

Ref No: _____

Date: _____

Mr. _____

S/o Mr. _____

R/o _____

Contact No. _____ Email Id. _____

Employee Code: _____

Sub: Appointment for the post of

Dear Sir/Mam,

Reference your application for employment; we are pleased to offer you appointment as _____ in your organization on consolidated salary of _____ per month attached (Annexure "A"). The management reserves the right to bifurcate the salary, merging or bifurcating with any other allowance / allowances. The terms and conditions of service will be as follows:

1. In the first instance you will be on probation for a period of six months from the date of your joining, where after the probation period may be either extended at the discretion of the management or may be dispensed with either earlier or on completion or thereafter till confirmation. Unless confirmed in writing, you will be deemed as probationer after the expiry of the initial or extended period of probation. Your services are liable to be terminated without any notice or wages in lieu thereof during the initial or extended period of probation.
2. Your place of posting will, at present, is at _____ you are liable to be transferred to another branch, shift, post of or place or to service provider or associate or any other concern whether in existence or which may come into existence hereafter. Your terms & conditions of service and the emoluments will not be adversely affected when you are transferred to service provider or associate or any other concern. When require to work in the service provider concern during your normal working hours, no additional payment will be made for such work. It will be your responsibilities to make arrangement for your residential accommodation / other arrangements, if any. Also the management can shift the place/places of working anywhere in India and in that event you will have to make compliance for working at the new place of work and your salary and other benefits will remain intact. Also the management can shift the premises anywhere India and you will report for work at the shifted place. On transfer, you will be paid wages as per the minimum rates either fixed and/ or revised by the prescribed authority under the minimum wages Act of the state which you shall bear your own taxes that shall be deducted from your salary and/ or other dues. For going on duty outside place of employment, you shall be governed by TA/DA rules of the company, if applicable in your case.
3. After confirmation, your services are liable to termination at one month's notice on resignation or forfeit one month's wages. In case you are incapacitated by reason of illness, accident or any other cause and cannot perform your duties, the company may at its option grant leave for reasonable time on full pay or half pay or without pay or terminate your services. Also, if you are found suffering from any infectious/contagious disease, the company may at its discretion terminate your services.

4. That during the course of your employment, you will not apply or seek employment elsewhere without written permission from the management and in case it is so detected about your seeking of employment, it will amount to breach of trust on your part.
5. That on cessation of your employment with us, you will be under an obligation not to join, for period of six months, any competitor unless permitted by the management.
6. You will work under supervision of such officers as may be decided upon by the management from time to time. You shall diligently and satisfactorily carry out instructions given to you by your superiors in connection with the work assigned to you to the best of your skill and ability.
7. You will strictly observe punctuality. However, in exceptional circumstances expressly explained by you, the management shall allow a grace period upto 10 minutes at the start of your duty period but you shall not be allowed to join duties later than one hours of the starting time and will be marked as absent. In case you will come later than 10 minutes on three days in a month, your one day leave shall be deducted for every such three days on which you will come late as aforesaid. The privilege of the grace period is not accumulative. Besides deduction as started hereinabove, disciplinary action for habitual late coming can also be initiated.
8. You will employ yourself efficiently to the best of your ability, will devote your whole time to the work of the organization and will not engage yourself directly or indirectly either honorary or on remuneration in any service, trade, business, vocation or occupation (including agency of an insurance company or in advisory capacity). Also, you will not appear in any examination or attend classes without prior and written approval of the management.
9. Any notice, memo or other communication required or permitted hereunder by either party shall be deemed to be received
 - a. Upon delivery when delivered by hand. (Refusal to receive any communication sought to be delivered personally will amount to insubordination)
 - b. Upon delivery, if sent by an express courier with a reliable system for tracking delivery to the address mentioned hereinabove.
 - c. Sent by certified or registered mail, postage prepaid, return receipt requested, to the upon delivery if sent to the email address mentioned on the employment application from the candidate.
 - d. Upon verbal communications or SMS sent on the mobile contact number provided by the parties.
 - e. When transmitted, if sent by confirmed facsimile.

It will be your duty to intimate in writing to the management whenever there is any change of your address. Also, you will not refuse to accept any communication as offered to you for personal delivery.
10. During your employment with the company, management may use your personal Email ID for any official communication which will be deemed lawful communication to you.
11. You shall be responsible for the safe keeping and returning in good order of all the properties such as keys of safe, furniture & fixture, important documents etc., which may be in your possession, custody, care or charge. The management shall have right to deduct the money value such thing from your salary /dues and take such other action as it deems fit in the event of your failure to account for such properties whether during the course of service or otherwise.
12. Absence for a continuing period of 8 days including absence when leave though applied for but not granted and when over-stayed for a period of 8 days would make you to lose your lien on the service and the same shall automatically come to end without any notice or even intimation. In such an eventually, the management will draw an irresistible presumption that by remaining absent continuously and unauthorized, you have abandoned your job.

