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EMPLOYMENT AGREEMENT
BIOPHARMA INDUSTRIES LIMITED

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EMPLOYMENT CONTRACT
FOR KEY TECHNICAL PERSONNEL

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This Employment Agreement ("Agreement") is made and entered into on this [DATE] day of [MONTH], [YEAR]

BETWEEN

BIOPHARMA INDUSTRIES LIMITED, a company incorporated under the Companies Act, having its registered office at Plot No. 234-235, MIDC Industrial Area, Thane-Belapur Road, Rabale, Thane - 400701, Maharashtra (hereinafter referred to as the "Company" or "Employer")

AND

[EMPLOYEE NAME], residing at [ADDRESS] (hereinafter referred to as the "Employee")

The Company and the Employee are hereinafter individually referred to as "Party" and collectively as "Parties".

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RECITALS

A. The Company is engaged in the manufacture of pharmaceutical formulations and is a licensed drug manufacturer under the Drugs and Cosmetics Act, 1940.

B. The Company requires qualified technical personnel for its manufacturing and quality operations as mandated under Schedule M of the Drugs and Cosmetics Rules.

C. The Employee possesses the requisite qualifications, skills, and experience for the position and is willing to be employed by the Company on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

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ARTICLE 1: APPOINTMENT AND POSITION

1.1 POSITION

The Company hereby appoints the Employee as [DESIGNATION], and the Employee hereby accepts such appointment.

Designation: [HEAD OF QUALITY CONTROL / HEAD OF QUALITY ASSURANCE / PRODUCTION MANAGER / TECHNICAL DIRECTOR]
Department: [Quality Control / Quality Assurance / Production / Technical Operations]
Reporting To: [Managing Director / Technical Director]
Location: [Thane / Baddi]

1.2 DATE OF JOINING

The Employee shall commence employment with effect from [DATE].

1.3 PROBATION PERIOD

The Employee shall be on probation for a period of six (6) months from the date of joining. During the probation period, either party may terminate this Agreement by giving fifteen (15) days' notice.

Upon successful completion of probation, the Employee shall be confirmed in service.

1.4 REGULATORY APPOINTMENT

[For applicable positions only]

The Employee is appointed as the [Approved Technical Head / QC Head / QA Head] for the purpose of the Company's Drug Manufacturing License No. [LICENSE NO].

The Employee acknowledges that this is a statutory position under the Drugs and Cosmetics Act and understands the regulatory responsibilities associated with this role.

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ARTICLE 2: DUTIES AND RESPONSIBILITIES

2.1 GENERAL DUTIES

The Employee shall:
(a) Perform duties assigned by the Company diligently and faithfully
(b) Comply with Company policies, procedures, and SOPs
(c) Devote full time and attention to Company's business during working hours

(d) Act in the best interests of the Company at all times
(e) Not engage in any activity that conflicts with Company interests

2.2 SPECIFIC DUTIES (POSITION-SPECIFIC)

[FOR HEAD OF QUALITY CONTROL]
(a) Supervise all quality control testing activities
(b) Ensure compliance with pharmacopeial specifications and in-house standards
(c) Review and approve batch testing records
(d) Maintain quality control laboratory in GMP-compliant condition
(e) Validate analytical methods
(f) Manage stability studies program
(g) Investigate out-of-specification results
(h) Ensure instrument calibration and maintenance
(i) Train and supervise QC personnel

[FOR HEAD OF QUALITY ASSURANCE]
(a) Ensure overall GMP compliance of manufacturing operations
(b) Review and approve batch manufacturing records
(c) Manage change control and deviation systems
(d) Oversee CAPA program
(e) Conduct internal audits and vendor audits
(f) Prepare for and support regulatory inspections
(g) Release batches for sale after QC approval
(h) Maintain document control system
(i) Manage product complaint handling and recall procedures

[FOR PRODUCTION MANAGER]
(a) Plan and execute production operations
(b) Ensure production as per batch manufacturing records
(c) Maintain production area in GMP-compliant condition
(d) Manage production personnel and training
(e) Ensure in-process controls during manufacturing

(f) Optimize production efficiency and yield
(g) Coordinate with QC and QA departments
(h) Manage equipment maintenance and calibration

2.3 REGULATORY RESPONSIBILITIES

The Employee understands and acknowledges that:
(a) The Company operates under strict regulatory oversight
(b) Non-compliance can result in license suspension and prosecution
(c) The Employee may be personally liable for regulatory violations
(d) The Employee must report any compliance concerns to management

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ARTICLE 3: COMPENSATION AND BENEFITS

3.1 SALARY

The Employee shall receive an annual Cost to Company (CTC) of
Rs. [AMOUNT] (Rupees [AMOUNT IN WORDS] only), payable monthly.

Salary Structure:

Component	Monthly (Rs.)	Annual (Rs.)
Basic Salary	[AMOUNT]	[AMOUNT]
House Rent Allowance	[AMOUNT]	[AMOUNT]
Special Allowance	[AMOUNT]	[AMOUNT]
Leave Travel Allowance	[AMOUNT]	[AMOUNT]
Medical Allowance	[AMOUNT]	[AMOUNT]
Employer's PF Contribution	[AMOUNT]	[AMOUNT]
Gratuity Provision	[AMOUNT]	[AMOUNT]

TOTAL CTC [AMOUNT] [AMOUNT]

3.2 SALARY REVIEW

The Employee's salary shall be reviewed annually based on:
(a) Individual performance
(b) Company performance
(c) Market benchmarks
(d) Regulatory compliance record

3.3 STATUTORY BENEFITS

The Employee shall be entitled to:
(a) Provident Fund as per EPF Act
(b) ESI (if applicable) as per ESI Act
(c) Gratuity as per Payment of Gratuity Act
(d) Professional Tax deduction as per state laws

3.4 OTHER BENEFITS

(a) Medical Insurance: Group mediclaim for self, spouse, and two children
Sum Insured: Rs. 5,00,000 per annum

(b) Personal Accident Insurance: Rs. 25,00,000

(c) Leave Encashment: As per Company policy

3.5 EMPLOYEE STOCK OPTIONS

The Employee may be granted stock options under the Company's ESOP Scheme 2020, subject to eligibility criteria and approval by the Nomination and

Remuneration Committee.

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ARTICLE 4: WORKING HOURS AND LEAVE

4.1 WORKING HOURS

Regular working hours: 9:00 AM to 6:00 PM, Monday to Saturday
(with half-day on alternate Saturdays)

The Employee may be required to work beyond regular hours for:
(a) Regulatory inspections
(b) Production exigencies
(c) Quality investigations
(d) Other business needs

4.2 LEAVE ENTITLEMENT

Annual Leave Entitlement:
- Earned Leave: 21 days
- Casual Leave: 7 days
- Sick Leave: 7 days
- National Holidays: As declared by Company

Leave accumulation and encashment as per Company policy.

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ARTICLE 5: CONFIDENTIALITY

5.1 CONFIDENTIAL INFORMATION

The Employee acknowledges that during employment, they will have access to Confidential Information including:
(a) Formulation compositions and processes
(b) Analytical methods and validation data
(c) Manufacturing know-how and trade secrets
(d) Bioequivalence study data
(e) Customer and supplier information
(f) Pricing and commercial information
(g) Business strategies and plans
(h) Regulatory filings and correspondence

5.2 CONFIDENTIALITY OBLIGATIONS

The Employee shall:
(a) Not disclose Confidential Information to any person without authorization
(b) Use Confidential Information only for Company's business purposes
(c) Take all reasonable measures to protect confidentiality
(d) Return all confidential materials upon termination
(e) Not retain copies of confidential documents

5.3 SURVIVAL

Confidentiality obligations shall survive termination of employment for a period of five (5) years or until the information becomes public (whichever is earlier).

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ARTICLE 6: INTELLECTUAL PROPERTY

6.1 ASSIGNMENT OF IP

The Employee hereby assigns to the Company all right, title, and interest in any intellectual property created during employment, including:
(a) Inventions, discoveries, and improvements
(b) Formulations and processes
(c) Analytical methods
(d) Technical reports and documentation
(e) Software and databases

6.2 DISCLOSURE

The Employee shall promptly disclose to the Company any intellectual property created during employment.

6.3 ASSISTANCE

The Employee shall assist the Company in obtaining patents, trademarks, or other protection for intellectual property, including executing necessary documents.

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ARTICLE 7: NON-COMPETE AND NON-SOLICIT

7.1 NON-COMPETE

During employment and for a period of twelve (12) months after termination, the Employee shall not:
(a) Engage in or be employed by any competing pharmaceutical manufacturing company within India
(b) Start or invest in a competing business

(c) Provide consulting services to a competitor

"Competing business" means any entity engaged in manufacture of pharmaceutical formulations in similar therapeutic categories.

7.2 NON-SOLICIT

During employment and for a period of twelve (12) months after termination, the Employee shall not:
(a) Solicit or induce any employee of the Company to leave
(b) Solicit business from Company's customers or suppliers
(c) Interfere with Company's business relationships

7.3 REASONABLENESS

The Employee acknowledges that these restrictions are reasonable and necessary to protect the Company's legitimate business interests.

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ARTICLE 8: TERMINATION

8.1 TERMINATION BY COMPANY

The Company may terminate this Agreement:

(a) WITH NOTICE: By giving three (3) months' written notice or payment of salary in lieu thereof

(b) WITHOUT NOTICE: For cause, including:
- Gross misconduct or negligence
- Breach of confidentiality

- Regulatory violation due to Employee's fault
- Fraud or dishonesty
- Conviction of criminal offense
- Material breach of this Agreement

8.2 TERMINATION BY EMPLOYEE

The Employee may terminate this Agreement by giving three (3) months' written notice.

8.3 NOTICE PERIOD OBLIGATIONS

During the notice period, the Employee shall:
(a) Continue to perform duties diligently
(b) Complete handover of responsibilities
(c) Train replacement personnel
(d) Return all Company property

8.4 REGULATORY IMPLICATIONS

[For statutory positions]

The Employee acknowledges that resignation may affect the Company's Drug Manufacturing License. The Employee agrees to:
(a) Give adequate notice to allow replacement recruitment
(b) Assist in regulatory filings for change of approved person
(c) Cooperate during transition period

8.5 EXIT FORMALITIES

Upon termination, the Employee shall:
(a) Return all Company property, documents, and equipment
(b) Clear all outstanding advances

(c) Complete exit interview
(d) Sign no-dues certificate
(e) Return ID card and access credentials

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ARTICLE 9: REPRESENTATIONS AND WARRANTIES

9.1 BY EMPLOYEE

The Employee represents and warrants that:
(a) Qualifications and experience stated are true and accurate
(b) Not bound by any agreement that would prevent employment
(c) Not subject to any non-compete restrictions from previous employer
(d) Pharmacy registration (if applicable) is valid and in good standing
(e) No criminal convictions or pending proceedings

9.2 CONSEQUENCES OF MISREPRESENTATION

Any material misrepresentation may result in immediate termination and recovery of damages.

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ARTICLE 10: GENERAL PROVISIONS

10.1 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions and agreements.

10.2 AMENDMENT

This Agreement may only be amended by written instrument signed by both Parties.

10.3 WAIVER

No waiver of any provision shall be effective unless in writing.

10.4 SEVERABILITY

If any provision is held invalid, the remaining provisions shall continue in force.

10.5 GOVERNING LAW

This Agreement shall be governed by the laws of India.

10.6 DISPUTE RESOLUTION

Any dispute shall first be attempted to be resolved amicably. If unresolved, disputes shall be subject to the exclusive jurisdiction of courts in Thane, Maharashtra.

10.7 NOTICES

All notices shall be in writing and sent to the addresses specified herein.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

FOR BIOPHARMA INDUSTRIES LIMITED:

Signature: _____
Name: Dr. Ramesh Narayan Kulkarni
Designation: Managing Director
Date: [DATE]

EMPLOYEE:

Signature: _____
Name: [EMPLOYEE NAME]
Date: [DATE]

WITNESS 1:

Signature: _____
Name:
Address:

WITNESS 2:

Signature: _____
Name:
Address:

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ANNEXURE A: EMPLOYEE DETAILS

Full Name: [NAME]
Date of Birth: [DOB]

Father's/Husband's Name: [NAME]
Address: [ADDRESS]
Phone: [NUMBER]
Email: [EMAIL]
PAN: [PAN]
Aadhaar: [AADHAAR]
Bank Account: [ACCOUNT DETAILS]

Educational Qualifications:
- [DEGREE], [INSTITUTION], [YEAR]
- [DEGREE], [INSTITUTION], [YEAR]

Professional Registrations:
- Pharmacy Council Registration No.: [NUMBER]
- Valid Until: [DATE]

Previous Employment:
- [COMPANY], [DESIGNATION], [PERIOD]
- [COMPANY], [DESIGNATION], [PERIOD]

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ANNEXURE B: JOB DESCRIPTION

Position: [DESIGNATION]
Department: [DEPARTMENT]
Reports To: [REPORTING MANAGER]
Direct Reports: [NUMBER]

Key Performance Indicators:
1. [KPI 1]
2. [KPI 2]

3. [KPI 3]
4. [KPI 4]
5. [KPI 5]

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END OF EMPLOYMENT AGREEMENT
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