

Ref: HR/APPT/P/011110 /328  
Date: November 01, 2010

Human Resources Division



**Mr.Nirmalendu Biswas**  
**Vill:Gourisail, P.O.Gangsara Majhergram**  
**Dist:Nadia,Ranaghat – 741233**  
**West Bengal**

Dear Mr.Nirmalendu,

This has reference to the discussions we had and we are pleased to appoint you with us on the following terms & conditions:

1. You will be designated as **Assistant Manager – Engineering - MPP in Grade P2** with **Power Division** located at **Kolkata** and you may please report for duty on or before **November 01, 2010**.
2. Your Basic Salary will be Rs. 20000 (Rupees Twenty Thousand Only) per calendar month which will be subject to periodic review from time to time at the sole discretion of the Company.
3. You will be on probation for a period of six months from the date of your appointment. On satisfactory completion of the probation period, you will be confirmed in service.

If not confirmed/terminated after six months, this order will continue to be in operation, and the probation period may stand extended automatically for a period of further Six months (Such extension shall not exceed two terms of Six months each).

4. You will also be entitled to such allowances and perquisites as may from time to time be applicable to your Grade under the Company's rules which the Company may frame, revise, amend and/or modify. The same is attached to this letter as Annexure A.
5. You are liable to be transferred to and required to work at any place throughout India or elsewhere outside India.
6. If you are required to serve the Company outside India, in a Representative Office or on transfer to a subsidiary of Thermax, then you shall be governed by the Overseas Assignment Policy.
7. You will be eligible for the membership of the Employees Provident Fund or shall continue your membership, if you already are a member of that Fund.

8. You will be a member of Thermax Limited Employees Superannuation Scheme on such terms and conditions as the Company may from time to time determine.
9. You will be entitled to Gratuity as per the Payment of Gratuity Act.
10. You will be entitled to Earned Leave (EL) in accordance with the rules and regulations applicable from time to time. You will be entitled to salary and allowances during the period of your EL.
11. You will:
  - a) use your best skills, competencies and care in the business and affairs of the Company and at all times faithfully and diligently perform such duties as the Company shall from time to time assign to you.
  - b) not at any time during the continuance of the employment hereunder solicit, seek, engage or be interested or concerned either directly or indirectly or alone or jointly in any other office, trade business or occupation save with the previous permission in writing of the Company.
  - c) maintain at all times, absolute secrecy and confidentiality about all matters what so ever relating to the business of the Company that you may acquire by virtue of your employment, and undertake not to disclose any such information or part with any documents including but not limited to drawings, designs, know – how and / or any such Proprietary information and / or Intellectual Property Rights of the Company to any third party whilst in the employment of the Company or thereafter.
  - d) abide by Cyber laws in vogue and follow all Information Technology protocols as laid down by the Company from time to time for security of information & technology related transactions.
12. Any discovery or invention or secret process or improvement in procedure made or discovered by you whilst in the service of the Company in connection with or in any way affecting or relating to the business of the Company or capable of being adopted for use therein or in connection therewith shall forthwith be disclosed to the Company and if and whenever required to do by the Company, you shall, at the cost of the Company, apply or join with the Company in applying for letters patents or other equivalent protection in India and in any other part of the world for any such discovery, invention, process or improvement as aforesaid and shall at the cost of the Company execute and do all instruments and things necessary for vesting the said letters patents or other equivalent protection when obtained and all right, title and interest with the Company absolutely and as sole beneficial owner or in such other person as the Company may specify.



13. You will be:

- a) required whenever necessary in the opinion of the Company to undergo Medical test and / or seek proper medical attention for the purpose of maintaining good health.
- b) entitled to such medical benefit as are or may be applicable to executives of the Company in accordance with the rules and regulations in force from time to time.

14. Your employment may be terminated by the Company by giving you 3 months' notice in writing or salary in lieu thereof, and on expiry of such notice or on making of such payment, the employment shall stand terminated. For the purpose of notice pay, the Company shall consider your Basic pay as value of notice pay per month.

While on probation, this employment may be terminated by either side by giving Fifteen days notice in writing or Fifteen days Basic pay in lieu thereof.

15. If you wish to terminate the employment, you must give 3 calendar months' notice and serve the Company until the expiry of the said notice. The Company may waive the said notice period or a part thereof at its absolute discretion without making any payment for the period of notice or part thereof so waived.