13. Privilege/Earned leave shall be allowed as per law. Grant of leave will depend on the exigencies of work shall be at the discretion of the management. Before proceeding on leave, you will have to apply for leave 15 days in advance to the appropriated authority and seek the prior sanction of leave. Similarly, for extension of leave, an application will have to be made in advance so as to reach positively before the expiry of leave originally granted. Mere submission of application will not mean that the leave has been sanctioned. The casual/sick leave will be given as provided under the law depending upon the justification of the ground for availing of leave and genuine medical certificate supported with the application of leave. Entitlement of sick leave, when covered under the ESI Act will be only when your application will be supported by ESI Step. The Management will be within its rights to get you medically examined to verify your alleged sickness.
14. You will be bound by rules and regulations enforced by the management, from time to time in relation to conduct, discipline, leave, holidays or any matter relating to service conditions which will be deemed as rules, regulations and orders in the part of these terms of employment. The management reserves the right to modify, after or delete the existing service rules or to introduce fresh service rules which will be binding upon you.
15. During the tenure of service, you will keep your emoluments secret from other members of information contained in all documents and papers and other matters relating to the company will not be divulged by you to any person other than those of the management.
16. You shall not take any papers, books, computer software, materials, document or any other property of the organization out of the work premises, not shall you in any way at any time/s disclose, divulge to anybody or make public any information or matter concerning the activities, accounts, transactions, dealings, trade/business secrets, or information relating to your or of the organization or its business or otherwise, whether the same may be confirmed in you or become known to you in the course of your employment or otherwise, not only during your service, but even after you cease to be in the services of our organization. You shall be responsible for and shall take proper care of all books, computer software, materials, documents or any other property, etc., generally & specifically entrusted to you.
17. Your increments/promotion and demotions will depend at the sole discretion of the management depending upon your efficiency, intelligence, regular attendance, sense of discipline, loyalty and good behavior and also subject to the prosperity of the organization.
18. In case you are charged with any act of misconduct, you may be suspended from service pending enquiry. During suspension period, you will be entitled to 50% of your salary towards suspension allowance subject to your marketing of attendance on the working days at any time during working hours. While claiming suspension allowance, you will given an undertaking of affidavit every month in writing that you were neither employed nor self employed during such period.
19. That in case of resignation, the management reserves the right to accept it with immediate effect whereas during that period, you will not join any organization without written permission of the management.
20. That on resigning from job, you will be required to give one month's advance notice and acceptance of three month's salary in lieu of notice will be at the discretion of the management.
21. All disputes arising in connection with this Appointment Letter shall be settled. If possible, by amicable negotiation of the parties. If the matter is not resolved by amicable negotiation within twenty (20) business days or such later date as may be unanimously agreed upon, then the dispute shall be submitted to arbitration before the sole arbitrator to be appointed by the managing Director/Director in charge of DIL. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time.

Arbitration shall be held at _____. The arbitration proceedings shall be conducted and the award shall be rendered in the English language. The arbitration will be required to make the award within two (2) months of entering upon the reference unless the time is extended for justifiable reason. The award rendered by the arbitration shall be final, conclusive and binding on all parties to this Agreement and shall be subject to enforcement in any court of competent jurisdiction at Delhi/New Delhi. The cost of arbitration, including attorney's fees and expenses of the arbitrator shall be as per the award.

22. That no earn leave even due will be sanctioned during one month's notice period on termination by the management or during one-month notice period on resignation from the job.
23. Your appointment and continuance in employment will always be subject to your being found medically fit and the management will have right to get you examined/reexamined from any Registered Medical Practitioner/Surgeon, whose finding shall be final and binding upon you. Your non-appearance for medical examination will be treated as non-cooperation to the management and your services are liable to be terminated without any notice or notice pay in lieu of notice.
24. You will automatically retire without any notice on your reaching the age of 58 years, should thereafter by giving you one month's notice or salary in lieu thereof.
25. This appointment is based on the information given by you to us in your employment/personal data from and otherwise, and shall be considered null and void if a material error/suppression or false detail is discovered therein at any time. In that eventuality, the management can recover the payment made to you towards your remuneration during employment.
26. Besides above conditions, you will abide by the Service Rules/ Regulations or standing as in operation besides office orders which are issued from time to time. The service Rules/Regulations can be modified/replaced by the Certified Standing Orders which will be binding upon you.

In case the terms and conditions are acceptable to you, please sign the duplicate of this letter in token of your having understood and having accepted the same and return the same.

For XYZ Company Pvt Limited

Authorized Signatory

DECLARATION

I have read/understood the above terms/conditions and agree to abide by them.

Signature:

Date:

Salary Annexure (Confidential)	
Basic Salary	
ESI Employee Contribution	
PF Employee Contribution	
ESI Employer Contribution	
PF Employer Contribution	
Gross Salary	
Net Salary	
Cost to Company	
Place of Posting	
Date of Appointment	

Tax deduction at source (TDS) will be deducted if applicable. Kindly approach your income tax advisor for calculation of income tax. Saving declaration and submission of documents for taking benefit in of exemptions is the sole responsibility of the employee to the HR Department on time.

Your salary is part of confidential information. Disclosing it within the company or outside without prior permission of HR will attract disciplinary action.

We look forward to working with you.

For Nectar Commercial Estates Limited

Authorized Signatory

I, _____ agree to the terms and conditions of appointment letter and I am putting my signature having accepted the same.

Dated:

Signature: