

26-Oct-2022

To

**Rashmيرانjan Kisku**  
**Qtr No- B/1548, Nalconagar, Angul-759145, Odisha, India**

Dear **Rashmيرانjan Kisku**,

Welcome to the Dalmia Family!

We are happy that you have chosen Dalmia Bharat Group ("the Company") as your preferred organization to work. We are equally delighted to appoint you in our organization subject to the following terms and conditions:

**1. APPOINTMENT:**

- 1.1 You are requested to join the Company on or before **01-Nov-2022**.
- 1.2 You shall be appointed as **Executive Trainee** in **Dalmia Cement (Bharat) Limited** and will be reporting to **Territory Sales Manager**

**2. EMOLUMENTS, BENEFITS AND TAXES:**

- 2.1 Your emoluments shall be as per Annexure - I ("TCTC").
- 2.2 Your emoluments shall be paid to you after making applicable statutory deductions to be made at source. However, you shall be responsible for paying taxes, direct or indirect, state or local, whether payable in India or elsewhere, which may be payable in respect of the emoluments.
- 2.3 You shall be eligible for such incentives, retirement benefits, benefits and increments as are applicable to you as per the Company's extant policies and procedures at the given point of time and as per the applicable laws.
- 2.4 You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

**3. JOB RESPONSIBILITIES:**

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Registered Office: Dalmiapuram, Dist. Tiruchirapalli, Tamil Nadu-621 651, India

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- 3.1 Your duties shall be such as may be assigned to you from time to time. You shall abide by the rules, regulations, policies and procedures of the Company in this regard.
- 3.2 Your initial place of posting shall be at **Bhubaneshwar**.
- 3.3 You may be required to work from any location where the office(s) of the Company is located, to execute the duties assigned to you from time to time. Any change in your place of work shall be communicated to you in writing. After your initial joining as mentioned in 3.2 above, you will report to **Balasore** from where you will perform your duties till any further communication in this regard. Your services can be transferred from one job / position to another, from one department to another, from one location to another or to any other concern including to any of Company's affiliates, associates, Group Companies and / or entities in which the Company may be having any interest whether existing or which may be established in future. In such cases, you will be governed by the terms and conditions of service as applicable at the respective location.
- 3.4 You will also be required to work for the Company's affiliates / associates / group companies as and when needed. The TCTC and emoluments mentioned herein cover your service for **Dalmia Cement (Bharat) Limited**, as well as for any of its affiliates / associates / group companies.
- 3.5 Your reporting structure may be changed as may be required from time to time by the Company at its sole discretion and you shall not have any objection to such change being effected.

#### **4. PROBATION:**

- 4.1 You will be on probation for a period of 1 (One) year from the date of joining. At the end of 1(One) year, subject to satisfactory performance, your services will be confirmed in writing.
- 4.2 Based on your performance, the probation period may be extended for such further term as the Company may in its discretion deem fit.
- 4.3 Your services will not be treated as confirmed unless a communication to this

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effect is issued to you in writing.

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**5. GENERAL EMPLOYMENT OBLIGATIONS:**

5.1 During your employment with us, you shall not be engaged, concerned or interested directly or indirectly in any other occupation, business or employment whatsoever, without prior written permission and shall devote your whole time, attention and abilities exclusively to the performance of your duties and shall sincerely serve the Company and use your best endeavor to promote the interest and business thereof.

5.2 You shall be governed by the policy and procedures of the Company, as amended from time to time including the Company guidelines, the terms of which are hereby incorporated by reference. You shall abide by and carry out operational advice / procedures as contained in the Company's guidelines and other administrative advices as may be issued by the Company from time to time.

5.3 The work product 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. Without limiting the generality of the foregoing, the Company will own all intellectual property rights in any work, invention, discovery, improvement, innovation or design that you make or conceive.

- i. While employed by the Company and in connection with the business of the Company or a related body corporate; or
- ii. 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 copyright. You undertake to execute necessary documents and do all such acts, at the request of the Company that may be required to give effect to this provision. You shall return to the Company such materials within 24 hours of separation from your employment with us or at the request of the

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Company at any time during the term of your employment.

