Personal & Confidential

**<<<TITLE>>><<<EmpName>>>**

**Sub:** - **Letter of Appointment**

With reference to the discussion had with you, we at <<<Current\_Company>>> are pleased to appoint you as <<<Position>>> – <<<Dept>>> under the following terms and conditions:

**1. Commencement Date -**

Your date of appointment will be effective from <<<DOJ>>>.

**2. Salary and Benefits -**

As discussed and agreed with you, you will be eligible to receive the following beginning on your joining date:

* **Salary:** Annual Gross Salary of Rs. <<<CTC01>>>/- Per Annum and Its Composition Mention In Annexure “A”Compensation will be governed by the rules of the Company on the subject, as applicable and/or amended hereafter

**3. Posting & 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.

**4. 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.

**5. 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 alive to responsibilities and duties attached to your office and conduct yourself accordingly. You must effectively perform to ensure results.

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**6. Probation, Confirmation & Termination**

1. You will be on probation for a period of **6 (Six) months** from the date of your appointment, where after, if your services are found satisfactory, you will be confirmed by means of a written intimation. The management reserves the right to reduce, dispense with or extend your probation period at its absolute discretion.
2. (a) During the probation period or the extended period of probation, an Employee will be liable to be discharged from the company’s services at any time with 30 days prior notice and without assigning any reason. An Employee also bound to provide the company with 30 day’s notice during which period he / she may have to actually work. The company does not encourage adjusting notice period against either leave or forfeiture of salary.

(b) Upon confirmation your services are liable to be terminated by the company after

Providing you one month’s notice or payment of basic salary in lieu thereof

You shall also be bound to provide the company with one month notice, prior to

Resignation during which period you may have to actually work. The said period Will not be adjustable either against leave or forfeiture of salary.

1. If the exigencies of work so require, the company may not relieve you earlier than the expiry of the entire period of notice. It shall, however, be open to the company to accept your resignation with effect from any date earlier than the one offered by you in your resignation letter.

(d) The company will have the right to terminate your employment without notice or payment of salary in lieu thereof if:

* You commit any breach of your duties and responsibilities under this her / his contract of service.
* Gross negligence or deliberate misconduct
* Un-authorized absence from work for a period of three or more consecutive days without due consent or notifying your superior officer.
* You are guilty of any gross default or misconduct, which contravenes, the expressed or implied conditions of your employment
* You commit breach of any of the terms of clause 8 of this her /his appointment letter.

# 7. Absence without Notice(AWOL)

Absence without leave or remaining absent beyond the period of leave originally granted or subsequently extended, shall result in voluntary termination of your employment without any notice unless you

1. Return to work within **3 days** from the commencement of such absence, and
2. Provide satisfactory explanation to management regarding such absence.

**Exit Policies –**

If the employee decides to leave the organization by resigning his / her position. He / She should give the written resignation letter. Employee should serve the notice period which is one month after the resignation (accepted date by the management). Enforcing the option of the notice period is entirely up to the management.

During the Notice period the employee should prepare the handover documents which give the complete detail on the activities handled by the employee. The handover document should be given to management and the immediate manager (in-charge).

On satisfactory completion of handover / notice period, the reliving letter & settlement if any will be given to the employee by the management. Once management relieved the employee, they will get the experience certificate with the PF application(If Applicable) to be filled and surrendered. If an employee is terminated due to performance below expectations or for any other digression of office policies or due to any other reason that the management feels that dismissal is warranted, employee can be asked to leaveimmediately. Dues, if any, will be settled only after satisfactory handover of responsibilities, files, documents etc to the employee nominated by management.

Under the termination procedure the employee may or may not be paid severance pay in lieu depending on the circumstances under which the employee has been terminated. Under the termination procedure the employee may or may not be paid severance pay in lieu depending on the circumstances under which the employee has been terminated. Employee payables like, salary, Incentives, Bonus, etc will be on hold from the day employee put down her/his papers. Full & final settlement will be paid as per regular salary dates/discretion of management or 45 days from the last date of service or whichever is later.

**8. Non-Disclosure Agreement**

During the course of your employment with us you will have access to confidential/proprietary information about <<<Current\_Company>>>, its clients, its business transactions, and associated companies. You shall not during your course of Employment and two years after you have ceased to be in the employment of this / her / his organization, disclose such confidential/proprietary information to any third party and /or any unauthorized person.

All notes and memoranda pertaining to this / her / his organization trade secrets and confidential/proprietary information made by or acquired by you during the course of your employment shall at all times remain the property of <<<Current\_Company>>>. Upon termination of your employment, you shall return all notes/memoranda/data and any copies thereof to <<<Current\_Company>>> that you may have obtained during the course of your employment.

You are obliged to sign a non-disclosure agreement specific to a particular client as and when required by <<<Current\_Company>>>.

Prior to joining <<<Current\_Company>>>, you will ensure that you will be free from any contractual restrictions preventing you from accepting this / her / his offer or starting work on the joining date.

**9. Employment Regulations**

Whilst employed with **<<<Current\_Company>>>:**

* You will not engage in any trade or profession or undertake any employment, full or part-time, while in the service of <<<Current\_Company>>>.
* You will have no objection to working extra hours in the morning and/or the evening according to the requirements of the job.
* You will carry out your duties with diligence and loyalty at all times, keeping <<<Current\_Company>>>’s

interest paramount.

* You shall not under any circumstances either directly or indirectly, receive or accept for your benefit any commission, rebate, discount or profit from any person, company or firm having business transactions with <<<Current\_Company>>>.
* During your employment, you will be bound by <<<Current\_Company>>> Rules and Regulations framed and enforced from time to time. <<<Current\_Company>>>, reserves the right to amend or alter the said Rules and Regulations at its discretion, without any notice thereof, and these will be deemed as Rules and Regulations in terms of your employment.
* <<<Current\_Company>>> shall verify the facts stated by you in your resume submitted during the interview process. If any of the facts stated therein are found to be false, your services will be terminated immediately without any notice or any compensation in lieu of the notice period;
* This / her / his appointment letter is governed by and shall be construed in accordance with the laws of India, and both parties to this / her / his appointment letter shall submit to the exclusive jurisdiction of the Indian Courts. This / her / his appointment letter contains the entire understanding between the parties and supersedes all previous agreements and/or arrangements relating to employment with <<<Current\_Company>>>. Any amendment or modification to this / her / his appointment letter shall be made in writing and signed by both the parties.
* The terms and conditions of service are confidential and may not be disclosed to or discussed with anyone;
* You will be required to effectively carry out all duties and responsibilities assigned to you by your Reporting Head and others authorized by <<<Current\_Company>>> to assign such duties and responsibilities;
* You will be required to apply and maintain highest standards of personal conduct and integrity and comply with all company policies and procedures. All acts subversive of good conduct and discipline like insubordination, gross negligence, corruption, fraud, forgery, misappropriation, etc. would warrant strong disciplinary action from <<<Current\_Company>>>.
* The emoluments/benefits due to you will be liable / subject to deduction of income-tax in accordance with the provisions, of the Income Tax Act and Rules made there under as also other applicable laws, if any, as may be in force from time to time.

**Disciplinary policy -** Employees to reach office on time. Work station to be kept clean & tidy. Office rules & systems set in place to be followed.

**Confidentiality** - Right to question the confidentiality of the information being transferred on pen drives or CDs by any employee. Surfing, chatting clausesWhat you can download or loaded to systems. All information and data bank are the exclusive property of the management. Tampering with the same or copying it for use other than for official office use will amount to criminal conspiracy and the management has every right to initiate criminal proceeding against such employee. Further deleting or altering such data without specific permission from the management and /or with malicious intent, will be treated sternly as a criminal act.

Personal Mobile phones & Mobile usage For few employees mobile with postpaid connection will be provided. Employees are barred from bring in their personal mobile phones to work place.

The same if carried has to be surrendered with the security & can be collected back at end of day. For such employees who have not been issued official cell phones, emergency/contingency calls can be placed from office land lines & similar emergency or contingency incoming calls can be received on office land lines. Management reserves the right to ask any employee for a detailed explanation or investigate on the numbers shown in the Itemized billing provided by the service provider. If in the course of such scrutiny, it is found the employee has misutilized the mobile to make more than the permissible number of personal calls or is unable to give a satisfactory explanation on any or all called numbers the management reserves the right to take any suitable action as deemed fit.Mobile should be used for official purpose only. Personal calls and above limit will be paid by the employee.

If any problem with the mobile, please report immediately to Admin. Employee while leaving the company should handover mobile to Admin in proper working condition.

