

**DATE: 17-12-2018.**

Dear,

**AKASH RAMESH MISAL**

We refer to your application and the interviews you had with us and have pleasure in offering you the position of "**Probationary Territory Business Manager**" in our **Derby Division** to be based at "**H.Q.-PANDHARPUR**" on the following terms and conditions:

**Date of Joining :** You will join not later than **17-12-2018.**

**Working Location:**

Any location within the **India** as preferred by the company.

- **A) Salary :** You will be paid gross annual salary of Rs. **1,04,350/-** (Rupees One Lakh Four Thousand Three Hundred and Fifty Only), which is given in detail description in **A.1. Annexure "1 "** inclusive of all retiral benefits, the bread-up of which will be given to you at the time of joining.
  - **B) Leave :** As per annexure B-1- Point 1 and As per Company's Leave Rules and as amended from time to time.
  - **C) 1 : Probation :** Initially you will be on One Year of probation period, which may be extended by the Company at its sole discretion. On successful completion of probation period or extended probation period, the Company may confirm you; such confirmation shall be in writing. Unless the Company confirms you by its order in writing, you will continue to be on probation.
- ❖ **Termination:** During Probation Period: One day's notice from company's side.
- ❖ **Resignation :** In case of resignation during probation you have to give one month's advance written notice to the Company. In case you left job without statutory written notice and without proper written resignation intimation it will make you disentitle for any claims/settlement from Company.
- ❖ **After Confirmation :** One month's notice on companies side with the Company retaining the right to pay One month's salary in lieu of the notice.
- ❖ **MEDICAL RE-IMBURSEMENT:** As per Annexure1 company is liable to pay you one time Medical Re-Imbursement as given in Annexure-1
- ❖ **1.1 Medical Examination :** You will be required to undergo medical examination and your appointment will be subject to medical fitness. You will also be required to submit the following documents immediately:
- ✓ Certificates in support to your qualification and experience
  - ✓ Proof of Gross Annual Income with break-up as declared by you at the time of Application.
  - ✓ Relieving Letter from your present employer at the time of joining.
- ❖ **1.2. Accident Insurance :** As per the opinion poll taken from FY 16-2017 employees Insurance is not applicable. You or your any family member or any blood relative will not be liable to ask any kind of amount or reimbursement for any health loss or death of the employee.



ISO 9001-2008 COMPANY  
CIN: U24239PN2015PTC156013

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❖ **1.3.** : Whenever management will decide and finalize to Provide the appropriate Insurance Policy to Employees, you will get informed via Mail and writing letter and the decided Amount will start deducting automatically from your Salary. The said Amount will increase and decrease as per the Premium amount decided by Insurance Company.

➤ **D)1.1. Leave Travel Assistance :** Will be applicable to you after your confirmation in writing and it will be provided to you after submission of proper and original bills to company. The company shall think of reimbursing the same depending upon HQ target and achievement ratio.

**1.2.Bonus or Ex Gratia :** Will be applicable after 18 months of service in the company, And it will solely depending upon management's decision and profit ratios on time to time.

**1.3.Reporting :** being an employee You have to install of Company's Android Application in Your compatible android mobile handset and you shall always keep active application with internet connectivity while during course of daily working as mentioned in proviso 10 of **ANNEXURE B-I** of this appointment letter and It is being accepted by you that You shall submit your working reports and required information in Company's Android Application. Further you will remain in touch with your senior manager every day failing of which continuously for 3 days will make us to take any action against you.

#### **1.4.Performance Policy Rules :**

1.4.1 Every **NBM/SM/RBM/ABM/TBM** shall fill up and submit daily "**Objective**" in Company's Android Application **before 9.30 am.**, In case of failure to submit objective within above time Doctors calls will not be get submitted & he/she shall be treated as absent and concern **NBM/SM/RBM/ABM/TBM** shall not entitle for any salary, expenses etc for that particular day. In case anybody unable to fill objective due to only technical issue then such complaint shall be made before 10.00 am only.

1.4.2 Every **NBM/SM/RBM/ABM/TBM** shall fill up and submit daily his/her "**first doctor call**" in Company's Android Application within **12.00pm**. & TBM can fill lastly doctors call till 8.30pm . Further in case of **NBM/SM/RBM/ABM/TBM** working out of the station the above time shall be **extended to 01.00 pm subject to prior approval** made by Company via email, if any **NBM/SM/RBM/ABM/TBM** failed to submit first doctor call within prescribed time, he /she shall be treated / marked as absent and concern **NBM/SM/RBM/ABM/TBM** shall not be entitle for any salary, expenses etc for that particular day.

1.4.3 Mandatory fields included in **Doctor Master/DCR, Chemist master, Campaign Booking** etc. in android application are necessary and shall be filled compulsorily without any choice.

1.4.4 Every **NBM/SM/RBM/ABM/TBM** shall make at **least 12 Doctor** calls daily and fill up and submit daily his/her "**doctor's call**" in Company's Android Application within **10 to 15 minutes** after completion of every doctor's call, if any **NBM/SM/RBM/ABM/TBM** failed to submit every doctor call within prescribed time, concern field in android application will be locked and he /she shall be treated as absent and concern **NBM/SM/RBM/ABM/TBM** shall not be entitle for any salary, expenses etc for that particular day.

1.4.5 Every **NBM/SM/RBM/ABM/TBM** shall make at **least 6 Chemist** calls daily and submit its information in Company's Android Application, if any **NBM/SM/RBM/ABM/TBM** failed to submit information of 6 Chemist calls in a working day he /she shall be treated as absent and concern **NBM/SM/RBM/ABM/TBM** shall not be entitle for any salary, expenses etc for that particular day.





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- ❖ **5.1.1 Other Conditions :** You will be entitled to Provident Fund and Gratuity Benefits according to the Company's rules applicable to the Management Staff & according Laws enforceable.
- ❖ **5.1.2** Management keeps all rights to change any terms and conditions any time before asking to you and you have no rights to ask about this changes.
- ❖ **5.1.3.** You are supposed and accepted that during the services of Lysten Global and after resigning from the Lysten Global you and any of your blood relative are not supposed to do any kind of courtcase / Proceedings or any legal procedure against Lysten Global or its management or its employee.
- ❖ **5.1.4.** If these terms are acceptable to you, you are requested to confirm your acceptance of the offer, immediately on receipt of this letter.
- ❖ **5.1.5.** A formal appointment letter giving all the terms and conditions of service will be issued to you upon your joining the Company.

Wishing you all success..

**Yours faithfully,**

**Lysten Global Pharmaceutical Pvt Ltd.**

**Accepted Sign**



## **ANNEXURE - I**

### **ANNEXURE 'I': COMPENSATION DETAILS (Salary & applicable benefits)**

Employee Name : AKASH RAMESH MISAL  
Employee Code : EMP/0432  
Headquarter : PANDHARPUR  
Designation : TBM  
Date of joining : 17-12-2018  
Location : PANDHARPUR

#### **Remuneration :**

Salary Component	Annual Salary	Monthly Salary
Basic Salary	: 41740.00	3478.33
Dearness Allowance (D.A.)	: 10435.00	869.58
House Rent Allowance (H.R.A.)	: 10435.00	869.58
EDUCATION ALLOWANCE	: 4174.00	347.83
CONVEYANCE ALLOWANCE	: 3130.50	260.88
Special Allowance	: 7304.50	608.71
Washing Allowance	: 10435.00	869.58
Leave Travelling Allowance	: 4174.00	347.83
Bonus	: 8869.75	739.15
Medical	: 3652.25	304.35
<b>GROSS SALARY</b>		<b>8695.83</b>
Provident Fund	: As per Govt Rule Applicable	
Professional Tax	: As per Govt Rule Applicable	
Income Tax	: As per Govt Rule Applicable	
Other	: As per Deduction	



DERBY

A Division of ULTIGLOBE



**a) Retiral's :**

- i. You will participate in the Company Provident Fund Scheme as applicable to your category of employees.
  - ii. You will be entitled to gratuity in accordance with the rules governing such payment.
- It is expected that individual compensation package would not be shared with other employees.
- The above compensation structure is subject to change without affecting emoluments adversely.

Applicable tax.

Wishing you all success.

**Yours faithfully,**

**For Lysten Global Pharmaceutical Pvt Ltd.**

**Accepted Sign**





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## ANNEXURE - 1 - A

Daily Allowances as applicable to Territory Business Manager in **Derby Division**

### Daily Travelling Allowance.

Dear AKASH RAMESH MISAL

We are pleased to inform you that effective '**17-12-2018**'  
Your daily working allowances have been revised as under.

LYSTEN GLOBAL PHARMACEUTICAL PVT.LTD.	
Allowance	
<b>Rate of reimbursement/km</b>	> Km Rs.2.50 from 20 to 90km. > Above 90km 1.50Rs/km
<b>Headquarters Non Metro</b>	0
<b>Ex-Headquarters</b>	0
<b>Outstation</b>	0
<b>Mobile/Net/Printing</b>	0

Yours faithfully,

Lysten Global Pharmaceutical Pvt Ltd.

Accepted Sign





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## ANNEXURE -B

### BENEFITS & PERQUISITES APPLICABLE TO EMPLOYEES IN MANAGEMENT CADRE

1. **Allowances :** You will be eligible to get Allowances as per Annexure- I-A. after proper submission of expense statement.
2. **Medical Assistance :** (Currently Not Applicable) Not applicable from company side as accepted by you in appointment letter. You or your any family member or any blood relative will not be liable to ask any kind of amount or reimbursement for any health loss or death of the employee. (Further it is advice to you to get personalized Medical Insurance policy by own as required to you of any reputed insurance company)
3. **Leave Travel Assistance :** Applicable as per point 4-A and Annexure 1. The methodology for Collection thereof will be as per company's rules.
4. **Personal Accident : Applicable as per point :** You will not covered under the Company's Group Personal Accident Policy, as per rules and regulations Governing the Scheme and you or any of your blood relative will not be liable to ask anything regarding the same.
5. **Bonus or Ex Gratia :** As per appointment letter Point 4B- Will be applicable after 18 months of service in the company, And it will solely depending upon management's decision and profit ratios of organization and particular HQ on time to time. If by chance or any how employee resigns the organization in between then he will not be liable to ask any kind of bonus amount to the organization And the same is applicable after 18 months.
6. **Expenses :** The Company shall reimburse **NBM/SM/RBM/ABM/TBM** for all expenses wholly and necessarily incurred by them in the proper performance of their duties, subject to their compliance with any policy or procedure in relation to expenses that the Company may issue from time to time and their production of such evidence as to expenses as the Company may require.

Yours faithfully,

Lysten Global Pharmaceutical Pvt Ltd.

Accepted Sign





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## ANNEXURE B-I

GENERAL TERMS & CONDITIONS OF SERVICE FOR MANAGERIAL, PERSONNEL EMPLOYED BY  
LYSTEN GLOBAL PHARMACEUTICAL PVT LTD.

- 1. LEAVE :** 24 Working days in a year after proper application approved by your superior which subject to the leave rules in force as applicable to management staff with the accumulation limit of 180 working days.
  - 1.1. You will not, at any time, during the employment or after, without the consent of the Board of Directors disclose or divulge or make public, except on legal obligations, any information regarding the Company's affairs or administration or research carried out, whether the same is confided to you or becomes known to you in the course of your service or otherwise.
- 2. INTELLECTUAL PROPERTY :** If you conceive any new or advanced method of improving designs/ processes/ formulae/ systems, etc. in relation to the business/ operations of the Company, such developments will be fully communicated to the company and will be, and remain, the sole right/ property of the Company.
- 3. PAST RECORDS :** 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 cases, you will be liable to removal from services without any notice.
- 4. NOTICE OF TERMINATION :** During probation Period One day's notice on companies side with the Company retaining the right to pay one day's salary in lieu of the notice.
  - 4.1. **After Confirmation :** One month's notice on companies side with the Company retaining the right to pay one month's salary in lieu of the notice.
  - 4.2. Upon termination of employment, you will immediately hand over to the Company all correspondence, specifications, formulae, books, documents, market data, cost data, drawings, affects or records brochure belonging to the Company or relating to its business and shall not retain or make copies of these items.
- 5. RETIREMENT AGE :** You shall retire from the services of the Company on attaining the age of 58 or 60 (Fifty Eight or sixty) years- as per governments rules and regulations updated time to time.
- 6. FULL TIME EMPLOYMENT :** Your position is a whole time employment with the Company and you shall devote yourself exclusively to the business and interests of the company. You will not take up any other work for remuneration (part time or otherwise) or work in an advisory capacity, or be interested directly or indirectly (except as shareholder / debenture holder), in any other trade or business during your employment with the company, without permission in writing of the Board of Directors of the Company. You will also not seek membership of any local or public bodies without first obtaining specific permission from the Management.
- 7. POSTING AND TRANSFER :** Your initial posting will be at "PUNE". However, your services are liable to be transferred, at the sole discretion of Management, in such other capacity as the company may determine, to any department / section, location, associate, sister concern or subsidiary, at any place in India or abroad, whether existing today or which may come up in future. In such a case, you will be governed by the terms and conditions of the service applicable at the new placement location.
- 8. INDEMNITY :** You shall serve Employer Company for a statutory period of 12 months from the date of joining. And in case failing of which You have to pay an amount of Rs.1,00,000/- (One lacks) as penalty as well as no personal documents (release letter, experience certificate etc.) will be released to you in such case. Provided this proviso shall not be apply to any female employee who before serving Employer





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company for a statutory period of 12 months terminated this contract and resigned employment only on account of her Marriage & pregnancy reason.

- 9. GPS POLICY :** You are hereby informed that ,for safety of employee and under company business policy you will be kept on GPS (Global Positioning System) surveillances , through vehicle or cell phone or any appropriate device and it shall be your duty to keep yourself "Active" on GPS surveillance during the working hours of the company.

**10. USE OF COMPANY'S ANDROID APPLIACTION :**

**10.1.** You have to install of Company's Android Application in your compatible android mobile handset and you shall always keep active android application with internet connectivity while during course of daily working, Doctor's Call, chemist's call etc. You have to submit necessary information, reporting of working only through Company's Android Application and information given and submitted by in Company's Android Application will be recorded and stored in Server of Company.

**10.3.** In case of not using the Company's Android Application by any **NBM/SM/RBM/ABM/TBM** on any particular date and at required time, it shall be presumed that concern has not joined Company's work on that date and that **NBM/SM/RBM/ABM/TBM** shall be treated and marked as complete absent from Company's work, which will make him disentitle for salary for that particular day.

**10.4.** You shall fill up and submit authentic,100% true and updated information regarding Doctor master/DCR in Company's Android Application during your course of daily working, in case if found that any you filled and submitted false information in order to deceive company then such act shall not be tolerated by Company and you will not entitle for any salary, expenses etc for that particular day and shall also be liable for any Legal action/ disciplinary action including termination of services without prior notice.

**10.4.** You shall fill up and submit authentic,100% true and updated information regarding Doctor master/DCR in Company's Android Application during your course of daily working, in case if found that any you filled and submitted false information in order to deceive company then such act shall not be tolerated by Company and you will not entitle for any salary, expenses etc for that particular day and shall also be liable for any Legal action/ disciplinary action including termination of services without prior notice.

**10.5.** You shall fill up and submit genuine updated information required in Company's Android Application time to time while during Your course of daily working, in case if found that you filled and submitted information required after prescribed time or submitting out dated information or reported daily working information not according to prescribed time or reported daily working information after working hours then such act shall not be tolerated by Company and you will not entitle for any salary, expenses etc for that particular day and shall also be liable for any disciplinary action including termination of services without prior notice.

**10.6.** It is mandatory to keep yourself "Active" on GPS surveillance during the course of employment and during working hours of the company. It is hereby informed that without being active on GPS and internet connectivity, data of information about your daily working, Doctor's Call, chemist call etc. will not be recorded in Server of Company.

**10.7.** Company will alter, modify, make addition in rules regarding use of android application and issue special notifications /Rules time to time which are to be strictly obeyed by you and Any failure of you to taking necessary steps regarding implementation of Company's Android application policy would lead to serious consequences, including corrective measures, penalty deductions or even termination of service.

- 11. Applicability of Company Policy :** The Company shall be entailed to make Policy, declarations, rules/notifications, Code of Conduct from time to time pertaining to Matters like employment, job responsibilities, service conditions, Targets, Leave Entitlement, employees' benefits, working hours, transfer policies, etc., and may alter the same from time to time at its sole discretion. All Such Policy decisions of the





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Company shall be binding on you and shall Override this Agreement/Appointment letter to that extent.

- 12. FURTHER SERVICE AGREEMENTS :** During the period of your employment you will have to execute further necessary agreements regarding your employment and service with company which company feels necessary time to time.
- 13. RETURN OF COMPANY PROPERTY :** All records, designs, patents, business plans, financial statements, manuals, memoranda, lists, Instruments and other movable or immovable property delivered to or compiled by Employee by or on behalf of the Company or the representatives, vendors or customers thereof which pertain to the business of the Company shall be and remain the property of the Company and be subject at all times to the discretion and control thereof. Likewise, all correspondence, reports, records, charts, advertising materials and other similar data pertaining to the business, activities or future plans of the Company which is collected by you shall be delivered promptly to the Company without request by it within **8** Days after termination of this employment. If no property as above is returned by concern **NBM/SM/RBM/ABM/TBM** within **8** days of termination, then it will make concern **NBM/SM/RBM/ABM/TBM** disentitle for any claims/settlement from Company. Moreover Company will reserve right to initiate appropriate legal proceeding against you, on failure to submit property as mentioned above.
- 14. REQUIREMENT OF NO OBJECTION / NO DUES CERTIFICATE ON TERMINATION :**
- 14.1.** On termination of your services within **8** days of termination, every **NBM/SM/RBM/ABM/TBM** shall submit no objection / no dues certificate of concern chemists which are submitted in recorded data and also of other concern Chemists in notified area. It is hereby informed that without submission as above said of No objection / no dues certificate ,concern **NBM/SM/RBM/ABM/TBM** will not be entitle for any salary due/claims/settlement from company.
- 14.2.** Further On termination of your services within **8** days of termination, every **NBM/SM/RBM/ABM/TBM** shall submit no objection / no dues certificate of concern Stockiest listed to you in Company's android application. It is hereby informed that without submission as above said of No objection / no dues certificate, concern **NBM/SM/RBM/ABM/TBM** will not be entitle for any salary due/claims/settlement from company.
- 15. SETTLEMENT CLAUSE :**
- 15.1.** On return of property as mentioned in proviso 13 & submission of No objection /No dues certificate as mentioned in proviso 14 ,thereafter period of 6 months form such delivery or submission Company will consider about any /claims/settlement due from company.
- 15.2.** On termination of services, if you will have any claim of amount against company, then while deciding amount due from Company Claimant will have to prove such claim with reliable proofs. Moreover Company will think upon your claims only after reliable evidence given by you.
- 15.3.** In case that, after taking due care and caution if Company incurred continuous major losses in particular Head Quarter the Company will have right to closing of its operations in particular Head Quarter Area without prior notice to you.
- 15.4.** Upon closing of operation of Company in any particular Head Quarter Area because of unavoidable reasons like extreme continuous loss, in such situation Concern **ABM/TBM** will not be eligible to ask and settle your claims due from Company.
- 16. ARBITRATION :** Any dispute arising between you and Company shall be submitted for arbitration as per the provisions of Arbitration and Conciliation Act, 1996.
- 17. JURISDICTION :** Any dispute arising out of or in conjunction with this Agreement shall be referred to the Courts in Kolhapur , Maharashtra Jurisdiction.





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#### **18. OTHER TERMS AND CONDITIONS :**

- 18.1.** You will, unless prevented by ill-health or accident and save while on approved leave, devote the whole of your time, attention and abilities to the business of the Company.
- 18.2.** You will not at any time hereafter, without the consent of the Company in writing, except under legal duress, divulge or make public any matter relating to the Company's transactions, dealings or plans which are of confidential nature.
- 18.3.** You will be true and faithful to the Company in all your accounts, dealings and transactions what so ever relating to the business of the Company, and shall, at all times, when required, render a true and just account thereof to the Company or to such persons as shall be so authorized by the Company.
- 18.4.** If You remain absconding for more than 24 hours or you submit your resignation letter you are suppose to submit all company property and NOC of all stockiest in your area within five working days.
- 18.5.** It is expressly agreed that this Appointment is made on the basis that your services being mainly of a Management and/ or Supervisory nature, you will not be entitled to any rights, privileges and benefits as may be or become applicable to employees covered by the Industrial Disputes Act, 1947.
- 18.6.** Management keeps all rights to change any terms and conditions any time before asking to you and you have no rights to ask about this changes.
- 18.7.** Further at any time hereafter you will not have right or authority to collect any kind of Cash from any Chemist on behalf of Company or concern Stockiest without written permission.
- 18.8.** In case if any NBM/SM/RBM/ABM/TBM by unauthorized mode collects ,takes Cash amount from any Chemist and misappropriates such amount shall be liable for penal action and also responsible for compensation to Company.

- ❖ If these terms are acceptable to you,you are requested to confirm your acceptance of the offer, immediately onreceipt of this letter.
- ❖ I HAVE READ TOTAL 11 PAGES OF APPOINTMENT LETTER AND UNDERSTAND EACH AND EVERY POINT OF ALL 11 PAGES INCLUDING ALL ANNEXURE.

**I am Accepting all Terms and conditions of Lysten Global Pharmaceutical Pvt Ltd.**

**Yours faithfully,**

**Lysten Global Pharmaceutical Pvt Ltd.**

**Accepted Sign**