5.4 You shall keep the reporting manager and Human Resource In-charge informed of any change in postal address, status of education, marriage or any other change that the Company may require to know as it may affect the work by updating your personal profile in the HRIS (Human Resource Information System) at all times. Any communication sent to you by the Company 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.

5.5 You shall at all times comply with the provisions of SEBI (Prohibition of Insider Trading) Regulations 2015 as amended from time to time.

## **6. CONFIDENTIALITY:**

You understand and acknowledge that, in the course of employment with the Company, you will come into possession of certain confidential information belonging to the Company, its customers, its suppliers and others including but not limited to trade secrets, customer lists, supplier lists, pricing schedules, methods, processes, marketing plans, databases, software and know-how ("Confidential Information"). You agree and undertake that all Confidential Information available with you, including all copies thereof, shall be held by you in trust and solely for the benefit of the Company.

You shall, both during and after the employment with the Company without any limitation, keep all Confidential Information confidential and shall not use the same for your own benefit or the benefit of others, or disclose or divulge to others, any such Confidential Information except for the purpose of carrying out authorized activities on behalf of the Company.

As and when asked for by the Company, you shall return / destroy, without retaining any copies, Confidential Information to the Company and shall acknowledge and certify in writing that all such Confidential Information has been returned or destroyed. Upon cessation of employment, you shall return, without retaining any copies,

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Confidential Information to the Company and shall acknowledge and certify in writing that all such Confidential Information has been returned.

In the event you commit breach of this clause, then the Company will be entitled to take recourse to the rights and remedies, including claiming damages, which may be available to the Company at civil law and / or criminal law and / or equity.

**7. NON-COMPETE:**

In signing this letter of appointment as acceptance, you agree that during the period of twenty four (24) months following the separation of services, you shall not:

- a) Provide services for or be employed by, whether as an employee, director, consultant or otherwise, any entity that materially competes with the business you are currently employed with the Dalmia Bharat Group, or any entity associated or affiliated with the above businesses, in India or overseas, without prior approval from the Company.
- b) Solicit or endeavor to entice away from the Company or any of its affiliates any employee, or any other talent engaged by the Company or its affiliates (whether or not such a talent would commit any breach of the contract by reason of leaving the services of the Company or its affiliates), or any customer of the Company or its affiliates.

You acknowledge that the breach of any of the provisions of above Clause 6 and this clause 7 will cause irreparable loss and harm to the Company which cannot be reasonably or adequately compensated by damages in an action at law, and accordingly, the Company will be entitled to injunctive and other equitable relief to prevent or cure any breach or threatened breach thereof, but no action for any such relief shall be deemed to waive the right of the Company to an action for damages.

**8. NO-OBLIGATION:**

You will not at any given period, under any circumstances give or take money, articles and other personal gifts for personal use / consumption through any of our external customers / consultants / vendors

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**9. LEAVE AND OTHER SERVICE BENEFITS:**

You will be entitled to leave, holidays and other service benefits as are applicable to you as per the extant policy and procedures of the Company at any given point of time. Company guidelines are subject to change from time to time based on the ongoing dynamic need of the Company.

**10. RETIREMENT:**

You shall retire on attainment of such age which may be prescribed by the Company for retirement as per the extant policy of the Company unless specially required by the Company in writing to continue in service beyond this age which will then be only in the position of a consultant unless specified otherwise due to the criticality of the role and the situation in hand.

**11. SEPARATION:**

11.1 Separation, except during the probation, requires 3 (three) months' advance written notice or payment in lieu thereof, on either side. During probation, separation requires 15 days' advance written notice or payment in lieu thereof, on either side. However, the Management has the right to insist that you can get separated only after serving the notice period.

11.2 Your employment will be terminated forthwith on the happening of either of the following:

- (i) If you are guilty of any offence involving moral turpitude.
- (ii) If you remain absent for a continuous period of 7 days without approval.
- (iii) If you are found defaulting on the ethics front or on issues relating to the organizational values.

Upon separation of your employment, you (or your legal heirs as the case may be)

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shall immediately return to the Company, any and all documents, manuals, documented confidential information (without making any copies thereof and / or extracts there from), kits and other property belonging to the Company that may be created or entrusted to and / or placed in your possession by virtue of and / or during the course of your employment with the Company. In case of any destruction of the above, the Company reserves the right to take action as deemed appropriate.

- 11.3 You agree and undertake to pay at the time of separation any amount due and payable by you to the Company on any account whatsoever including but not limited to amount payable for breach of the terms of this agreement. In the event you fail to make this payment, then the Company shall be within its rights to adjust the amount from the sums that may be payable by the Company to you without prejudice to other rights and remedies which may be available to the Company against you.
- 11.4 In case you decide to leave the company before the expiry of 1(one) year of service from the date of joining, you are liable to reimburse all the cost and expenses incurred by the company in acquiring you.

## **12. ARBITRATION:**

All or any dispute(s) arising out of, touching upon, connected with, concerning or in relation to appointment letter or in relation to the employment with the Company including the terms, interpretation and validity shall be referred to arbitration to be conducted by an arbitral tribunal comprising of a sole arbitrator to be appointed by the Company. You agree that you will not have any objection / challenge to any appointment made as provided herein.

The arbitration shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory amendments / modifications thereof for the time being in force. The seat and venue of the arbitration shall be Delhi. The arbitration proceedings shall be in English language only.

The award made by the arbitral tribunal shall be final and binding on the parties.

## **13. GOVERNING LAW AND JURISDICTION:**

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This appointment letter shall be governed and construed in accordance with the laws of India and shall be subject to exclusive jurisdiction of Delhi Courts only.

**14. SEVERABILITY:**

If any provision of this appointment letter is determined to be void or enforceable under applicable laws, such provisions shall be deemed to be amended or deleted to the extent necessary to conform to applicable laws and the remaining provisions of this appointment letter shall remain valid and enforceable.

**15. OTHER TERMS:**

- 15.1 This appointment letter along with the annexure shall form the employment contract between you and the Company which shall be effective and binding from the date of your joining and subject to your completion of joining formalities as per the extant policy and procedures of the Company, successful medical checkup and satisfactory background verification / reference checks to the reasonable satisfaction of the Company in its sole discretion, before which it shall be considered to be only an offer of employment from the Company to you.
- 15.2 By signing a copy of this appointment letter, you hereby consent to conducting of a background verification / reference check by the Company either directly or a third party service provider who may be appointed by the Company for the said purpose.
- 15.3 The contents of this letter are based on the information given by you to us in your application/ employee data form and shall be considered to be null and void if any error / suppression in the Company's opinion is discovered in particular(s) furnished by you, including the details for background verification are found to be incorrect at any given point of time.

**Sincerely,**

**For Dalmia Cement (Bharat) Limited**

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**Uday Khanna**  
**Head HR**

Annexure - I

<b>Rashmiranjan Kisku</b>		
<b>Executive Trainee, BX_ET</b>		
<b>Components</b>	<b>Monthly (Rs)</b>	<b>Annual (Rs)</b>
<b>Fixed</b>		
Basic	8750	105000
HRA	4375	52500
Conveyance Allowance	1600	19200
Personal Allowance	9771	117249
Education Allowance	200	2400
Medical Allowance	1250	15000
<b>Total Fixed</b>	<b>25946</b>	<b>311349</b>
<b>Retiral</b>		
PF	1800	21600
Gratuity	421	5051
<b>Total Retirals</b>	<b>2221</b>	<b>26651</b>
<b>Annual Benefits</b>		
Hospital Insurance	1000	12000
<b>Total Annual Benefits</b>	<b>1000</b>	<b>12000</b>
<b>Total Cost to the Company</b>	<b>29167</b>	<b>350000</b>
* The Hospitalization insurance premium amount is notional. The same may vary as per the number of people enrolled.		
** Gratuity will be applicable as per the payment of Gratuity Act 1972		
***NPS and SAF are voluntary retiral benefits which if opted for will be deducted from personal allowance. This will be as per applicable policy.		

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