**Use of internet & systems**: Management will reserve the right to put such systems & processes in place to trace all sites visited by office staff at any time Staff members are expressly barred from using the internet & chat lines for personal use or communication. Any such misuse against the guidelines will be treated seriously & may result in termination or severe censure or both.

**Use of office land lines**: Employees are barred from using land lines or mobile phones to place personal calls during office hours or to receive personal calls during office hours, except under contingencies. Management reserves the right to question any employee at any time during office hours on the outgoing calls or incoming calls. The management, if not entirely satisfied with the explanation as & when sought on the nature of the call, reserves the right to take disciplinary action on the concerned employee as deemed fit by the management.

**Holiday:** your Holidays schedule will be governed by Company Policy.

**Leave:** An employee can avail 18 **paid Leave** in a **year**. **Can** be done only with prior approval of HOD & H.R. An employee shall be eligible to avail of **paid Leave** only after Completion of probation period as per pro-rata basis of continuous service.

**Late coming policy** Grace Time of 10 minutes is permitted for late coming, this / her / her privilege is accorded only for establish able contingencies. The facility will not be available as an option for employees but will only be a discretionary privilege. Every 2 days late coming will be considered as half day loss of pay for the month. The recommendation for deduction or waiver will come from the immediate manager & will be implemented in consultation with the head of the Department.

**Contact information**you will keep the company informed of your postal address, telephone number, fax, email or any other means for communication including changes that may occur during the period of your appointment.

**Salary Details**: The details of your salary are strictly private and confidential and should not be disclosed to others. For any clarification, please do get in touch with your HR Representative.

**Past records**if any declaration given or 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 removal from service without any notice

**ID Cards:** Employees are requested mandatorily to wear ID cards in office premises. Loss of card may be immediately reported to Admin Head & employee will be charged fine of Rs 300/- for loss of card.

**Dress Code**you are required to be dressed in Business Formals As mention in Value System.

**General**-- Any malicious, derogatory or unnecessary gossiping is against the policy of the company. If the management becomes privy to any such activity, suspected employee /s will be terminated with or without notice. All employees are to naturally consider themselves loyal & hardworking in their respective department.

Additionally employees are expected to understand that they are not working for a department of the organization, but for <<<Current\_Company>>> as a whole.

Keep your work stations clean Use electricity/water scrupulously, by turning off the switch/tap if found being wasted. All information and data bank are the exclusive property of <<<Current\_Company>>>. Tampering with the same or copying it for use other than for official office use will amount to criminal conspiracy and the management has every right to initiate criminal proceeding against such employee.

Further deleting or altering such data without specific permission from the management and /or with malicious intent, will be treated sternly Do not waste paper and other stationery items. Keep the wash room clean.

Any suggestions for betterment of the office is always welcome and can be made to the Head Admin & HR.

Management will put in place such systems that enable receipt of regular reporting to HODs and clients/customers that staff visit during work hours. Any malicious, derogatory or unnecessary gossiping is against the policy of the company. At the discretion of management, any such incidents could result in instant dismissal.

All employees are to naturally consider them loyal and hardworking in their respective departments. Additionally, employees are also to not forget that they are not only working for one division of <<<Current\_Company>>>, but to always consider the group as a whole.

**10. Date of Joining-**

You are required to join on or before Date of Joining As mention in Offer Letter, following which this / her / her offer stands withdrawn. At the time of joining please submit the following documents:

* 1. Proof of compensation last drawn Date of Birth proof certificate (Copy of passport / birth certificate / S.S.C) (Two Copies )
  2. Original Academic Certificates (all from 10th to Highest)
  3. Original Resignation Letter with acknowledgement
  4. Relieving letter from previous employer (Original)
  5. Proof of compensation last drawn (3 Months - Original)
  6. Six passport size photographs (Recent)
  7. Bank Statement (six months)

**11. Acceptance**

* Please sign and return the duplicate copy of this / her / her letter and annexure as a token of your acceptance of the terms and conditions mentioned herein.
* If you fail to indicate your acceptance within a week from the date of the appointment letter, this / her / her offer of employment will be deemed to have been withdrawn and cancelled.

All other terms and conditions will be governed by the Company’s policies as stated from time to time.

We look forward to your joining us for a long, successful and mutually beneficial association

**Thank You & Regards,**

**Director**

**<<<Current\_Company>>>.**

**Pune**

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I accept the appointment on the terms and conditions contained herein and will report for duty on …………

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Signature: ………………………..

Date: Name: ……………………………….

Place: