



DB (INTERNATIONAL) STOCK BROKERS LTD.

- NSE-CAPITAL MARKET, F&O & CURRENCY SEGMENTS
- BSE-CAPITAL MARKET, F&O & CURRENCY SEGMENTS
- DEPOSITORY PARTICIPANT-CDSL • IPO, MUTUAL FUND & BONDS

402, New Delhi House, 27 Barakhamba Road, New Delhi - 110 001
TEL.: 011-43606162, Email : compliance@dbonline.in, website: www.dagabusiness.com
CIN : L67120HR1992PLC035349

Dated: 07th February, 2019

To, Department of Corporate Services Bombay Stock Exchange, Mumbai Phiroze Jeejeebhoy Towers 28 th Floor, Dalal street Mumbai- 400001	To, Listing Department National Stock exchange of India Limited Exchange Plaza, Plot No. C/1, G Block Bandra- Kurla Complex, Bandra (E) Mumbai- 400 051
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Subject: Outcome of the Board Meeting (BM-5) held on Thursday, 07th day of February, 2019.

Dear Sir/Ma'am

The outcome of the Meeting of the Board of Directors of the Company held on Thursday, 07th day of February, 2019 at 2:00 P.M at the corporate office of the Company at 402, New Delhi House, 27 Barakhamba Road, New Delhi, 110001 is as follows:

1. The Board of Directors approved appointment of Mr. Vishnu Kumar Sharma for the post of Chief Financial Officer with effect from 07th February, 2019.

The Board Meeting of the Directors was concluded at 3:30 P.M. with vote of thanks to the Chairman of the Board Meeting.

Kindly take the same in your records.

Thanking You,
Yours truly,

For DB (International) Stock Brokers Limited



Shiv Narayan Daga
Managing Director
DIN: 00072264

Encl: Appointment Letter



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Dated: 01st October, 2018

Name: Vishnu kumar Sharma

Address: B- 401, Greenarch, Plot No. GH-10A
Sector-techzone IV, Greater Noida (West)
Uttar Pradesh- 201318,

Subject: Letter of Appointment

Dear Vishnu kumar Sharma,

With reference to your application and interviews, we are pleased to appoint you as a Finance Head of the Company and you will be promoted as Chief Financial Officer in the Board Meeting of the Company. You will be posted at New Delhi on the following terms and conditions:

- 1. DESIGNATION:** You have been appointed as a Finance Head w.e.f . 01st, October, 2018 and you will be promoted as Chief Financial Officer in the Board Meeting of the Company.
- 2. SALARY & BENEFITS:** The value of your annualized reference salary in CTC will be Rs. 1,12,500/- per month. The management reserves the right to restructure, revise, change the compensation etc. at its description.
- 3. JOB DESCRIPTION:** Your duties & responsibilities will be explained to you on your joining the organization. However, you shall execute and perform all such duties that may be assigned to you from time to time and the management reserves its rights to change these at its discretion.
- 4. REPORTING:** You shall report to the concerned officer as assigned to you from time to time.
- 5. PLACE OF POSTING:** Your initial workplace will be at 402, NEW DELHI HOUSE 27, BARAKHAMBHA ROAD, NEW DELHI-110001. However, the employer will be within its right to transfer the employee to work or loan his services to any other associated company/unit/branch /division /department where an employer has an office or branch to work either at present may have at any time in future.

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[Signature]

6. **ATTENDANCE:** Every employee need to put his thumb impression daily in the morning and in the evening for the attendance purpose. Based on this salary sheet would be prepared.
7. **BOND AND NOTICE PERIOD:** You are required to work for a minimum period of 24 months. If you leave the organization for any reason prior to the minimum working period of 24 months, you will be liable to re-pay salary paid to you during the last Three months period to your leaving. In case you wish to leave the organization after 24 months period, you are required to give 2 months advance notice. Advance notice of 2 months can be submitted only after completion of 24 months. The bond clause in appointment letter will never impact your appraisals

The authority of terminating this bond clause or period at any point in time lies with the company. The company may terminate it before the expiry of the contract by giving a notice period of one month in writing to you. The bond agreement can be terminated immediately by the company if you are found guilty of any misconduct or neglect in performing your duties that has affected the business or you commit any breach of contract.

GENERAL:

1. **SERVICE RULES AND REGULATIONS:** During your employment with the company, you will be governed by the services rules and regulations of the company in force or as introduced or amended from time to time.
2. **CODE OF CONDUCT:** You are expected to perform your duties with due diligence, honest and ethical practices. Any misconduct on your part, if found, your services shall be terminated without giving any notice or compensation.
3. **DUTIES/RESPONSIBILITIES:** You will apply yourself diligently and faithfully to the work that may be assigned to you from time to time and will confirm to such directions that shall be given to you by your superiors. The employee will devote his whole time and attention to the interest of the employer & will not engage himself in any other work either paid or in honorary capacity.
4. **LEAVE:** You will be entitled to take leave as per the existing rules of the company as applicable from time to time you are required to follow the laid down procedure for availing leave.
5. Employees are expected to conduct their behavior towards any member of the public/staff that they come across should be courteous. The Management reserves the right to take disciplinary action against any employee who has been found to misbehave with any member of the public or any other individual.

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6. You shall not directly or indirectly engage in any capacity whatsoever with any of our client organizations during the course of your employment with us.
7. The income tax liability or any other statutory liability with regard to your salary and perks will be your liability and will be governed by the tax laws of the country as applicable from time to time.
8. Statutory Benefits such as PF, ESI etc. shall be governed by as per applicable Government regulations. If not, such benefits shall be governed as per company's policy announced from time to time at the discretion of the Management.
9. The company expects a specific level of performance from you and also expects you to cultivate excellent relations with your colleagues, sub ordinates, superiors, public and clients.
10. You are required to deal with the company's money, material and documents with utmost honesty and professional ethics. If you are found guilty, at any point of time of moral turpitude; dealing with the company's money, material or documents or of theft, regardless of the value involved, your service will be terminated with the immediate effect, notwithstanding other terms and conditions mentioned in the appointment letter. The Management reserves the right to recover any damage caused on this account from you.
11. You may be required to undertake travel on company's work as and when required. In case of travel on company business, you are entitled to such travel expenses as may be in force from time to time.
12. Upon termination of your employment you will return to the Company all papers/documents/or other properties, which may be in your possession at the time relating to the business of the Company and will not retain any copies of extracts.
13. Please ensure that you submit all the required documents, certificates at the time of joining. In case the said particulars are found to be incorrect or that you have concealed or withheld some other relevant facts, your appointment with the company shall stand terminated without any notice or compensation.
14. The information given by you about your date of birth, Education Proofs, etc., will be entered in our records cannot be altered at your option at a future date. In the event that this information provided by you is found to be false at any stage during your Job with us, your services are liable to be terminated with immediate effect, as this will tantamount to loss of confidence.

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15. You shall, at all times, maintain absolute integrity and devotion towards your duty and good behavior and conduct yourself in a manner conducive to the post, discipline, interest, credit and prestige of the company and you will always maintain absolute secrecy with regard to the operations / affairs of the company.
16. **CONFIDENTIAL:** You shall maintain strict confidence in matters, data, information, documents etc. that you may come across in the course of your services with the company and even after your services with us. Please note that you are expected to keep the salary package strictly confidential and not to share with information regarding the salary with anyone including other employees in the organization.

Please sign the duplicate copy of this appointment letter and return to us as your acceptance of the appointment and terms/conditions contained herein.

We wish you the best in your Job with us and trust that you will find this period of mutual association very enriching.

Yours sincerely

Shiv Narayan Daga
DB (International) Stock Brokers Limited



I, Vishnu Kumar Sharma have read and understood the above terms of appointment and hereby accept them and shall abide by them.

My address for communication is: B- 401, Greenarch, Plot No. GH-10 Sector-techzone IV, Greater Noida (West) Uttar Pradesh- 201318,

Telephone No: 9873981162

Dated: 01st October, 2018

Signature: