APPOINTMENT LETTER

[dd-mm-yy]

Employee Name

Employee Code

Employee Address

Subject: Letter of Appointment

Dear Mr. XYZ,

With reference to your acceptance of our offer letter, we are pleased to appoint you as \_\_\_\_\_\_\_\_\_ at a CTC of Rs. XXX/- Lacs per annum (fixed salary component Rs. XXX/- per annum, variable component Rs. XXX/- per annum) Please note that the variable salary component will be performance-based, for more clarity, please read the terms & conditions mentioned in the enclosure below.

Your role will start on \_\_\_\_\_\_\_\_\_\_\_\_. Your direct reporting manager would be \_\_\_\_\_\_\_\_\_\_ and Manager \_\_\_\_\_\_\_\_\_\_\_. Even though we offer flexibility, we expect the candidate to complete \_\_\_\_\_ hours everyday/ in a week. The shift timings for your profile are \_\_\_\_\_ to \_\_\_\_\_\_\_.

For the initial \_\_\_ months period, you will be on probation. During this tenure, your conduct, behaviour and skills would be analysed. We follow a \_\_\_\_\_\_\_ dress code. You can read more about it in the employee handbook.

Please sign the enclosed Employee Agreement Form as your acceptance for the position and revert with a signed copy by \_\_\_\_\_\_\_\_\_\_\_\_.

Please carry all your documents like Aadhar Card, PAN Card, Marksheets, etc on your first joining day.

Should you have any query, feel free to contact \_\_\_\_\_\_\_\_ during office hours on \_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Yours truly,

For [your company name]

[Signing Authority]

Head-Human Resource

**EMPLOYMENT TERMS AND CONDITIONS**

* Your appointment is with effect from [DATE].
* Your Cost to Company Package and Reimbursements (if any) shall be mentioned in the Annexure 1 of Appointment Letter or Service Agreement whichever is applicable.
* You will be posted at our “Location” and will be reporting to “Reporting Manager- Name
* You will be on probation for a period of six (6) months from the date of your joining, where after, your services if found satisfactory, will stand confirmed. Any decision to the contrary or to extend the probation period will be communicated to you by the Human Resource Department. [your company name] reserves the right to reduce/dispense with or extend your probation period at its absolute discretion.
* You are entitled to avail 1.75 casual Sick leaves (CSL) per month until your services are confirmed. After successful completion of the probation period, you will be entitled to 12 days earned leave (EL), which can be carried forward, if not availed in a calendar year.
* In case you decide to resign from your services, you will be required to serve one (1) month notice of physical presence in case you are under probation period AND Two (2) months notice period of physical presence OR 1 month notice period of physical presence with one-month gross salary in lieu of the notice period in case you are confirmed on the payrolls of the company unless otherwise mentioned in the Service agreement. However, [your company name] reserves the right to reduce/ dispense with or take any contrary decision at its absolute discretion.
* The Company reserves the right to terminate your services in case your performance is found to be unsatisfactory/poor/below average, by giving either one-month notice/or one-month gross salary in case you are under probation period and 2 months notice period / or one-month notice with one-month gross salary in case you are confirmed on the payrolls of the company. The Company also reserves the right to terminate your services without any notice or salary in lieu thereof on the grounds of misconduct, or even in the case of reasonable suspicion of misconduct, disloyalty, the commission of any act involving moral turpitude, or any act of indiscipline or inefficiency or for loss of confidence.
* Your assignments at work may be changed at any time depending on the business exigencies.
* You may be transferred at work in any of the company’s branches or client sites/ offices across India or Abroad.
* You will be employed in the service of the company only as long as you are medically fit for employment in all aspects. Management has the right to get you medically examined by any qualified medical practitioner during the tenure of your service.
* In addition to the employment terms and conditions mentioned herein, all other standard and general rules, practices and policies of the Company as existing now and which may be amended from time to time shall be applicable to you.
* You are required at all times to maintain the highest order of discipline and secrecy as regards to the work of the Company and/or its Subsidiaries or Associate Companies. All inventions, improvements, discoveries made by you either alone or with other persons, will become the sole property of the company. You will ensure that patent protections are obtained for such inventions/improvements and discoveries in India or elsewhere and assign the same to the company.
* You are required to devote your total attention and abilities exclusively for the business of the Company. You will respect, obey and conform to all the regulations framed and issued by the Company from time to time. You shall not, while in the employment of the Company, be engaged in any other employment, conduct business whatsoever or hold any office of profit or accept any other emoluments without the previous consent in writing of the Company.
* During the course of your employment and if the nature of your business so required, the Company may send you for specialized training within India or overseas in order to enable you to perform more effectively. In such an event, you will be required to execute a training bond with the Company.
* You during the period of employment with the company plus 2 years after the ending of the employment shall desist from actively soliciting employment and desist from considering employment offers from any of the company’s existing or potential client’s partner, collaborators or any affiliates of the company, without obtaining written permission from the company.
* The emoluments/benefits due to you will be liable/subject to 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.
* The Company lays emphasis on all statutory compliances and you should ensure compliance with various statutes in your area of operations including Insider Trading Regulations.
* You shall retire from the services of the company on completion of 58 (fifty-eight) years of age.
* That jurisdiction of courts at Delhi shall only apply to any dispute arising out of these terms and conditions of employment.

**Acknowledgement by the Employee**

I acknowledge receiving a copy of Appointment Letter and Employment Terms and conditions relating to all incidents of my employment with the company and after having read and understood and comprehended the contents and implications therein, I am satisfied and agree to abide by them.

**Employee Name :           \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Employee Signature:      \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**For [your company name]**

Signing Authority

**Head-Human Resources**

**Annexure I**

Compensation break-up for “Employee Name”, Employee Code –

**Salary Component Per Month (Rs.)**

**Salary Component Per Month (Rs.)**

BASIC

HRA

CONVEYANCE

SPECIAL ALLOWANCE

MEDICAL

UNIFORM ALLOWANCE

LTA

MEAL VOUCHER

CAR & DRIVER REIMBURSEMENT

EDUCATION ALLOWANCE

MONTHLY GROSS SALARY

GRATUITY

MEDICLAIM EMPLOYER’S SHARE

ANNUAL VARIABLE CTC

ANNUAL CTC (FIXED + VARIABLE)

**Note:**

\*Medi-claim shall be effective from [Date] for eligible employees.

The gross salary shall be subjected to TDS (tax deduction at source) depending on investments & tax declaration made by the employees.

Employee contribution to PF, ESI, Meal Voucher and medi-claim shall be deducted from monthly gross salary (if & where applicable).