



21st December, 2011

Mr. Anil Sunjay Mishra
A/201, Ganeshish Apartment,
Chogle Nagar,
Nandey Colony,
Borivali (East),
Mumbai - 400066

Dear Mr. Anil,

We are pleased to offer you an employment with Eisai Pharmaceuticals India Private Limited on following Terms and Conditions.

You are appointed in the position of **"Regional Manager"** based in **Mumbai**.

1. Your employment will commence on **21st December, 2011**.
2. **Probation**
Your probation period shall be of 6 months from commencement of your employment date. On successful completion of probation period, you will be confirmed in the company's employment. Company reserves the right to extend your probation in case your performance and progress is not up to the expected standards for a period of six months and thereafter as deemed suitable. However, at the end of the probation period you will be either confirmed or released depending upon your performance and progress during the said probation period. Unless confirmed in writing, probationary period will be deemed to have been extended.
3. **Salary**
Your consolidated basic salary will be **Rs.9,000/- per month**.
4. **House Rental Allowance**
You will be eligible for House Rental Allowance of **Rs.6,000/- per month**.
5. **Conveyance Allowance**
You will be entitled for **Rs.6,000/- per month** as Conveyance Allowance.
6. **Educational Allowance**
You will be entitled for **Rs.2,500/- per month** as Educational Allowance.
7. **Medical Allowance**
You will be entitled for Medical Allowance of **Rs.1,500/- per month**.
8. **Leave Travel Assistance**
You will qualify for Leave Travel Assistance for maximum limit of **Rs.10,000/- per annum** as per company's rule.



9. Provident Fund

You will participate in company's Provident Fund as applicable to your category.

10. Gratuity

You will be entitled to Gratuity in accordance to the rules governing such payments.

11. Personal Accident

You will be covered under Personal Accident insurance.

12. Mediclaim Hospitalisation

You will be covered under Mediclaim Policy of Rs.1 lakh which will cover you and dependent members of your family.

13. Leave

Your leave entitlement will be in accordance to the company rules applicable from time to time.

14. Retirement

Retirement age is 58 years.

15. Other Work

Your position is a whole time employment with the company and you shall devote yourself exclusively to the business 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 share-holder or debenture-holder) in any other trade or business during your employment with the company without permission in writing of the Managing Director of the company. You will not seek membership of any local or public bodies without first obtaining specific permission from the Management.

16. Transfer

You will be liable to transfer, in such other capacity that the company may determine to any other location, department, branch, establishment or factory of the company or any other associate company. In such cases, you will be governed by the terms and conditions of services obtaining at the new placement location. Your services are liable to be transferable with or without any additional remuneration or any kind of allowances in connection with the work of the company at its sole discretion and you will perform such duties as may be assigned to you from time to time. The Management preserves the right to transfer you to any place at any time in India without assigning any reason.

You will be given five days' time to report the duties at transferred place if transfer is within the state and ten days' time if transfer is out of the state.



17. Responsibilities & Duties

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 aware of the responsibilities and duties attached to your position and conduct yourself accordingly. You must effectively perform to ensure results and you will be expected to work extra hours to achieve this whenever the job so requires.

You are required to submit your daily reports on daily basis and your plans on monthly basis. You will be required to comply strictly with time programs. You will discharge your duties as entrusted by the company from time to time. You will keep up the image of the organization, Management and your seniors and will protect the interests of the Management at all times.

You will be building relationship with key customers, ensure the activities in your region for business development and achieving the set objectives.

You will observe and fulfill all the instructions, directions and orders given by the company as well as by your seniors. You will follow the instructions as mentioned in the various circulars issued by the company or by your seniors.

Your expenses incurred by you every month will be reimbursed through bank deposit or cheques.

You will take utmost care and all possible measures in handling and proper working of all company properties including Laptops, etc.

Dereliction of any aforesaid duties will also be viewed as misconduct.

18. Abandonment:

If you remain absent without prior sanctioned leave or permission for more than 10 days consecutively, you will be treated to have abandoned your services and your services will be liable to be terminated on this ground alone.

19. Confidential Information

You will not at any time, without the consent of the Managing Director, during the term of your service with the company or after the termination of service by notice, discharge or otherwise, 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 may be confined to you or become known to you in the course of your service or otherwise.

20. Protection of Interest

If you conceive any new or advanced methods of improving processes/formulae/systems in relation to the 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.



21. 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 service without any notice.

22. Termination Notice

On confirmation, this contract of employment is terminable by three month's (90 days) notice on either side or on payment of three month's (90 days) salary in lieu of notice by the company and either party is not bound to give any reason thereof.

23. Discretion of the management regarding Special Pay, Personal Pay, Increment etc.

The management will have the sole discretion to give Special Pay, Personal Pay or Special increments to any employee without assigning any reasons. In such an event no other employee can demand such a benefit.

24. Re-Organization:

The management will have the sole discretion to organize and re-organize, change or make any type of amendment in organizational set-up at any time without affecting the salary of any employee.

25. After Termination

On termination of the contract, you will immediately give up to the company properties such as, Laptop, mobile phone, all correspondence, specifications, formulae, books, documents, market data, cost data, drawings, effects or records etc. belonging to the company or relating to its business and shall not print or make copies of these items. After receipt of all company properties and on receipt of confirmation about the same in writing from your senior, we will process your full and final settlement.

26. General Rules:

- i. On appointment you will be required to submit the following documents/information:
 - ii. Medical test reports as mentioned in your offer letter along with medical Fitness Certificate of Registered Medical Practitioner
 - iii. Copy of your degree certificate
 - iv. Copy of Date of Birth Proof
 - v. Relieving letter from the previous employer
 - vi. Passport size photographs

This letter of appointment is subject to your being found medically fit by the company's Medical officer or such other Medical officer that the company may appoint for the purpose.



Eisai Pharmaceuticals India Private Limited

ii. Date of Birth:

School Leaving Certificate or S.S.C. certificate for the evidence of date of birth should be submitted to the Management by you at the time of employment and if for some genuine reason any correction is to be made in the date of birth, such a change can be effected within six months of the appointment. Thereafter no request in respect of correction of date of birth will be entertained.

Other terms and conditions are applicable as per the rules and regulations of the company.

Yours faithfully,

For Eisai Pharmaceuticals India Private Limited

K Shivkumar
Managing Director

Encl: Leave Policy / Travel Policy / Compliance book

I accept the above terms and conditions of my employment by signing on all papers of this agreement.

I have also received the enclosures of Leave Policy, Travel Policy and Compliance book

Signature of Employee: _____

Date: _____