Ref: PROPERO/HR/APPT/52 Date: {{date}}

**To,**

{{first\_name}} {{last\_name}}**,**

{{address1}}

{{address2}}

{{city}}, {{state}}, {{pincode}}

**Letter of Appointment**

{{name}}**,**  

This has reference to your application & subsequent Interview you had with us. We are pleased to appoint you as **“**{{designation}}” w.e.f. {{joining\_date}}. Your appointment is subject to the following terms and conditions:

1. You shall be entitled to all benefits of contributory Provident Fund and other schemes as per the provisions of the Employees Provident Fund and Miscellaneous Provisions Act, 1952.
2. **Probation:** You will be on Probation for a period of six months from the date of joining. However, if your performance is found unsatisfactory, the probation period may be extended or your services can be terminated without any notice or reason whatsoever, at the discretion of the Management. However, for separation during the probation, you will be required to give One month notice.
3. **Confirmation:** On successful completion of your probation period and / or, any such extended period of probation, your services will be confirmed by an order, else then you shall be deemed still to be on probation. Upon Confirmation, you are required to give three months’ notice to terminate this contract, however, company is entitled to terminate the contract with one months’ notice or equivalent Gross salary in lieu of the period of notice thereof.
4. **Leave Policy:** You shall be entitled for leave only after confirmation of your services, but eligible for paid holidays like national days. You shall be entitled for leave after confirmation of your services as under: -

(a) Privilege Leave of 12 days each year, calculated as per policy.

(b) Paid holidays of 10 days in calendar year.

1. Your employment with the Company will be governed by the rules and regulations of the Company and applicable legislative provisions as in force from time to time according to your grade.

The HR practices, rules, regulations, policies and procedures prescribed by the Company, and any amendments thereof have been informed to you, understood by you and that those shall be binding on you. By accepting this appointment letter, it shall be deemed to have conveyed your acceptance to the same. All those said rules, policies etc. form part of this contract. If there is conflict in the scope of any term of contract at any time, prevailing policies in that regard would supersede the same.

1. **Transfer:** You will be liable to be transferred to any other Department, Section or Business Place of the Company anywhere in India and you will abide by the working hours prevalent in that Section, Department or at that place of the Company without any extra remuneration.
2. **Discipline:** You shall observe and follow all rules, regulations, orders and instructions issued by the Company from time to time regarding security, safety, movement of material, use of company’s property and follow the required discipline in order to create and maintain a decent and efficient working environment inside the Company’s factories / offices / business places. Use and consumption of alcohol is strictly prohibited within company premises, and if so found, it will be eligible for disciplinary action, as may be decided by the management. You will not participate, directly or indirectly, in any illegal activity, strikes or go-slow tactics which are against the interests of the Company, or which may hamper the Company’s production or activities or business or is likely to put the Company to disrepute.
3. You shall not without Company’s written permission carry on any work or engage in any employment or occupation or business for remuneration or otherwise, in your spare time, in any capacity, as the Company expects complete attention to the work entrusted to you from time to time.
4. **Custody of Company Belongings**: You shall be responsible for safekeeping of any goods, property, tools, instruments, uniforms, identity cards or other articles issued to you or given in your charge, and you will be accountable for the same. In case you fail to up keep such property of the Company or return the same when directed by the Company, the Company shall be entitled to deduct the value of such goods / property, as was given, excepting normal wear and tear, from the dues payable to you either as salary or otherwise or recover the amount from you as may be necessary.
5. **Non-Disclosure:** You shall maintain complete confidentiality about all technical and commercial information, data, drawings, designs, processes, materials, list of customers, list of suppliers or any other information or data of the Company (hereinafter the Confidential Information) which is made available to you, observed by you or entrusted to you during the course of your employment;
   1. You shall not be entitled to use any such confidential information for any purpose other than completing the task entrusted to you by the Company or as may be directed by the Company. You are not expected to share such confidential information with other officers/ employees of the Company, unless specifically permitted by the authorities of the Company.
   2. In case of breach of confidentiality or use of the confidential information or intellectual property rights of the Company in any manner, then permitted, shall make you liable for actions for recovery of damages or the Company shall be entitled to enforce its legal right as may be necessary.
   3. Upon leaving the employment of the company, you shall not take with you any properties, formula, drawings, blueprint or other reproductions or any other data tables, calculations, other documents or copy of the nature whatsoever pertaining to the business of the company.
   4. During the employment and on separation from Propero Consulting for a period of two years, you shall not join, deal, hire, assist with any other person or entity who is related to the business of Propero Consulting or competition to the product lines of Propero Consulting or have any relationship with Propero Consulting.
   5. If at any time you shall, by your conduct, under yourself incompetent to perform your duties, or if you are found to be dishonest, disobedient, intemperate, irregular in attendance, commit any breach of the terms of your appointment, or of any of its stipulation herein without prejudice to any of its rights under the terms herein, Management shall be entitled to terminate your employment forthwith without any notice or payment in lieu of notice. The company is eligible to deduct from your salary or other emoluments (if any) due to you, the amount of any loss to the company which may have suffered or is likely to be suffered, due to you or any action causing the same.
6. **Retirement:** You will retire at the age of 58 years from the services of the Company. You shall be entitled to receive gratuity on retirement/resignation as per the provisions of the payment of the Payment of Gratuities Act, 1972.
7. An annexure of your Salary Breakup is attached for your reference.
8. **Covenants & Other Terms & Conditions**:

