

<< Paste Company Logo >>

Date: << Enter Date >>

<< Employee Name >>

<< Employee Address >>

**LETTER OF APPOINTMENT– << Enter Employee Designation >>**

Dear << Employee Name >> ,

Following our recent discussions and acceptance of offer, we are pleased to appoint you for the position of << Employee Designation >> with our organization effective from << Employee Joining Date >>. You will be reporting to the << Reporting person Designation >>. Our organization is at the forefront of the new-age movement and with a tremendous growth potential. As a member of our team, we would ask for your commitment to deliver outstanding quality and results that exceed expectations. In addition, we expect your personal accountability in all your actions, advice and results that you provide. In return, we are committed to providing you with every opportunity to learn, grow and stretch to the highest level of your ability and potential. We hope that this environment supports your professional and career goals as the entire team comprises of motivated and passionate individuals.

We are confident you will find this new opportunity both challenging and rewarding. We look forward to having you on board and we wish you all the success.

A description of your core responsibilities and role attributes are provided in **Appendix I**. Details of the compensation / salary and benefits you are being offered and other terms of employment are specified in **Appendix II**. You are also required to produce the documents specified in **Appendix III on the date of joining**. This appointment is subject to production of the said documents. The determination of the adequacy or authenticity of all or any of the said documents will be at the sole discretion of our organization. Your starting date with us will be from << Date of Joining >> (the "Start Date").

Yours sincerely,

For << Company Name >>

<< Name of Person Signing >>

<< Designation of Person Signing >>

Acknowledged, agreed and accepted by

<< Employee Name & Sign >>

<< Enter Company Address >>

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**Appendix I**

**Name:** <<Employee Name>>

Designation: <<Employee Designation>>

Date of Joining: <<Employee joining Date>>

**Roles and responsibilities**

1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	

I have read and accept the above.

<<Employee name>>

<<Employee signature>>

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## Appendix II

Name: <<Employee Name>>

Designation: <<Employee Designation>>

Date of Joining: <<Employee joining Date>>

Components	Monthly Amount (Rs)	Yearly Amount (Rs)
Basic		
HRA		
Medical		
Conveyance		
LTA		
Other Allowance		
<b>Gross Salary</b>		
<b>Employer Contribution</b>		
PF - Employer		
ESIC – Employer		
Gratuity		
<b>Total CTC</b>		
<b>Less:</b>		
PF - Employee		
ESIC - Employee		
Professional Tax		
<b>Net Salary</b>		

\*CTC mentioned above will be subject to any statutory deductions and/or taxes as may be required to be deducted as per law and company policies.

I ACCEPT THE ABOVE TERMS AND CONDITIONS OF APPOINTMENT

<<Employee name>>

<<Employee signature>>

<<Enter Company Address>>

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## **Investment Declaration and proof submission**

Please note that you will have to submit tax saving proof before your first payroll is processed.

You will need to declare appropriate and valid Investment details latest by 20<sup>th</sup> of the month of your joining and the supporting documents for the same needs to be submitted in the month of January by date 15<sup>th</sup>. Failing to submit will result in tax deduction based on salary calculated.

## **Gratuity**

You will be entitled to payment of gratuity strictly as per rules under the Payment of Gratuity Act, 1972.

## **Taxes**

Except for deduction of tax at source, tax implications arising out of your salary structure in terms of applicable law will have to be borne by you.

## **Term of Employment**

You shall serve the company as a << Employee Designation >> on a full-time basis under the terms set forth herein. The term of your employment shall commence from the Start Date and shall continue until terminated as per the terms hereof.

## **Location of Employment**

The initial place of work will be << Employee work location >>. However, company reserves the right to change your place of work in its sole discretion.

## **Travel**

You may be required, from time to time, to travel to locations outside your place of posting, within India and abroad, on short notice.

## **Expenses**

Upon presentation of appropriate documentation, the company shall reimburse to you all reasonable and necessary out-of-pocket expenses, including travel expenses, actually incurred by you in the course of your employment. The company has policies and procedures in relation to the reimbursement of such expenses that may be revised from time to time. The reimbursement of expenses shall be subject to the same having been incurred and accounted for in accordance with the said policies and procedures in effect. The company reserves the right to correct an adverse expense balance by making the necessary deductions from any amounts due to you from the company.

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### **Group Medical Policy**

<< If any Group Medical policy taken by company then enter here, or else remove this para >>

### **Group Accidental Policy**

<< If any Group Accident policy taken by company then enter here, or else remove this para >>

### **Time to be devoted to Employment**

During the course of your employment, you shall devote all your professional time, attention and energies to the business and affairs of the company. During the course of your employment, you shall not hold any other executive or managerial or any other position of responsibility in any entity other than the company.

### **Increments and Promotions**

Your potential growth in the organization will depend solely on your performance and contributions to the company. Based on annual performance appraisals process your Increments and promotions will be determined by the management.

### **Compliance to Quality Standards**

You will be required to understand and implement standard procedures at the company. Your attitude toward adherence to standards and procedure will be an important parameter for consideration while evaluating your performance.

### **Leave Policy**

Earned Leave accrues at <<2>> days per month for every completed month of full time employment and therefore a total of 24 working days per year are available as annual leave from work for any reason. Leave avail will be on a pro rata basis and the employee will be entitled for the leave after completion of <<6 months>>.

### **Working Hours**

The normal working hours are from <<10 am to 6pm>>, with a lunch break for <<30>> minutes, Monday through Saturday. Sunday is a holiday. The company reserves the right to alter or modify its working hours or holidays temporarily or permanently.

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## Probation period

Your probation period will be for <<(6) six>> months, starting from the date of your joining. At the end of your probation period your employment with the company shall be deemed to have been confirmed unless notified otherwise in writing. You are not entitled to any leaves with pay during the probation period unless otherwise approved by your reporting manager under special cases only. Your services are liable to be terminated with a notice of <<7>> days during your period of probation. Similarly, if you wish to resign during probation period, you can do so by providing a notice of <<7>> days.

## Duties and Responsibilities

- (i) You will be required to serve in the assigned position or in such other capacities, consistent with your status and position in the company, as may be requested from time to time by the company.
- (ii) In the course of your employment, the company will expect you to display a high standard of initiative, efficiency and economy. You shall diligently, faithfully and to the best of your abilities perform the duties and services related to your assigned post as well as such additional or different duties and services consistent with your position, as you may reasonably be directed to perform by the company from time to time. For the performance of all such duties and services, you shall use all the knowledge, skill and experience that you possess, to the entire satisfaction of the company.
- (iii) You will carry out assignments/projects given to you from time to time with diligence and devotion and maintain the company's image as manufacturer and supplier of a well-known product in the market.

## Non-Competition and Non-Solicitation

You further undertake to the company that:

During the period of your employment with the company and for a further period of 1 (one) year from the date you cease to be in the employment of the company, you shall refrain from engaging in any similar or competing business as that of the company or its affiliates ("**Non-Compete Period**"), either as principal, agent, partner, director, employee, consultant, advisor in, of or to any person who carries it on. You shall not, in any manner directly or indirectly during the Non-Compete Period:

- (i) call upon, cause to be called upon, solicit or assist in the solicitation of, any client, customer, supplier or contractor of the company or its affiliates or request, recommend or advise any client, customer, supplier or contractor to cease or curtail doing business with the company or its affiliates. Any individual, governmental authority, corporation, partnership or other entity to whom the company or its affiliates has been associated with at any time during the period in which you were employed by the company, shall be deemed a client or customer;
- (ii) solicit, employ, engage or seek to employ or engage any individual or entity, on your behalf or any entity other than the company, or advise any employee or director of the company or its affiliates

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to terminate their employment or engagement with the company or its affiliates, who is employed or had been engaged by the company or its affiliates or who was employed or engaged by the company or its affiliates preceding the date on which you cease to be in the employment of the company.

You acknowledge and agree that in the context of the company's business and your relationship with the company, the covenants hereunder are essential to protect the goodwill and interests of the company and restrictions herein are fair and reasonable as to subject matter, geographical scope and duration, and are reasonably necessary to protect the value of the company and its affiliates and associated goodwill.

You further acknowledge that: (i) any breach or threatened or attempted breach of any provision hereof by you would cause irreparable harm to the company; (ii) monetary damages would not be sufficient or adequate to protect the company's interests hereunder; (iii) the company shall, in addition to all other applicable remedies it is entitled to, shall also be entitled, to prevent a breach hereof, to injunctive relief and/or specific performance of this section or other equitable remedy without being required to prove damages or furnish any bond or other security. You represent that: (a) you possess various skill sets which you can deploy once you cease to be an employee of the company without breaching the restrictions hereunder; (b) your experience and knowledge will enable you to earn an adequate living pursuing activities other than in connection with a competing business and (c) injunctive relief will not prevent you from providing living for yourself and your family.

## Confidentiality

You acknowledge that during the course of your employment with the company, you will have access to and/or will possess trade secrets and other confidential information of the company and its suppliers and customers, including the company's business plans, technological and strategic initiatives, marketing programs, details of suppliers and customers, pricing and credit techniques, recipes, product plan, information concerning dealings, transactions or affairs of the company or any of their affiliates, program codes, software design know-how, research and development activities, private processes, and books and records ("**Confidential Information**"). To protect the Confidential Information and the goodwill of the company, you undertake to the company that you shall not, without the express written permission of the company, use or disclose (either personally or through an agent or otherwise, directly or indirectly) or allow to be used or disclosed:

- (i) any such Confidential Information; or
- (ii) any trade name used by the company, or any other name similar to such a trade name.

In furtherance of the aforesaid, all memoranda, notes, records or other documents, made or compiled by you or made available to you during the course of your employment, which contain Confidential Information, if in the possession or under your control shall be delivered to the company, or on the company's instructions destroyed by you, upon termination of your employment.

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Your confidentiality obligations hereunder shall continue in perpetuity except in the following circumstances:

- (i) if you are required by any court of law or statutory, regulatory or quasi-judicial authority to disclose any Confidential Information;
- (ii) if the Confidential Information in question is in the public domain without any breach of the provisions hereof or other confidentiality obligation;
- (iii) if you receive the Confidential Information in question from any third party who has obtained the same lawfully.

### **Intellectual Property Rights**

- (i) Your duties in the course of your employment are expected to generate products, process, formulations, proprietary information, in which copyright or other intellectual property may subsist. All intellectual property rights, in India and abroad, for the full term of such rights, in any "**work**" (as defined under the Copyright Act, 1957 and as amended from time to time), invention, discovery, ideas, techniques, machines, methods, processes, uses, products, devices, codes, configurations of any kind and improvements made to any of the above, or in any other matter including but not limited to any product or process or formulation, conceived/ created/ made fully or in part (whether or not during regular office/ business hours and whether alone or in conjunction with others,) by you, during the period of your employment with the company, shall be disclosed in writing to the company immediately on such conception, creation or making. All such "works" have been developed as works for hire and you agree that all the intellectual property rights in all such "works" stand automatically vested in and be the sole and exclusive property of the company. By accepting this employment, you have undertaken to execute and register any and all necessary documents, and do any and all necessary actions as may be determined by the company in its discretion, at the cost of the company, even after your employment has ended, to further confirm the above ownership rights in favour of the company. You also explicitly waive all moral rights in your contribution to the business of the company.
- (ii) You shall keep all such intellectual property of the company confidential and shall use all such property strictly in accordance with the terms of your employment for the sole benefit of the company.
- (iii) You shall observe strict confidence with respect to all information, recipes, operations, and any other private information that has been disclosed to you or might be disclosed to you while employed with the company.

### **Disciplinary Procedures and the Company Policies**

- (i) In addition to the terms specified herein, you shall be liable for disciplinary action including warning, deduction from remuneration, suspension, demotion, denial of promotion and/or increment,

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discharge, dismissal etc. for acts and omissions constituting misconduct and violations of the code of conduct in accordance with the policy of the company.

- (ii) Pending disciplinary action, you may be suspended from your employment.

## **Training**

You may also be selected by the company for receiving training with the company's associates/ affiliates. You shall diligently and beneficially, take part in such trainings and assignments.

## **Other Rules and Regulations**

During your employment with the company, you shall be subject to such rules and regulations and policies of the company as may be made applicable and revised at the company's discretion from time to time, irrespective of whether the rules and regulations or policies or any changes therein are individually notified to you. The rules and regulations are documented in the Employee Handbook. We request you to go through the same. You are required to strictly adhere to them, failing which the company reserves the right to take appropriate action, including dismissal from employment, depending on the severity of the violation.

## **Representations and Warranties**

You hereby represent, warrant, and confirm that:

- (i) you have executed and delivered this agreement as your free and voluntary act, after having determined that the provisions contained herein are of benefit to you, and that the duties and obligations imposed on you hereunder are fair and reasonable and will not prevent you from earning a comparable livelihood following the termination of your employment with the company;
- (ii) you have read and fully understood the terms and conditions set forth herein and the benefits and consequences of entering into this agreement; and
- (iii) the execution of this agreement by you and performance of your obligations, responsibilities and duties hereunder shall not result in the breach of any of your obligations, covenants or undertakings (including any professional, statutory, contractual or fiduciary duties or obligations) to any other person.

## **Termination of Employment**

### Termination of Employment for Cause:

Unless otherwise provided below, your employment may be terminated for Cause immediately upon notice to you. For purposes hereof, "**Cause**" shall mean:

<<Enter Company Address>>

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- (i) The commission by you of an act which would constitute a fraud, embezzlement, misappropriation of funds, breach of fiduciary duty or other acts of dishonesty or misrepresentation or a crime (irrespective of whether judged by any court of law) against the company or its affiliates or other employees of the company;
- (ii) If you are convicted by any judicial or quasi-judicial authority for any crime including any act which involves dishonesty or moral turpitude or theft in the course of your employment;
- (iii) The failure by you to perform your duties hereunder for reasons other than death or disability which is not cured within 7 (seven) days after written notice thereof to you;
- (iv) If you are acting in any way, with the intent to harm the company or its affiliates, that may have an adverse effect on the company's reputation or business prospects;
- (v) If you are engaging in any misconduct which may result in a substantial loss or substantial damage to the reputation to the company or its affiliates or any of their respective directors, shareholders;
- (vi) If you become bankrupt;
- (vii) In case particulars provided by you at the time of seeking employment with the company are found to be incorrect or it is found that you have concealed or withheld any relevant facts;
- (viii) If medical advice is received by the company that you have become physically or mentally disabled or incapacitated during your employment with the company to such an extent that you are unable to effectively perform the duties entrusted to you during the course of your employment;
- (ix) Any breach by you of any provision hereof.

Termination by Notice:

Either company or you may terminate this agreement without cause by giving **One** month written notice of termination to the other party (such **One**(months) period hereinafter referred to as the "**Notice Period**"). Termination shall be effective on the last day of the Notice Period unless otherwise agreed by the company. As a condition for agreeing to a shorter notice period the party who sent the termination notice hereunder shall pay to the other party the prevailing salary of the employee for the period by which the Notice Period exceeds the agreed shorter notice period, unless the parties mutually agree otherwise.

Death:

This agreement shall automatically terminate immediately in the event of the death of the employee during the course of the employment, without further obligations except as set forth herein below (*Obligations Upon Termination*).

<<Enter Company Address>>

## Obligations Upon Termination

### Obligations of the Company:

Upon the termination of your employment for any reason under this agreement, the company shall pay you (or your spouse or such other person so nominated by you as your nominee, any payments due to you in case of termination due to your death), at the time of such termination, any amounts which are accrued but unpaid through the date of termination under the terms hereof.

### Obligations of Employee:

- (i) All memoranda, notes, records or other documents, made or compiled by you or made available to you during the course of your employment, which contain Confidential Information, shall be handed over to the company, if in your possession or under your control.
- (ii) Upon termination of your employment, you shall relinquish all positions and/ or memberships in any body to which you were appointed by virtue of your employment with the company.
- (iii) any item belonging to the Company such as laptop computer, mobile phones, any handheld devices with all software and data therein, with details of any passwords which you may have installed;
- (iv) every company document (including electronic documents) of whatever description in your possession or control, together with any copies, notes or summaries of such documents and your own working papers, for all of which you undertake to make a diligent search;
- (v) any other company property in your possession or control;
- (vi) immediately repay all outstanding debts and loans due to the company and the company is hereby authorized to deduct from any monies due to you a sum in repayment of all or any part of any such debts or loans; and
- (vii) strictly comply with all continuing obligations including obligations of confidentiality, non-competition and non-solicitation.

## Remedies

You acknowledge that the company will suffer immediate, material, immeasurable, continuing and irreparable damage and may not have an adequate monetary remedy if you breach the terms or conditions of this agreement. You further acknowledge that the company will be entitled to institute and prosecute proceedings in any court of competent jurisdiction to prevent you from violating any contractual or legal obligation or to compel performance of your obligations hereunder. You agree that the company shall not

be required to post a bond or other security for seeking injunctive relief. Relief of injunction and/ or specific performance shall be in addition to any remedy for damages which the company may be entitled to.

Entire Agreement:

This agreement contains the entire understanding and agreement between the parties relating to the subject matter hereof and shall supersede all previous agreements, negotiations and undertakings in respect thereof, and neither this agreement nor any provision hereof may be waived, modified, amended, changed, discharged or terminated, except by an agreement in writing signed by the party against whom enforcement of any waiver, modification, change, amendment, discharge or termination is sought.

Illegality:

If any one or more of the provisions of this agreement shall be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. There shall be substituted for any such provision held invalid, illegal or unenforceable, a provision of similar import reflecting the original intent of the Parties to the extent permissible under law.

Severability:

The employee hereby acknowledges that time and other limitations contained in this agreement are reasonable and properly required for the adequate protection of the business and affairs of the company, and in the event that any one or more of such time or other limitations is found to be unreasonable by a court of competent jurisdiction, the employee hereby agrees and submits to the reduction of said time or other limitation to such an area, period or otherwise as such court may determine to be reasonable. In the event that any restriction or limitation under this agreement is found to be unreasonable or otherwise invalid in any jurisdiction, in whole or in part, the employee hereby acknowledges and agrees that such restriction or limitation shall remain and be valid in all other jurisdictions covered by the territorial scope of his obligations hereunder.

Survival:

The provisions of para (i) Intellectual Property Right;(ii) Non-Competition and Non-Solicitation; (iii) Confidentiality;(iv) Obligations upon Termination; (v) Remedies;(vi) Notices; and (vii) Miscellaneous of this agreement shall survive the termination of the employee's employment with the company for any reason.

Waiver:

Save and except as otherwise provided in this agreement, the waiver of any default or breach under this agreement by any party shall not constitute a waiver of the right to terminate this agreement or otherwise exercise rights or remedies for any subsequent default of a similar nature or under any other terms and conditions of this agreement.

Variation:

No variation of this agreement shall be binding on any party, unless such variation is in writing and signed by each party.

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**Appendix III**  
**Documents to be furnished at the time of joining**

The following documents are required to be produced at the time of joining:

1. Relieving letter from most recent employer (if applicable)
2. Salary slip or Salary Certificate from most recent employer (if applicable)
3. Experience Certificate from all previous employers
4. Proof of Academic Qualification
  - (a) 10<sup>th</sup> Std Mark list
  - (b) 12<sup>th</sup> Std Mark list
  - (c) Under Graduate / Degree Marksheet
  - (d) Under Graduate / Degree Certificate
  - (e) Post-Graduation/Degree Marksheet(if any)
  - (f) Post-Graduation/ Degree certificate (if any)
  - (g) Other qualifications / Marksheet and certificates (if any)
5. Proof of Identity i.e. Copy of PAN card/ Aadhar card
6. Proof of Address i.e. Copy of Passport/ Aadhar Card / Electricity Bill
7. Passport-size Photographs
8. Your income & investment declaration in the Form 12B. (Non-submission of this form will be treated as you do not have income from any other sources apart from your salary income from the company)

**You are required to submit the originals and self-attested copies of all the documents mentioned hereinabove on the date of joining the company. The originals will be returned after verification.**

***\*\*Please note that this employment letter covers all the commitments made on behalf of the company towards your employment with the company. It is your responsibility to ensure that any or all commitments made verbally during the selection process are documented prior to joining the company. Please note that the company will not be responsible for any verbal commitment made to the candidate except for those that are specifically documented in these pages.***

Please sign this document along with the requested paperwork.

"I have read this entire document and am aware of all information pertaining to my employment with <<Company Name>>. I shall strictly follow all company guidelines and policies and will abide by all the rules."

Employee Name & Signature: \_\_\_\_\_

<<Enter Company Address>>