



## INTAS PHARMACEUTICALS LIMITED

2nd Floor, Chinubhai Centre, Off. Nehru Bridge, Ashram Road, Ahmedabad - 380 009. INDIA  
Tel. : 079-26576655 Fax : 079-26578862 Web Site : <http://www.intaspharma.com>

Factory : Plot No. 457, 458, Vill.-Matoda, Bavla Road, Ta. -Sanand, Dist.-Ahmedabad. Pin-382 210.

IPL/APT/FLD/280148/06

JULY 25, 2006

**Mr. DHIRAJ TIWARI**

S/O. SRI MANIKCHAND TIWARI

VILL - DEIPUR

POST - KARIYAWN

**DT. - BHADONI**

UTTAR PRADESH

Dear Mr. Tiwari,

**SUB: APPOINTMENT LETTER FOR THE POSITION OF TRAINEE FIELD SALES OFFICER**

Further to our offer letter No. IPL/OFFER/ 006/06, dated 17 th July 2006, we now hereby place on record the terms on which you have been engaged to work as **Trainee Field Sales Officer** in our organization with effect from **20/07/2006**. The salient features of your appointment are as under.

- (I) **Name of the Establishment** : **Intas Pharmaceuticals Ltd.**
- (II) **Address** : **2nd floor, Chinubhai Centre, Ashram Road, Ahmedabad.**
- (III) **Name of the Employer** : **Intas Pharmaceuticals Ltd., Ahmedabad.**
- (IV) **Name & Address of the Field Sales Officer Trainee** : **As above.**

(V) (a) You will be given classroom training and field training at a place decided by the company.

(b) The classroom training/field training period may be extended or reduced at the sole discretion of the company.

(c) During the period you work as **Field Sales Officer Trainee** (Classroom or Field) your services are liable to be terminated during or at the end of training period without notice

(VI) (A) During the Classroom training / Field training you will be posted to **MUMBAI** H.Q. on probation up to 31<sup>ST</sup> JANUARY 2007 as **Field Sales Officer Trainee** and your remuneration, allowances and travel schedule shall be as per **annexure A**.

(B) You shall be as **Trainee** for a period of **Six months**, which may be extended by the company for a further period of six months at its sole discretion. The company may at any time during the training period terminate your services without notice and without assigning any reason whatsoever. In event of such termination you will be entitled only to receive your dues up to the date on your services are terminated and you shall not be entitled to any sum as compensation or otherwise in respect of termination of your services, on expiry of the **Trainee** period the company shall be entitled but shall not be bound to confirm your appointment. In the event of your being confirmed in service a regular letter confirming you in the service shall be served by the company. You shall continue to be **Trainee** till so confirmed in writing even if your original or subsequently extended period of training is over and has not been extended there after.

(C) Even in the event of being confirmed in services the appointment can be terminated by other side by giving one calendar month notice in writing or payment of one month's salary in lieu thereof without assigning any reason whatsoever. Provided, that if the company does not accept the notice of termination for any reason whatsoever and directs you to continue in its services you shall have no option but to continue until you are relieved by the company.

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(VII) On confirmation you will be designated as Field Sales Officer ( FVO Grade ) & shall be paid basic salary of Rs.1450/- per working month in the grade of Rs.1300-150-2500-200-7900 in addition you shall be entitled for following.

- A. Basic Salary : You will be paid basic salary of Rs. 1450/- per working month.
- B. Compensatory Living Allowance : You will be paid CLA Rs.2700/- per working month.
- C. House Rent Allowance : You will be paid HRA @ 30% of the basic salary + Rs.410/- per working month.
- D. Conveyance Reimbursement : You will be eligible for Rs.500/- per working month as conveyance allowance.
- E. Medical Reimbursement : You will be entitled for Rs.4800/- per annum as medical allowances. It will however be divided equally as Rs.400/- per working month and will be paid along with salary every month. (It will be considered as a part of total remuneration.)
- F. Leave Travel Concession : You will be entitled Rs.4200/- per annum as leave travel allowance. It will however be divided equally as Rs. 350/- per working month and will be paid along with salary every month. (It will be considered as a part of total remuneration.)
- G. Comm. Reimbursement : You will be eligible for Rs.400/- Per working month as Communication reimbursement.
- H. Kit Reimbursement : You will be eligible for Rs.320/- per working month as Kit Reimbursement, to take care of your expenses towards purchase of required stationery, ball point pen, stapler, stapler pins, gum bottle, purchase of ties and other miscellaneous expenses. To meet your local telephone charges which you may have to incur for official work. Please note that no miscellaneous expense other than above will be sanctioned.
- I. P. F. : We shall be deducting 12% of your BASIC salary plus CLA every month and the same amount will be deposited with the P.F. authorities along with an equivalent amount (Employee Provident Fund 3.67 % and Family pension Fund 8.33% at present as per P.F. norms) of employer's share.
- J. Bonus : You will be paid bonus @ 20% of basic salary subject to the statutory limit as applicable.

**Note** : HRA, CLA, Conveyance , Medical, Communication, Kit & LTA Allowance will be reduced proportionately in the following cases :

- Employees remaining absent on loss of pay for more than 3 days without prior sanction of their immediate superior and Headquarter, for the period of such absence.
- Employees who are on leave without pay for any reason whatsoever, for such period.
- HRA, CLA, Communication, Kit & Conveyance Allowance shall not be considered as part of salary or wages**, however, for the purpose of calculation of employee's contribution towards P.F., the basis of basic salary plus CLA will be considered.
- For the purpose of bonus and gratuity eligibility the basic salary only will be considered.

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v. HRA, CLA, Conveyance , Medical, Communication, Kit & LTA Allowance will be subject to all statutory deduction as applicable.

(VIII) As FSO you will draw total wages and allowances as stated in clause (VII)

(IX) Other conditions of service :

- i. You will be entitled field working allowances and travel fare as per rules of the company but no traveling allowances will be paid until commencement of field training.
  - A. Head Quarter allowance of **Rs.190/-** per working day, when you are in Head Quarter.
  - B. Ex- Head Quarters allowance of **Rs.190/-** per working day, when you work Ex-Head Quarters. The towns to be so worked should be decided upon in consultation with the management whose decision will be final.
  - C. Outstation allowance of **Rs.245/-** per day when you are on tour involving night halt.
  - D. You will also entitled for Metro city Allowance **Rs.250/-** per working month at MUMBAI.
  - E. While using own your vehicle you shall be entitled to charge @ **Rs.1.95 paise per km. up to 150 kms** (One way) beyond 150 kms. & Up to 300 km. (One way) @ **Rs.1.40 paise per km.** only and beyond 300 km. you shall be entitled for **III AC** train fare. Otherwise actual Bus or **II Class/Sleeper** train fare. Your local conveyance mentioned in column a, b and c include the rickshaw and other out of pocket expenses.
2. Your Head Quarter at present is **MUMBAI** however, you are liable to be transferred without any additional remuneration or any kind of allowances at any place in India in connection the work of the organization at its sole discretion and you shall perform your duties as may be assigned to you with in the company or in any of the Division of the company from time to time. On all such postings/transfers, the bye-laws and other working conditions/terms of service shall remain unaltered and your area of working shall be decided and informed to you by your Manager.
3. You shall not be given any advance for you traveling and other expenses. However, expenses incurred by every month will be reimbursed by demand draft on receipt of the statement of expenses from you on the prescribed format.
4. You shall send your Daily Accomplishment Report daily by post unless specified otherwise. Expense Statement and other statement required by Head Offices be submitted by you at the end of the month positively or as directed by Head office.
5. You shall be prepared for head quarter and outstation working in a month as per the tour programme suggested by us. It is very necessary for you to adhere strictly to the tour programme.
6. Your performance will be judged by your success in achieving your individual sales target which will be fixed from time to time, over and above your other job functions.
7. You shall not be entitled to collect any cash or stocks either from the dealers or from the stockiest without our written permission, and in case of any such lapse on your part, your services are liable to be terminated.
8. An average of 12 or more calls on doctors and 4 or more chemist call or as per the strategy decided by the division concern, preferably 'A' class is expected from you per working day.
9. You shall not enter into services or be engaged or be interested in any other concern directly, indirectly or in advisory capacity or engage yourself in other professional, vocational or occupational activities including insurance agencies business whatsoever.

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10. You shall not take out patents for any invention made by you except with the prior written permission of the company. You shall not divulge or make known any manufacturing process formula, specifications, inventions or any secrets, account dealings of or relating to the company to any person other than the management of the company.
11. You shall be responsible for the charge and care of the company's money, goods, stores and other property that may be entrusted to you or that may at any time come to your hands or under your charge on account of the company and you shall truly and faithfully account for pay over or deliver the same to the appropriate authority.
12. You shall be subjected to service rules and regulations adopted by the company amended from time to time and shall obey all orders and directives that you may receive from your superiors.
13. You shall scrupulously follow the instruction as mentioned in the various circulars issued by us or from your superiors. Furthermore, you shall send your daily accomplishment reports as per the actual visits of doctors and chemists irrespective of the standard requirements. Tampering with or manipulating the daily reports, vis-à-vis actual reports, shall tantamount to misconduct and shall be liable for disciplinary action.
14. Your services would be effective from the date you join and start working in the field upon confirmation.
15. This appointment order is open for acceptance for 15 days from the date of issue of this letter. If no acceptance is received within the stipulated period, the order shall be deemed to have been automatically withdrawn by the company at its sole discretion.
16. You shall not be eligible for traveling Allowances or any other allowances for joining the duty or on termination of your services.
17. Your services shall be liable to be terminated under any of the following circumstances:
  - a) If the company is satisfied on Medical evidence that you, are likely to be, medically unfit for the proper discharge of your duties. The decision of the company shall be conclusively binding on you.
  - b) If you are found guilty of insubordination, intemperance corrupt practices, any misconduct, breach of trust, non-compliance with the administrative orders pertaining to service rules, regulations and conditions.
  - c) If it is found that the declaration(s) or information(s) furnished by you including those given for seeking employment is false and / or misleading and/or it is found that you had willfully suppressed any information to the company.
  - d) If you are declared insolvent or convicted of any offense involving any moral turpitude or found guilty of fraud or misappropriation.
  - e) Incase you remained absent without leave by not submitting the daily activity report or without prior permission in writing from the management for a continuous period for more than 15 days you will loose your lien on your post.
18. In case of your leaving the job or on termination of your services, your final accounts including terminal or retrial benefits will be settled only after you hand over the charge to the person nominated by the company and deliver company's property including money and any other materials supplied to you by the company in a proper way as suggested by us with proper account of samples and other promotional materials, including circulars issued from time to time that may be in your custody or under your control during your employment in the company.

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You have to obtain No objection Certificates from the C & F and stockiest of your operational area. Failing which, the company shall have the right to withhold the payment of your final dues.

19. In case of breach of any of these conditions you shall be liable in addition to termination of services, to pay damages to the extent of loss suffered by the company. In case of default, the extent of loss suffered by the company. In case of default, the company shall have a right to withhold and appropriate salary and other monetary benefits due to you, till such time as the said amount is fully recovered. However despite such appropriations and/or adjustments, if any further amount is still due from you, the same shall become payable by you to the company.
20. Your retirement age will be 55 Year.
21. In case of a receipt of present, commission or any other sort of gratification from any person or party if offered, you shall report to the employer in writing and the same shall be handed over to the employer immediately.
22. You shall be entitled for leave and other benefits as per the company's rules applicable from time to time.
23. If you will abstain yourself from work without prior consent of your superior or otherwise fail to attend to your duties or abandon your work, you shall be liable to be terminated forthwith without any claim over the employer in any respect.
24. No leave shall be taken without prior written permission ordinarily as per company's norms & leave rules, and no leave will be granted during the classroom /field training,
25. In case of any dispute or difference the registered office of the company will be considered as the place where the cause of action shall be deemed to have arisen and you shall not take any recourse to file litigation against the company other than aforesaid jurisdiction.

If you are agreeable to the above terms and conditions of your appointment you are requested **to sign each page of the duplicate copy** of this appointment letter as a token of your acceptance and send it to us.

Yours faithfully,  
for **Intas Pharmaceuticals Ltd.**

**Vice President- HRD (Field)**

### **ENDORSEMENT OF ACCEPTANCE :**

I have carefully read all the terms and conditions of this appointment letter for me and I have understood the same and accept the same entirely.

I have joined services of the company on 2017/06

Place : Mumbai

Signature :

**N.B.** : If you are a P.F. scheme member, please intimate P.F. A/C No., date of resignation from previous company with its name & address.

Encl : **ANNEXURE --A.**



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### ANNEXURE -- A (FOR TRAINEE FSO's)

SR.	GRADE	RS.
A.	BASIC	1300
B.	CLA	2700
C.	HRA	800
D.	CONVEYANCE REIMBURSEMENT	500
E.	MEDICAL REIMBRUSEMENT	400
F.	L. T. A.	350
G.	COMMUNICATION REIMBURSEMENT	400
H.	KIT REIMBURSEMENT	320
<b>SUB TOTAL</b>		<b>6770</b>
I.	P.F. Contribution	480
J.	Bonus	260
<b>GROSS</b>		<b>7510</b>

\* PF & BONUS AS PER PRESCRIBED RULES

### ALLOWANCES & TRAVEL SCHEDULE

H. Q. Allowance	(Per working day)	<b>Rs.180</b>
EX. HQ. Allowance	(Per working day)	<b>Rs.180</b>
Out Station Allowance	(Per working day)	<b>Rs.235</b>
Metro City Allowance	(Per working month)	<b>Rs.250</b>
While using own your vehicle you shall be entitled to charge @ <b>Rs.1.95 paise per km. up to 150 kms</b> (One way) beyond 150 kms. & up to 300 km. (One way)@ <b>Rs.1.40 paise per km.</b> only and beyond 300 km. You shall be entitled for <b>III AC</b> train fare. Otherwise actual Bus or <b>II Class/Sleeper</b> train fare.		