



Serving Life

Appointment Letter

Date 01.03.2022

To,
Mr. Vaibhav Ravindra Telure
 Dear **Mr. Telure**

Please refer to our welcome letter dated 24th February 2022. We are pleased to offer you the position for the post of **Area Sales Executive** in **Transplant Mankind (Sales Division of Mankind Pharma Ltd.)** on the following Terms and Conditions read with Mankind Code of Conduct and Policies. Your deemed date of Joining will be considered as 1st March, 2022;

1. **Date of Reporting** : **01-Mar-22**
2. **Designation** : **Area Sales Executive**
3. **Department** : **Sales**
4. **H.Q.** : **Mumbai**
5. **COMPENSATION STRUCTURE:** You shall be placed in the appropriate band/responsibility level of the Company, and shall be entitled to compensation (salary and other applicable benefits) as specifically detailed in Annexure 1 & 2. Please note that the same is as governed by the rules of the Company on the subject, as applicable and/or amended hereafter.
6. **COMPANY RULES IN GENERAL:** You will be governed by the rules and regulation of the company now in force and as revised from time to time.
 - a. The emoluments/benefits due to you shall be liable/ subject to tax in accordance with the provisions of The Income-Tax Act and the Rules made thereunder and any other legislation applicable in this regard and as may be in force from time to time.
 - b. In the matter of Provident Fund, E.S.I., Employees' Pension Scheme, Gratuity, etc., you shall be governed by the rules and regulations of the division and statutory provisions, if any, which are in force from time to time. Payment of Bonus (Including Special Bonus) is governed by Payment of Bonus Act 1965 as amended.
 - c. You shall be covered under Group Personal Accident Policy.
 - d. If at any time during the period of your employment you are found to be dishonest, disobedient, Intemperate, Irregular in attendance or at work or commit a breach of the terms of your employment, the Division shall not withstanding anything to the contrary that may be contained herein, be entitled to terminate your employment forthwith without any notice whatsoever or payment in lieu of notice and may deduct without prejudice to any of the rights and remedies which the Division may have against you from the emoluments, if any, then due to you, the amount of any loss the Division may have sustained has occurred shall be final, conclusive and binding upon you in all respects and shall not be questioned by you on any grounds whatsoever.

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In the event of your being found indulging in any acts of omission or commission constituting a misconduct including unwelcome physical contact and advances and/or a demand or request for sexual favours, and/or sexually coloured remarks/jokes, and/or showing pornography and/or any other physical, verbal or no-verbal Conduct of a sexual nature, which will tantamount to an act of moral turpitude, the Division has the right to suspend you, pending issue of charge sheet and inquiry and till its final disposal without any salary and allowance.

- e. For the purpose of counselling, you may be called upon to stop working in the field and attend counselling sessions by your superiors as and when called upon to do so or at H.O.
- f. You will be discharging your duties diligently and sincerely and will not divulge any secrets of the Division or its trade which may come to your knowledge during the course of your employment with the Division.
- g. You shall not publish or cause to be published any publication or contribute to any article or review to any newspaper, magazine or book, brochure or pamphlet or other publication in any way related to or concerning the Division's products or policies without prior clearance from the Division.
- h. You will not borrow or collect any money on Division's account from any dealer or doctor or other party. You shall not accept or undertake to accept either directly or indirectly any gift, commission or other favour of any kind whatsoever in connection with your work without the prior consent of the Division.
 - (i) You will undertake to adhere to such scheme/procedures as the Division may at its sole discretion introduce/withdraw/alter/modify from time to time.
 - (ii) You shall maintain normal disciplines and decorum while attending doctors, customers and in briefings, cycle meetings, etc.
 - (iii) In the event of your failure to fulfil all the above obligations, the Division shall be at liberty to treat you as absent from fieldwork unless all working reports are completed to the satisfaction of your superiors.
- i. Non-submission of DCR/non-submission of leave application/false reporting of calls in DCR and false claim through Tour Expense Statement is a serious misconduct which will render you liable for severe disciplinary action.
- j. It is ordinarily presumed that this contract of employment is renewed from time to time till you reach the age of superannuation on the understanding that your performance in the job is satisfactory and acceptable in all respects. You will be advised from time to time about your performance especially, if and when, it falls below satisfactory level. If the Management finds that you are incapable of performing the job/jobs assigned to you, in spite of best efforts on your part, the Management will be at liberty to terminate this contract of employment at any time on giving one month's notice or salary in lieu of such notice. In other words, it will be presumed that the contract has not been renewed from the date of such termination.
- k. You will be provided with necessary promotional material, identity/visiting cards, product literature, training manuals, stationery etc. In the event of your leaving the Division by way of resignation, retirement, termination or any reason whatsoever, you shall return all the Division's property in your possession such as and including printed stationery, unutilized samples, visual aids, detailing folders, guidebooks, promotional material, gadgets, detailing bag, identity cards, No Due Certificate from all stockiest, imprest, cash/advance, if any, and/or any other articles to the person nominated by the Division and your dues shall be settled only on receipt of the Division's property. In case, you fail to return the company's property including NO Dues Certificate, within 30 days from the date of relieving or the time prescribed under the applicable laws (whichever is less), the company shall recover the amount from your full and final settlement dues, without further reference / notice to you.