16. On you attaining superannuation, you will receive from the Company for yourself, your wife and those of your dependent children normally living with you, rail and/or sea or air passage tickets to your Home town provided you avail of the benefit conferred by this Clause within 3 months of your superannuation. Further the Company will also pay reasonable pre-approved expenses as per prevailing policy relating to transfer expenses as applicable to your grade, incurred for the transportation of your household effects to the same destination. However this would apply, if and only if you retire from a location which is different than the one you were Head Quartered at the time of joining the company.

17. On termination of this employment, you will immediately return to the Company all correspondence, specifications, formulae, books, documents, market data, cost data, literature, drawings, effect or records, etc. belonging to the Company or relating to its business and shall not make any copies thereof.

18. You will retire from the services of the Company on the last day of the month in which you attain the age of Sixty years.

19. Notwithstanding anything to the contrary contained in this letter, if in the opinion of the Company you commit any breach in the observance of performance of your obligations hereunder or if you are, in the opinion of the Company, guilty of any misconduct, including disobedience, breach of duty or gross carelessness or if you absent yourself without leave and/or prior approval of your reporting authority



for a period of more than 7 days, then under such an eventuality, it shall be lawful for the Company, notwithstanding any waiver by the Company of any antecedent breach or circumstances, justifying the termination of your services under this clause, to terminate your employment forthwith without notice whatsoever and/or to dismiss you from the services of the Company without prejudice to the Company in respect of such breach or circumstances. In the event of such termination or dismissal you will be entitled to your salary for that month, if any, only up to the date of termination and not any other payment or allowance or facility.

20. In consideration of the terms and conditions agreed between the Company and you, you shall hereby undertake during the term of your employment with the Company, not to be associated with or be in service of or be Consultant, Retainer or be in any advisory, contractual or non-contractual form, associated with any organization, Company or firm or Industry Association or individual whether or not in combination with each other in the same business or businesses as the ones Thermax is in.

You hereby undertake to abide by the above for a period of 24 calendar months immediately succeeding the date of your exit from Thermax Limited. Thereafter, you shall intimate Thermax Limited in writing of your intention to associate with or be in the service of any organization, company or firm or industry association or individual in any capacity prior to such association or service.

This forms an integral part of terms and conditions of your employment with Thermax Limited.

21. For the purpose of this agreement, "Dependent" shall mean and include a child of the employee as per the Rules of the Company for the time being in force. The word "Dependent" has been defined by the Company as follows:

"Dependent shall mean and include an unmarried and/or unemployed daughter or son and that such daughter or son is below the age of 21 years."

22. Intellectual Property Rights: During the tenure of your employment with the Company, you shall have exposure and access to various novel and proprietary designs and technologies related to the company's business and existing and futuristic product range. All such information forms a vital part of the intellectual and technological property of the company. It is therefore obligatory for you to make sure that during your future professional career either in any other organization or as an individual, you shall neither divulge and/or share any such information, nor make use of any such information related to company's products and technologies for whatsoever reasons.

In connection with all the product patents that have been effective and in force prior to the date of your leaving this company and the designs and technologies of the products that you have access to, it is obligatory for you to make sure that,



during your future professional career you do not involve yourself in design, development, manufacture or any other activity related to the products covered by the patents and/or product technology, as mentioned above in a manner that can lead to infringement of the rights of the aforesaid by your prospective employer or by yourself as an individual.

Kindly be advised that infringement of patents rights is an offence under Patents Act, 1970 and the company has lawful rights to initiate suitable legal action against any person or entity involved in the infringement of the patents rights and/or Intellectual Property Rights of the Company.

**23. Pre-employment Medical Examination / Antecedents Verification**

This appointment is subject to your medical fitness and also subject to favourable report of your antecedents from your previous Employers / Refreers.

**24. Your appointment will be governed by *Annexure A & B* appended herewith.**

**25. If the above terms and conditions are acceptable to you, please return the enclosed copy of this letter with your signature in token of acceptance.**

Please let us know by a separate letter the details of your family or next of kin.

We welcome you to the Thermax family and wish you every success in your career.

Yours sincerely,

**For Thermax Limited**



**Ajay Vaidya**  
**General Manager – Human Resources**

Encl.: Annexure A, B & Enclosure C

I accept the terms and conditions mentioned above.

**Name** : \_\_\_\_\_

**Signature** : \_\_\_\_\_

**Date** : \_\_\_\_\_



**Annexure A– Effective 1/12/2007**

**ANNEXURE FORMING PART OF APPOINTMENT LETTER DATED November 01, 2010**

**NAME: Mr.Nirmalendu Biswas**

**Allowances / Benefits applicable to Grade – P2**

1. **House Rent Allowance:** You will be eligible for a House Rent Allowance of 50% of your basic salary + fixed HRA of Rs. 600/- per month, or Company Leased Accommodation as per the policy of the Company.
2. **Education Allowance:** You will be eligible for Educational Allowance of Rs.200/- per month.
3. **Conveyance Allowance:** You will be eligible for Conveyance Allowance of Rs.2100/- per month.
4. **Lunch Allowance:** You will be eligible for a Lunch Allowance of Rs.375/- per month, provided you do not avail subsidized / canteen lunch facility provided by the Company.
5. **Special Allowance:** You will be eligible for Special Allowance of Rs. 8100/- per month.
6. **Leave Travel Allowance:** On confirmation, you will be eligible for leave travel assistance as per the rules of the Company.
7. **Medical Benefits:** On confirmation, employees not covered by ESI scheme will be eligible for reimbursement of medical expenses at actual for themselves and family members as per the Scheme up to one month's basic salary per annum.
8. **STIP:** For the F.Y. in which a new employee joins, incentive will be given as per the offer document. From the year succeeding the 1<sup>st</sup> financial year the incentive amount would depend on the performance of the Company, Division and Individual, and would be computed as per the Company Scheme. However, STIP is purely discretionary and could be modified, amended or even not given, purely at the discretion of the Company. The employee has not right per se for STIP.
9. **Provident Fund:** You will participate in the Provident Fund Scheme as applicable to employees of the Company. The scheme provides for employee's and Company's contribution at the rate of 12% of basic salary.
10. **Gratuity:** On rendering five years of continuous service in the Company, you will be eligible for gratuity as per the terms and conditions of "Group Gratuity Cum Life Assurance Scheme" in force in the Company.
11. **Superannuation:** You will be eligible to be covered under the Company's Superannuation Scheme as applicable to our employees in various grades.



12. **Shift Working:** You may be called to work in shift duties as and when required.
13. **Travel:** Whenever you are required to undertake travel on Company work, you will be reimbursed travel expenses as per Company rules / policy on Mileage Reimbursement / Domestic Travel / International Travel Policies as applicable to your Grade.
14. **Leave:** All regular employees are entitled to Earned Leave (EL) @29 days per annum. Only the actual working days (excluding the intervening holidays) during a leave period is considered as leave. The total leave entitlement is combined and covered under the head of EL, and the same can be availed for reasons of casual, sick, and annual leave, and for denominations of half a day upward.
15. **General:** The above terms and conditions are based on Company Policy, Procedures and other Rules and Regulations currently applicable to the Company's employees and are subject to amendments and adjustments from time to time.

For Thermax Limited

  


Ajay Vaidya  
General Manager – Human Resources



Date: 19<sup>th</sup> March, 2014

**TO WHOM IT MAY CONCERN**

**Mr. Nirmalendu Biswas** has been an employee of Thermax Limited, Power Division from **01/11/2010** to **19/03/2014**.

During his tenure with us, he has ably handled major responsibilities as an Assistant Manager in detail Engineering Department (Mechanical) in the following projects:

- 1×25 MW & 30MW Captive Power Plant at Amlai, Shahdol, Madhya Pradesh for Orient Paper Mill Limited.
- 1×50 MW Captive Power Plant at Vishnupuram, Nalgonda, Andhra Pradesh for India Cements Limited.
- 1×30 MW Captive Power Plant at Zambia for Dangote Industries (Zambia) Limited.
- 1×25 MW Captive Power Plant at Mangrol, Rajasthan for J K Cement Limited.

We have found him to be highly motivated, duty bound and a committed team player with conceptual knowledge in Power Plant detailed engineering.

We wish him all success in his future endeavor.

**Pradipta Dutta**

Head - Kolkata Design Centre (Power Division)