You have agreed that you shall, at no time during and after the Term of employment with Propero Consulting, directly or indirectly, take any action or make any statement that could discredit the reputation of the Employer or its products or services.

You shall at any time be liable for disciplinary action such as warning, suspension, dismissal, termination without notice pay and or notice for acts for unsatisfactory performance, causing damage/ financial losses to the organization, committing breach of service conditions, misconducts such as late / irregular attendance, unauthorized absence, misbehavior or any unworthy acts of theft, misappropriation/ fraud, dishonesty, immorality, conviction, falsification of documents/ records, or any information given in your bio data/resume/curriculum vitae for securing the job in the company found to be untrue or any undesirable acts which in the opinion of the company is prejudicial and detrimental to the interest of the company.

The company’s decision as to the relinquishment of services/ employment of the employee shall be final and legally binding on the employee. Management of Propero Consulting shall at its discretion decide on the legal action or plea for injunctive relief of damages, without limitation of time to adopt the matter of any default, fraud, breach of terms of this agreement, if committed and noted during or post separation of the employee.

In case of habitual absence or non-reporting to duties, the Company shall be entitled to treat such an absence of yours as a notice of termination without sufficient notice period and shall be entitled to terminate the contract of employment and recover notice pay from your dues according to the prevailing policy in this regard.

1. In case of any change in your address during employment with Propero Consulting, it will be your duty to intimate the Management in writing within three days from the date of such change and to get the change recorded with the Management for the purpose of communication etc. Unless such change of address is intimated to the Management, it will be deemed that all communication sent to you by the Management by registered post at your given address have been received by you and Propero Consulting cannot be held responsible in that regard.
2. It is agreed that the Company, at its own discretion, modifies any remuneration extended to you, according to the company’s functioning, financial health and prospects, and you shall be bound by the company’s decision in this regard.

The appointment shall be valid on your acceptance of the above terms and conditions by signing the attached copy of the appointment letter and returning it to the HR Department.

We welcome you to the organization and look forward to a long and healthy working relationship.

**For Propero Consulting Pvt. Ltd.**

**SANDRA.**

**Authorized Signatory**

I have read the above Appointment Order & is accepted with all the terms and conditions with full knowledge and after obtaining all required explanations and clarifications. I shall join w.e.f. {{joining\_date}}

**Signature of the Appointee**