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- I. You shall neither assign nor pledge to third parties including Wholesalers/C&F Agents, any financial or other benefits to which you are entitled under the terms of the Offices Employment/ Agreement/ Contract with the Division.
 - m. If at any time, the Management is not in a position to provide you work for trade reasons or business exigencies you may be laid off from work for reasonable time without any leave or compensation.
 - n. If any question of interpretation of any terms/conditions of your appointment/employment arises, the Division decision shall be final and binding on you.
 - o. You are required to submit the following documents on or before your date of joining.
 - (i) Certificate in support of the qualifications mentioned by you in your application.
 - (ii) Certificate supporting your date of birth/School leaving certificate.
 - p. You shall communicate to the division if there is any change in your address as well as personal status. All communications sent to you in normal course at the address given shall be deemed to have been served on you.
7. **DOUBLE EMPLOYMENT:** You are not allowed to work in any other place / Office / area for any remuneration while working in company's service for full time, nor shall hold any business, directly or indirectly.
8. **AREA OF ACTIVITY AND TRANSFER:** Your headquarter for the time being will be as mentioned. Such territory as may be assigned to you by the Management. You are liable to be transferred, without any additional compensation, to any Area/Territory, other division of company in India whether existing or formed in future as the Management may from time to time deem necessary at their sole discretion. Your refusal to such transfer or in case you fail to report for duties at the transferred place will be considered, as your unwillingness to serve the company, and in such case, Management will be free to terminate your services by giving 24 hrs notice, provided that no such notice **shall be required to be given if your services are terminated when you are on training** (probation).
9. **RETIREMENT:** Without prejudice to any other rules and regulation of the company and any laws, you shall retire from the service of the company on completion of 25 years of continuous service with the Company or on attaining the age of 60 years. The retirement age can be reduced/advanced in case you are found to be medically or physically unfit or at the absolute discretion of the Company. The date of your birth will be counted by your educational certificates given by you at the time of employment with the company and will be final and binding on you.

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MANKIND PHARMA LIMITED

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 CIN No. U74899DL1991PLC044843, E-mail : contact@mankindpharma.com www.mankindpharma.com



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- 10. ROTATION POLICY:** In the course of service without any prejudice to any other **Rules & Regulations** of the company, you may be asked to promote any product(s) of group or may be transferred to any division(s) of the group. Your unwillingness to accept the opportunity shall be treated disregard to company policy and management is free to take any disciplinary action for this.
- 11. MEDICAL EXAMINATION:** You might be asked to undergo medical examination during the course of your employment as and when directed by the management.
- 12. MISCONDUCT:** The following acts and omissions will be considered misconduct on the part of field member :
- Non fulfilment of rules and regulation of the company.
 - Double employment.
 - Refusing or avoiding transfers.
 - False reporting.
 - Unauthorised Social Media usage w.r.t Company or work.
 - Misuse of physician's samples and promotional material.
 - Leaking confidential information.
 - Giving false information in application form and course of employment.
 - Disobeying the instructions or assignments given by seniors.
 - Non-participation in quarterly meeting, indoor refresher course and field refresher courses.
 - Fake billings and claiming expenses which were not borne by you in actual.
 - Bad administration work.
 - Demanding or accepting gifts/money in any form (loan or gift) from doctors / chemists / stockiest / C&F agents with whom the company has business contacts.
 - Indulging in coercive / wrong activities with any doctor / stockiest / dealer or any other employee of our company or any other company with in the establishment of the company or outside it.
 - Refusal for accepting charge sheet, order of suspension, notice & letters.
 - Any other activity which are against moral values.

If found guilty for any of the above mentioned misconduct, your services are liable to be terminated by way of dismissal without any notice or any compensation whatsoever.

13. WORKING DAYS:

- Working days are from Monday to Saturday.
- You will interview / interact a minimum average 15 doctors everyday keeping in mind the convenience of the doctors. These calls must be made as effective as possible.
- You will post daily reports, expenses statements, sample acknowledge form, market reports, stock & sales statement of your stockist, list of doctors not contacted and any other reports required by your managers / office at the intervals directed by them.
- Visit record should be maintained up to date at all time.
- All letters from the office must be acknowledged and attended to within 3 days from receipt of the letters.
- If the daily reports or other reports are not received by the company within 7 days from their scheduled dates, it shall be considered that you have remained unauthorised absent from work, not entitling you for any payments / remuneration, for the period for which the said reports are not submitted.

