated in the Policy/Policies.

5.10 Protection of Intellectual Property

Copyright of all designs, drawings, formulas, charts, methodologies, inventions, etc, shall be treated as “Work made for hire” and the intellectual property rights over the same shall vest with the Company.

5.11 Collaboration within GMR Companies

All GMR Group businesses shall cooperate with each other by sharing knowledge, infrastructure, human and management resources and making efforts to resolve disputes amicably, albeit without adversely affecting its business interests and shareholder value.

5.12 Confidentiality and Non-disclosure

a. Employees shall ensure that all information available to them in the course of employment in the Company are kept strictly confidential and she/he shall not disclose to any party except to the extent necessary for the purpose of due performance of her/his service/discharge of her/his duty to the Company.

b. An employee of GMR Group and her/ his immediate families shall not derive any benefit or assist others to derive any benefit from the access to the insider information about the Group, including information which is not available publicly. Such insider information may include among other things:

- i. Merger or acquisition, divestment of businesses or business units
- ii. Data or information such as profits, earnings and dividends etc.
- iii. Investment decisions, assets revaluation, restructuring plans etc.
- iv. Major supply and delivery agreements

c. All designated employees who are covered by the Insider Trading Regulations passed by GMR Infrastructure Limited (GIL) shall adhere to the provisions of those regulations while dealing in the shares of GIL.

5.13 Policy and Process Integrity

a. Antitrust or Fair Trading - Employees shall avoid any discussions or agreements with competitors about prices or credit terms, submission of bids or offers, allocation of markets or customers, restrictions on production, distribution or boycotts of suppliers or customers that would result in monopolization or anticompetitive markets.

b. Falsification or Destruction of information - No employee shall make any statement or do any act that encourages or results in unlawful, untimely, false or intentional misrepresentation, concealment or destruction of information in order to deceive or mislead.

5.14 Infrastructure

a. Using equipment and consumable resources - Employees shall ensure that all departmental equipment, resources, and consumable items are used for the work and business of the Department. This excludes certain:

- i. Limited, occasional and brief private telephone calls and faxes
- ii. Limited and occasional use of a photocopier
- iii. Limited and occasional use of the departmental email and Internet system subject to the government policy on use of the Internet and electronic mail

b. Using the Internet, Intranet, and Electronic mail

- i. Employees shall avoid using of computers for sending, receiving, and/or copying inappropriate material.
- ii. Employees will ensure that the transmission of information via communication and information networks and devices are made only if authorized to do so and in accordance with the relevant departmental protocols.

- iii. Employees will avoid sharing of password with another person, share another person's password/s, or record password/s which can be misused
- iv. The Department monitors the use of these networks and devices, and an employee may be called upon to explain her/his use of them

5.15 Protecting Company's Assets

- a. Misuse of Resources- Employees shall avoid any improper, unauthorized or unlicensed use of property or resources for non-business related reasons or purposes including improper use of systems and timekeeping.
- b. Theft- Employees shall avoid any unauthorized removal or taking of supplies, equipment, furniture, fixtures, products, cash, merchandise or other tangible property of the Company.

5.16 Unethical Transaction

- a. No employee shall assist in the misuse of Company funds, irrespective of the amount involved, including, the misappropriation of such funds for her/his personal benefit, or customers.
- b. All payment and transfers of premium and other items of value shall be made openly and must be disclosed and duly authorized by the concerned authority.

5.17 Bribery & Corruption including Gifts & Hospitality

- a. Except in connection with and specifically pursuant to programs officially authorized by the company, no employee shall accept, directly or indirectly take any money, objects of value, or favors / discounts from any person or company that has or is doing or seeking business with the company. All employees must disclose authorized transactions of this nature to the officer.
- b. All payments or transactions must be consistent with applicable laws and accepted practice and must be accurately recorded in the company's books and records.
- c. No employee shall directly or indirectly give or promise to give or offer any illegal or improper payment or comparable benefit of any person, including any public servant in consideration for or as a reward to obtain favour or business advantage for the company, which are not in conformity with the extant laws, rules and regulations.

5.18 Stakeholder Relations

Employees shall avoid statements or actions that negatively impact or hinder with Stakeholder, their relationships or agreements.

5.19 Relationship with Government and Public Officials

An employee of GMR may occasionally contact government and regulatory officials to keep them informed about her/his operations and positions on issues. She/he is responsible for these contacts and must understand and obey the laws governing lobbying activities and reporting requirements. She / He should also be familiar with specific rules set by individual agencies or other governmental bodies.

5.20 Compliance of Applicable Law by Expatriate Employee

All Expatriate employees shall be responsible for obtaining and retaining a valid Work Permit / Residence Permit / Employment Visa, during the subsistence of her/his engagement with the Company. The employee shall duly adhere to all rules, regulations and/or such other conditions imposed by any Government Authority. The employee shall keep the Company duly indemnified against all loss, damages, costs, expenses, proceedings, prosecution etc, arising out of any violation of the terms and conditions of the applicable laws, rules, regulations and orders passed in that regard

5.21 Public Representation

No employee shall, without the express consent of the /Management/ Competent Authority, call for Press meets, brief the Press or speak to the Media or participate in discussions, forums etc. in the media, to discuss any issues related to the business of the Company or future prospects or projections of the Company.

5.22 Charitable Contributions

Although employees are encouraged to be socially responsible and politically active, Employees may not contribute the Company's funds or assets to any Charitable Institution or similar Institution, unless such contribution is expressly permitted by law and has been pre-approved by the appropriate, authorized representative of the Company.

5.23 Political Activity

- a. No employee shall involve in any political activity directly or indirectly.
- b. No GMR employee shall canvas for any political party or candidate at any point in time.
- c. Employees may not contribute the Company's funds or assets to any Political Candidate, Party unless such contribution is expressly permitted by law and has been pre-approved by the appropriate, authorized representative of the Company.
- d. Any GMR employee who stands in elections for any public office may do so after informing the concerned authority within the Organization. Further, if elected to the post, the employee has to resign from the services of the GMR Group to pursue his public / political career.

5.24 Regulatory Compliance

Every employee shall, in her/his business conduct, comply with all applicable laws and regulations, both in letter and spirit, in all the areas in which one operates.

5.25 Third Party Representation

Third Parties which have business dealings with GMR but are not members of the GMR Group, such as Consultants, Agents, Contractors and Suppliers are not authorized to represent a GMR Group without the written permission. A Non-disclosure agreement is to be signed with the Third parties to support the confidentiality of the information. Third Parties and their employees are expected to abide by the Code in their interaction with and on behalf of GMR.

5.26 Sexual Harassment and Other Harassment Policy

GMR Group recognizes that Sexual Harassment violates fundamental rights of gender equality, right to life and liberty and right to work with human dignity as guaranteed by the Constitution of India. "Sexual Harassment" amounts to serious misconduct in employment, under the code of conduct /disciplinary policy governing employment. GMR Group employees, customers, vendors, consultants, and anyone else doing business on our premises, as well as those involved in activities in which our name is associated must comply with this policy. To meet this objective, measures shall be taken to avoid, eliminate and if necessary impose punishment for any act of sexual harassment, which includes unwelcome sexually determined behavior as per the Group's policy against Sexual Harassment.

5.27 Other Harassment

- a. The Group prohibits harassment of one employee by another employee or supervisor on any basis including but not limited to race, color, religion, marital status, national origin, physical or mental disability and/or age.



b. The purpose of this policy is not to regulate our employees' personal morality. It is to assure that in the workplace, no employee harasses another.

c. Harassment includes but is not limited to slurs, epithets, threats, derogatory comments, unwelcome jokes and teasing.

5.28 Whistle Blower Policy

The GMR Group provides a platform for employees to disclose information internally, which she/he believes shows serious malpractice, impropriety, abuse or wrong doing within the company without fear of reprisal or victimization.

5.29 Ethical Conduct

a. GMR Group expects its employees to maintain high moral and ethical standards. These standards are characterized by honesty, fairness, equity in interpersonal and professional relationships as well as in our day-to-day activities. A GMR employee is supposed to inform in case, if he deviates from the above standard. (or if any case is filed against him)

b. No GMR employee shall engage himself in any business activity. Further, if he directly or indirectly recommends any of his friends / relatives for any business dealing with GMR Group, he must disclose the nature of such relationships and transactions beforehand.

5.30 Dress Code

GMR Group expects its employees to follow a dress code which helps them to work comfortably at the workplace and at the same time project a professional image for our customers, potential employees and the community we are a part of. Hence, it is essential that all employees take pride in her/his appearance and maintain proper dress code and general appearance during office hours. Employees are expected to dress neatly and in a manner consistent with the nature of the work performed.

5.31 Environment, Health and Safety

a. Environment, Health, Safety and Laws of the land – Employees shall adhere to the laws of the land – wherever they are – and shall not violate, cause or any action that impacts the Environment and the Health and Safety of GMR Employees, Customers and at the Community at large.

b. Substance Abuse- To meet our responsibilities to Employees, Customers and Investors, the Group shall maintain a healthy and productive work environment. Misusing controlled substances or selling, manufacturing, distributing, possessing, using or being under the influence of illegal drugs and alcohol on the job is absolutely prohibited.

c. Threats and Physical Violence- No employee shall use threatening words, or assault or commit acts of violence or possess weapons, firearms, ammunition, explosives or incendiary devices in the workplace, on work premises or in work vehicles or elsewhere. The list of behaviors, while not inclusive, provides examples of conduct that is prohibited by this policy:

- i. Causing physical injury
- ii. Making threatening remarks
- iii. Aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress
- iv. Intentionally damaging employer property or property of another employee
- v. Committing acts motivated by or related to sexual harassment or domestic violence.

d. No Smoking - Smoking is strictly prohibited in the premises of the workplace. Appropriate actions shall be initiated against any person found contravening with the policy of this code.

6. Disciplinary Actions

6.1 All employees covered under this Code of Business Conduct and Ethics are required to adhere to the principles and rules laid down in this code. Failure to do so will attract appropriate action including disciplinary action against the employee who is found to violate these principles.

6.2 Disciplinary action may include immediate separation of employment or any other action as deemed fit at the Company's sole discretion. The Company will recover any loss suffered by it due to violation of the provisions of this code by any employee.

6.3 Disciplinary Proceedings against the delinquent employee shall be conducted in accordance with the principles of natural justice.

6.4 The employees of the Compliance Committee and/or employees of Audit Committee will be notified of any concerns about violations of standards for conduct of business, ethics, laws, rules, regulations or this Code.

6.5 GMR Disciplinary Policy shall form part of The Code of Conduct.

I hereby accept & agree to abide by the clauses of Code of Business Conduct & Ethics

(Name & Signature of the Candidate)



GOA INTERNATIONAL
AIRPORT

GMR Goa International Airport Limited



Survey No. 381/3, Mathura One
1st Floor, NH 17, Porvorim
Goa, India - 403 501
CIN U63030GA2016PLC013017

+91 832 240 8400 +91 832 240 8450
www.gmrgroup.in

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF GMR GOA INTERNATIONAL AIRPORT LIMITED AT ITS MEETING HELD ON JULY 21, 2021.

APPOINTMENT OF MR. ROHAN GAVAS AS THE COMPANY SECRETARY OF THE COMPANY

RESOLVED THAT pursuant to Section 203 of the Companies Act, 2013 read with the Companies (Appointment and Remuneration of Managerial Personnel) Rules, 2014 ("the Rules") and based on the recommendation of the Nomination and Remuneration Committee of the Board, Mr. Rohan Gavas, [a member of "The Institute of Company Secretaries of India (Membership No. A25891) be and is hereby appointed as the Whole-time Company Secretary and Key Managerial Personnel of the Company with effect from July 21, 2021, at a remuneration which shall be governed and guided by the GMR Group HR Policy.

FURTHER RESOLVED THAT Mr. Rohan Gavas, Company Secretary be and is hereby authorized to perform all such functions or duties that may be performed by the Company Secretary under the Companies Act, 2013 (including any modification or re-enactment from time to time and in force) and Rules made thereunder, and also any other duties that may be assigned to him by the Management of the Company from time to time.

RESOLVED FURTHER THAT Mr. Rohan Gavas, Company Secretary of the Company be and is hereby authorized to do all such acts, deeds and things authorized by the Board of Directors of the Company to be performed by the Company Secretary including e-filings with the Registrar of Companies, Ministry of Corporate Affairs, representation of the Company before statutory/ regulatory / judicial / quasi-judicial authorities, any other authority and signing of all forms, papers, applications to be submitted with any other statutory/ regulatory / judicial / quasi-judicial authorities, any other authority, including the Reserve Bank of India and Securities and Exchange Board of India.

RESOLVED FURTHER THAT any Directors, Mr. R.V. Sheshan, Chief Executive Officer and Mr. Rajesh Madan, Chief Financial Officer, be and are hereby severally authorized to submit necessary forms/ returns with the Registrar of Companies / the Ministry of Corporate Affairs and to comply with provisions of the Companies Act, 2013 in this regard"

Certified true copy

For **GMR Goa International Airport Limited**

Rajesh Madan
Chief Financial Officer

Date: July 30, 2021

Place: Goa

