

PRIVATE AND CONFIDENTIALDate: 23rd August, 2024

To,

Mr. Atul Kumar,Gudari Rai Ka Chowk, Near Water Pump,
Bhagwan Bazar, Chapra Saran, Bihar - 841301.

Dear Atul,

With reference to your application and subsequent interview with us, we are pleased to inform you that, you have been selected for the post of **Area Sales Manager** for H.Q. **Patna** in our organization with effect from **21st August, 2024** on the following terms and conditions.

Also note that you will be governed with these terms and conditions of service while you are on probation and also after confirmation of your service.

1. PROBATION

That, you will be on probation for a period of **6 months** from the date of your appointment. Your probation period is extendible by a further period, if required. If your performance during the probationary period has not been fully satisfactory, the Company reserves the right to extend the initial probationary period for a further **3 months** at its absolute discretion. During this period, your employment may be terminated in accordance with Point No. 10 below.

2. REMUNERATION

Your consolidated annual remuneration, inclusive of company's contribution of Provident Fund, will be **Rs.7,59,336/-** (Rupees Seven Lakh Fifty-Nine Thousand Three Hundred Thirty-Six Only) p.a. The monthly break-up of which is given below:

Salary Components	Per Month (INR)
BASIC	24000
HRA	24000
CONVEYANCE	1600
MEDICAL ALLOWANCE	1250
CHILDREN EDUCATION ALLOWANCE	200
CHILDREN HOSTEL ALLOWANCE	600
LTA	2400
SPECIAL ALLOWANCE	5950
GROSS SALARY (A)	60000
EMPLOYERS PF CONTRIBUTION	1800
GRATUITY	1200
INSURANCE	278
TOTAL (B)	3278
TOTAL CTC (A+B)	63278
DEDUCTIONS	
PF	1800
PT	200

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TOTAL (C)	2000
NET SALARY (A-C)	58000

For effective and satisfactory working days, you will be entitled to the following allowances:

City Working	Rs. 375.00 per day
Out of City Limits	Rs. 400.00 per day
Touring Allowance	Rs. 1500.00 per day

Allowances mentioned above are meant to meet your expenses of local conveyance and travelling at head quarter or from head quarter or from your station place. It includes lodging, boarding, conveyance and travelling when you are on tour.

Any expenditure in excess of the expense policies and budgets adopted from time to time by the Company must be approved in writing in advance and provided further that no expenses will be reimbursed unless accompanied by supporting invoices and/or receipts

The Company shall be entitled to deduct such statutory deductions from your salary, as may be required by the Company under any law for the time being in force.

3. ROLE

- You will be responsible for achieving and exceeding sales targets and managing Distributors, Retailers & Consignee Agents in your assigned area.
- You will be given annual value-wise targets divided in 12 months along with product wise target every year. Your failure to reach these targets and/or failure to arrange timely payments from stockiest of your territory will constitute to unsatisfactory performance and in such situation too, your services will be terminated irrespective of your employment status whether it is on probation or you have a confirm service.
- Only at the stage of confirm service your termination will be made by payment of one month's wages in lieu of notice pay towards such termination. Similar criteria will be observed by you too, at the time of leaving the confirm service.

4. DUTIES AND RESPONSIBILITIES

- You will meet with surgeons, consignees, dealers and any other customers as per the suggested frequency and follow the approved tour programme/travel schedule. Prior written permission of your senior must be obtained before deviating from the tour programme/travel schedule.
- That, you will be posting your work reports, expense statements, sample acknowledgement forms and other reports required by the office at intervals directed by the office.
- That, following are the essential obligations which you need to comply regularly.

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- Daily reports must be posted Mondays, Wednesdays & Fridays for the work done on Fridays/Saturdays, Mondays/Tuesdays & Wednesdays /Thursdays respectively – without fail.
 - Expense statements must be posted on the fifth day of each month for the preceding month.
 - Any deviation without advance information to the company will be treated as non-working period and expenses claimed will be forfeited and pro-rata deductions from the salary will also be made which please note.
 - The calls after visit to the doctor, chemist or hospital should be entered in official dairy – immediately. The said dairy should be produced for inspection as and when called for.
 - All letters from the office must be acknowledged and replied to immediately.
- That, during the tenure of your employment you will fully and exclusively devote yourself to the duties entrusted to you and will not engage yourself to work for any other organization, person or competitors in any capacity whatsoever, nor will you do any private business without obtaining any prior sanction of the company in writing.
- That, during the tenure of employment you are not authorized to collect any cash or saleable goods from consignee agents, distributors, stockiest, semi-wholesalers, institutions or retailers unless advised in writing. If you do so, the management shall have the right to deduct the value of such items from your dues and / or take such other legal action, which includes termination of your services too.
- That, during the course of your employment with the company, you shall not borrow, with or without interest – money – from any of the stockiest, dealers, chemist, doctors, hospitals or from the person you meet during the course of the sales promotion work of the company.
- You will carry out the duties of your employment honestly, with due diligence and will promote the interests of the Company to the best of your skills and ability.
- You will not undertake any other work for remuneration (part-time or otherwise) or work in an advisory capacity or be interested directly or indirectly (except as share-holder or debenture-holder) in any other trade or business, during your employment with the Company, without permission in writing.
- Your work in the organization will be subject to the rules and regulations of the organization as laid down in relation to conduct, discipline and other matters. You will always be alive to the responsibilities and duties attached to your employment and conduct yourself accordingly. In view of your position, you must effectively perform to ensure results and you may be required to work outside the office hours
- You will perform all acts, duties and obligations and comply with such orders as may be designated by the Company and which are reasonably consistent with your job title. You will perform your duties to the best of your ability and experience, and devote your whole working time, attention

and energies to the business of the Company as may be necessary and shall use your best endeavours to promote the interest and welfare of the Company. The Company shall be entitled to all the benefits and profits arising from your work and effort including assignment of any intellectual property created during your employment.

- The Company reserves the right to amend your job description from time to time and you may be required to undertake any additional duties appropriate to your skills and experience as may be necessary to meet the needs of the business of the Company from time to time.
- You will comply with all requirements and restrictions pertaining to your position, duties and conduct thereof, under all applicable laws and rules of India and policies of the Company

5. CONFIDENTIAL INFORMATION

You will not during the tenure of your employment with the Company or at any time thereafter, use or disclose to any other Company, firm or person any of the secrets/business or affairs of the Company, which may be confided to you or become known to you in the course of your service or otherwise. You will not, without the previous consent of the Company, publish any book, booklet, brochure or pamphlet or contribute any article to any newspaper or other publication relating to the affairs or business of the Company or your work in the Company.

In the event you are required to disclose any Confidential Information due to the requirement of such disclosure under the laws of India, then you shall notify the Company of such requirement at the earliest and do everything in your powers and capacity to allow the Company to minimize any disclosure required therefrom.

During your term of employment, you will not remove from the Company's premises any documents, records, files, notebooks, correspondence, computer printouts, computer programs, computer software, price lists, microfilm, or other similar documents containing Confidential Information, including copies thereof, whether prepared by you or others, except as your duties shall require, and in such cases, you will promptly return such items to the Company without duplicating or making copies thereof. Upon termination of your services/employment, you will return all documents, copies, lists and other client related material, identity cards and any other property or material belonging to the Company given to or which may have come to your hands.

Your obligations under this Paragraph shall survive after this employment is terminated for any reason.

6. PROTECTION OF INTEREST

If you conceive or come to know of any new method/strategy for improving the business or operations of the Company including information of competitors' activities and stockists such developments should be fully communicated to your seniors and the Head Office and you will not, without the written consent of the Company disclose them or allow access, to any third party.

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7. CHANGE IN KIND/PLACE OF WORK

- The management reserves the right to assign you duties other than/in addition to those originally foreseen without a written amendment to the present term of employment being necessary.
- You will operate in the areas allotted to you by the management and will be liable to be transferred to any part of the country as may be determined by the management for working purpose on the same terms and conditions.

8. MEDICAL FITNESS

You are expected to keep yourself medically fit to ensure effective performance. If, at any time, you are prevented by ill-health or accident or any other physical or mental disability from performing your duties, you will inform your seniors and the Head Office and submit all details with supporting medical investigation reports to HO within the fifth day of such illness or accident proceeded by a telegraphic communication on the first day. If called upon by the Company, you will submit yourself for examination by a medical practitioner appointed by the Company.

9. PAST RECORDS

You are required to submit copies of supporting documents / proofs as under, preferably prior to the date of joining duties or immediately after joining duties but before the end of the probation period:

Proof of Past employment (all past appt. letters), education (S.S.C. onwards), emoluments (salary slip/allowances/perks etc), residence proof (passport/ration card/electricity bill/voting card/telephone bill etc), age proof (school leaving certificate/S.S.C. certificate/birth certificate), reference letters (preferably from past employers), resignation letter & acceptance thereof of past employers, three colour photographs (passport size).

If any declaration given or information furnished by you to the Company proves to be false or if you are found to have willfully suppressed any material information, in such case, you will be liable to be removed from service without any notice.

Any change in your personal particulars, viz. qualification, residential and postal address, marital status, involvement in any Police FIR or court case must be communicated to the Head Office.

10. TERMINATION

During the probationary period, either Party may terminate the employment by giving one (1) weeks' notice or salary in lieu of notice. Upon completion of your probationary period, the Company may terminate your employment at any time without cause by giving thirty (30) days prior written notice or payment of salary in lieu of such notice. In the event, you wish to resign from the Company, you will give the Company, thirty (30) days prior written notice of your intention to leave the Company, upon which the Company may, at its discretion, decide to waive the said notice period and pay you salary in lieu of the notice period and relieve you immediately. In such an event, your employment will automatically end on the date your employment with the Company is terminated or on the effective date of your resignation.

Atul Kumar

TI Medical Private Limited (Formerly known as Lotus Surgicals Private Limited)

Corporate Office: 505 - 507, Suncity Business Tower, Golf Course Road, Sector - 54, Gurugram, Haryana - 122002 | 0124 12345673

Registered Office: 420, 4th Floor, D-Wing, Neelkanth Business Park, Near Vidhyavihar Station, Vidhyavihar (W), Mumbai - 400086 | 022 66572555
info@timedical.murugappa.com | www.timedical.com | www.lotus-surgicals.com | CIN: U33110MH2005PTC156940

The Company reserves the right to terminate your contract/employment without any notice if it has reasonable grounds to believe you are guilty of gross misconduct, persistent unpunctuality, neglect of duty, material breach of any of the terms of your employment or on any other ground within the applicable laws of India.

Without prejudice to Company's other rights and remedies, Company shall be entitled to deduct from your emoluments, the amount of any settled monetary claims, if any, which Company may have against you.

Upon termination, any materials provided to you by the Company shall be returned to the Company within such time as may be specified by the Company without any demur or protest. Further, any provision of this Letter which by its very nature survives the termination of your services will survive after termination of your service/employment.

11. GENERAL

- You shall conform to and observe the rules and regulations of the Company which may be in force from time to time.
- You will hold as the Company's property all material handed over to you or collected by you during the course of your employment including correspondence, tenders, quotations, price-lists, and all communications in any way relating to the business of the Company whether prepared by you or coming in your possession and on termination of your employment or on demand at any time prior thereto, will deliver the same to the Company.
- You shall not at any time hereafter without the consent of the Company in writing disclose, divulge or make public any of the secrets regarding accounts, transactions, processes, records, formulae, specifications, technical and patent information and know how, the process and plants in current use or such as may be in the initial stage of technical development or any of the secrets regarding plant facilities, machinery and equipment, information on organization of production, of dealings of the Company which in the opinion of the Company are deemed to be kept confidential and which may be confided to you or become known to you as such or otherwise during the course of your duties.
- You shall do no damage to the assets of the Company, but shall use all means to prevent such damage.
- You will not engage in any obstructive, destructive, or disruptive activity, singly or in collusion with others, which prevents any other employee of the Company, inside or outside the Company's office, from discharging their normal duties or from conducting conferences or meetings.
- You shall use your utmost endeavor to promote the interest of the Company and shall in respects conform to and act in accordance with all the directions which may be given by the Company through its, accredited officers, and shall execute and perform with all due dispatch and punctuality and according to the best of your skill and ability and such works as the Company may require you to do so.

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info@timedical.murugappa.com | www.timedical.com | www.lotus-surgicals.com | CIN: U33110MH2005PTC156940

12. EXCLUSIVITY

You are required to devote your full time, attention and abilities to your job duties during working hours, and to act in the best interests of the Company.

You must not, without the written consent of the Company, in any way directly or indirectly (i) be engaged or employed in, or (ii) concerned with (in any capacity whatsoever) or (iii) provide services to, any other business or organization where this is, or is likely to be, in conflict with the interests of the Company or where this may adversely affect the efficient discharge of your duties.

You shall not engage in any business, financial, or other conduct where your personal interests conflict or have the appearance of conflicting with those of the Company and its shareholders. You should consult with the management of the Company if you need advice on what constitutes a conflict of interest. Examples where you should consult with the management of the Company before acting include, but are not limited to, the following:

Investing with a direct competitor (other than investments in public companies, not exceeding 5% in nominal value), or accepting payments, loans or offers of employment from persons or companies trying to do business with or gain information from the Company.

Permitting an immediate family member to accept compensation or benefits from any competitor of the Company, except in the case of ordinary course of employment.

Conducting business on behalf of the Company with any contractor, vendor, supplier or other party in which you or a member of your immediate family is a principal, officer or representative, or in which you have any other personal interest.

The breach of any of such obligations will be deemed to be a very serious infringement of your good faith duty and will entitle the company to take disciplinary measures. In this event, the Company reserves the right to exercise the corresponding action in law against you and claim any damages

13. HANDING OVER CHARGE

On cessation of employment whether on account of retirement prematurely or otherwise, you will immediately hand over to the Company all correspondence, processes, specification, books, documents, market data, price lists, brochures, etc. belonging to the Company and relating to its business and shall not retain or make any copies of these items. You will not, after the termination of this contract for whatever cause, represent yourself as being in any way connected with or interested in the business of the Company.

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14. SETTLEMENT OF ACCOUNT

Settlement of account will be taken up and you will be paid your final dues only after you have duly completed the exit formalities, i.e. :

- Duly complete the exit form
- Hand over the charge to your Superior
- Given an account for any money that you received for company's work and,
- Obtained clearance certificate from your Superior.
- Any reference to settlement of your account will always imply the settlement in the aforesaid manner.

15. LEAVE

You will be entitled to 30 days of leave during the year – 15 days Privilege Leave, 7 days Sick Leave and 8 days Casual Leave. There will be no accumulation of Privilege Leave, Casual Leave or Sick Leave, all leave must be consumed during the year or else the leave will lapse.

16. RETIREMENT

That, the age of retirement is fixed by the company at 58 years. This means you have to retire upon completion of your 58 years of age from the date of your birth. No notice pay or retrenchment compensation will be paid at the time of retirement.

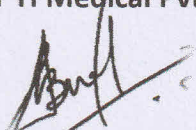
17. JURISDICTION

Any dispute arising with respect to your terms of employment will be subject to the Jurisdiction of the Mumbai Courts only.

We are confident that you will make every effort to improve your productivity and effectiveness in the dynamic marketing environment leading to progressive contribution towards the organization's growth.

Kindly sign and return the duplicate copy of this letter as a token of acknowledgement for our records at HO.

Yours Sincerely,
For TI Medical Pvt. Ltd.


Authorised Signatory

Atul Kurman

I confirm having gone through the contents of this letter and accept the terms and conditions without any reservation and I will comply with them fully.

Place: Patna

Signature: Atul Kumar

Date: 23/8/24

Atul Kumar