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14. **PAID HOLIDAYS:** You will be eligible for ten paid holidays in a calendar year.
15. **ENQUIRY & PENALTY:** If anyone is found indulging in any type of misconduct stated above the Management have the right to initiate inquiry for the said misconduct, or you may be awarded with the following penalties depending on the nature & severity of the misconduct:
- Suspension
 - Dismissal
 - Compulsory Retirement
 - Termination
 - Withhold of increments or promotions.
 - Imposition of fine.
- The above penalties shall be final, conclusive and binding upon you in all respects and shall not be questioned by you on any grounds whatsoever.**
16. **LOSS OF LIEN:** If you do not join the assigned Head Quarters or you remain absent without prior sanctioned leave in writing from the reporting manager for a continuous period of five days, you will lose your lien on your appointment.
17. **RESIGNATION:** If you desire to leave the services you shall give one month's notice in writing to the company. If you leave the services without giving one month's notice, the company shall be entitled to deduct one month gross salary from your dues. In case of resignation tendered by you, you will not be relieved of your duties unless the resignation has been accepted in writing by the company and unless you handover complete charge of your job as well as materials, articles and things belonging to the company that may have come in your possession during your employment, to the Management or the superior concerned.
18. You are covered under category "Sales Man" as per Sales Promotion Employees Act. "Sales man" means any person by whatever name called employed or engaged in any establishment for hire or reward to do any work relating to promotion of sales or business as per the sales promotion employees Act, 1976, 2(d).
19. **JURISDICTION:** You will be governed by Head Office at Delhi. Your salary will be deemed to have been paid at Delhi and for all purpose, your appointment also will be deemed to have made at Delhi. In case of any dispute that may arise between you and the company in connection with any of the matters specified in this agreement, it is specifically agreed and understood by and between the parties that the courts situated in the city of Delhi alone will have jurisdiction to try and entertain such matters.

You are requested to implement the measures introduced by the management from time to time. Such changes can be in plans, procedures, systems required for the benefit of the company.

We hope this is beginning of your long and prosperous career with us.

Yours Sincerely

FOR MANKIND PHARMA LTD


 Farhat Umar

President – Global Human Resources

 Self Attested: Vaibhav Telure


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Mr. Vaibhav Ravindra Telure

Date: 01-Mar-2022

Area Sales Executive

Sales

Annexure 1

Following would be your CTC.

SR.NO.	SALARY HEADS	MONTHLY (₹)	ANNUALLY (₹.)
A	FIXED COMPONENTS		
1	Basic	23,453	2,81,436
2	House Rent Allowance	11,727	1,40,724
3	Child Allowance	200	2,400
4	Metro Allowance	2,000	24,000
5	Special Allowance	4,426	53,112
6	IMGI	3,000	36,000
GROSS TOTAL		44,806	5,37,672
B	RETIRAL BENEFIT		
7	Gratuity	1128	13,536
8	Provident Fund	1,800	21,600
9	ESIC	-	-
C	OTHER BENEFIT		
10	Bonus	700	8,400
11	Special Bonus	1,300	15,600
12	Leave travel allowance	275	3,300
13	Insurance Premium	25	300
GRAND TOTAL		50,034	6,00,408
IN WORDS:	Rupees Six Lakh(s) Four Hundred Eight Only		

*You are also eligible for standard daily working allowances as per company policy applicable from time to time in the region of your posting.

Group Medicalim Policy: Covers Self, Spouse, upto 2 children and 2 dependents subject to limit defined in Company policy

Group Accident Insurance Policy: Coverage as per Company policy

Please confirm your acceptance of the salary structure as attached in Annexure-1 by signing and returning this letter in duplicate for our records.

Acceptance: *Vaibhav Telure*

FOR MANKIND PHARMA LTD.

Date:

Farhat Umar

President – Global Human Resources



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Mr. Vaibhav Ravindra Telure

Area Sales Executive

Sales

Annexure 2

Your Daily Allowances and Monthly expense limits will be governed by the table below:

A. Daily Allowance:

HQ (Rs.)	Ex. (Rs.)	Out-Station Without Bill (Rs.)	Out-Station With Bill (Rs.)	Out of Pocket (In Transit) (Rs.)
325	350	350	1000	-

B. Travel Allowance:

100 KM- 3.00, 101 To 500 KM - 2.50 & 500 KM - 2.00

For Wear & Tear - Rs. 100 / month

C. Monthly Expense Limits:

Reimbursement will be done basis the table, however, bills are mandatory for the claims to settle.

Expense Category	Amount – Max. Limit/ month (Rs.)
Stationery /Xerox/ courier	With Bill: Upto Rs. 500/ month
Phone/ Internet With Bills	With Bill/ Without Bill: Upto 475/ month

Acceptance:

Vaibhav Telure

FOR MANKIND PHARMA LTD.

Date:

Farhat Umar

President – Global Human Resources



MANKIND PHARMA LIMITED

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