

# Sample Letter Of Appointment

## For Senior/Middle/Junior Management

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Date: \_\_\_\_\_

Name of the employee

Address\_\_\_\_\_

Dear (First name of the employee),

This has reference to the discussions you had with us. We are pleased to offer you the position of “\_\_\_\_\_” at level \_\_\_\_\_in the management cadre of our Company, on the following terms and conditions:

1. Basic Salary: Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) per annum. You will be entitled to further review of your compensation as per the company practice. This will be linked to your performance and will be at the discretion of the management.
2. H.R.A. / Accommodation: 60% of your basic salary will be paid to you as house rent allowance. If you are provided a company accommodation, the same will be regulated by the relevant policy, for which you may refer our Company Leased Accommodation (C.L.A.) policy on our \_\_\_\_\_ site.
3. Special Allowance: Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) per annum.
4. Food Coupons: You will be entitled to food coupons worth Rs. \_\_\_\_\_/- per month. You may choose to opt out of this, for which you need to indicate your choice to your HR manager. For details where these coupons are applicable, you may refer our directory on our\_\_\_\_\_ site.
5. Leave Travel Assistance: Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_ only) per annum for each completed year of service as per the rules, payable on a yearly basis.
6. Domiciliary Medical Expenses: Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) per annum for each completed year of service as per the rules, payable on a monthly basis.

**7. Hospitalization:** You would be covered under the Company's Hospitalization scheme. For details you may refer our Hospitalization policy on our \_\_\_\_\_site.

**8. Provident Fund:** The Company will contribute 12% of your basic salary towards Provident Fund. Similar deduction will be made from your salary.

**9. Superannuation:** If you indicate specific desire to do so, the Company will contribute 15 % of your basic salary per annum towards superannuation fund till you attain the age of 58 years. The benefits of this contribution will be made applicable to you, totally in accordance with the terms of the scheme. Please refer to Mr. \_\_\_\_\_ for further information on our Company Superannuation Program.

**10. Gratuity:** You will be entitled to an equivalent of 15 days of your last salary drawn for every completed year of service as per the terms of the scheme, subject to a maximum of Rs.\_\_\_\_\_/ - (Eligibility after 5 years of completed service).

**11. Corporate Attire:** You will have a choice to select corporate attire worth Rs. \_\_\_\_\_/- from the options provided by the Company every year. If you indicate your desire to opt for this scheme, the Company will contribute 50% of this amount and the balance will be deducted from your salary. For more details, you can refer our Corporate Attire Policy on our \_\_\_\_\_site.

**12. a)** This order of appointment can be terminated on either side by giving three months' notice or payment of salary (basic) in lieu thereof.

**b)** The Company reserves the right to terminate your services without assigning any specific reason whatsoever for such termination by giving you a 3 months' notice in writing or an equivalent of three months' salary in lieu thereof.

**c)** 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, commission of any act involving moral turpitude, or any act of indiscipline or inefficiency or for loss of confidence.

**13.** Initially, you will be posted at \_\_\_\_\_ and report to \_\_\_\_\_or any other person nominated by the company. However, your services could be transferred to any other Departments / Divisions / Factories of the Company, anywhere in India. Notwithstanding your initial appointment in this Company, your services may be

assigned by the Company to any other Company of the (Organization Name) Group. You may also be assigned such other duties as may become (Organization Name) at the discretion of the Management in any Branch or Office of the Company and/or its subsidiaries or to any of its other Associate Companies.

**14.** This appointment is subject to your being medically examined and found fit. The Management has the right to get you medically examined by any qualified medical practitioner during the tenure of your service. In case you are found medically unfit to continue with the assignment for which you have been employed, you will lose your lien on the job.

**15.** This appointment is also subject to a satisfactory report from your former employers, based on the references given by you.

**16.** You will automatically retire from the service of the Company on attaining the superannuating age of 58 years. You will be expected to provide acceptable evidence of your date of birth at the time of joining the company.

**17.** All other standard and general rules, practices and policies of the Company as existing now and which may be amended from time to time will be applicable to you and you will be expected to abide by the same.

**18.** In the event of the State/Central Government enacting any law conferring the same or similar benefits as extended to you under this letter, you would be entitled to such benefits which are more beneficial of the two, but not both. This shall be at the discretion of the management.

**19.** You are required at all times to maintain the highest order of discipline and secrecy as regards the work of the Company and/or its Subsidiaries or Associate Companies, in case of any breach of discipline/trust, your services may be terminated by the company with immediate effect. You are also required to sign the Secrecy Agreement upon your joining. 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.

**20.** 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 from time to time framed and issued by the Company and made applicable to you. 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 previous consent in writing of the Company. Breach of this condition could lead to immediate termination without notice.

**21.** During the course of your employment and if the nature of your business so requires, 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.

**22.** This offer of employment is based on the information furnished in your application for employment. If, at any time in future, it comes to the knowledge of the management that any of this information is incorrect or any relevant information has been withheld then your employment based on this letter of appointment is liable to be terminated without notice or any compensation in lieu thereof.

**23.** 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.

**24.** 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.

**25.** Your appointment is with effect from the date of joining, which should in any case be not later than \_\_\_\_\_.

Kindly sign the copy of this letter indicating your acceptance of the above terms and conditions of this appointment and return the same to us.

Whilst welcoming you to the (Organization Name) Group, we wish you good luck and a very bright career with us.

Best Regards

Name of the Business Leader

Designation

Company