January day of: Date of Joining

Personal & Confidential

**Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**S/O: Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_ (Address) \_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Sub:** - **Letter of Appointment**

With reference to the discussion we had with you, we are pleased to appoint you as **System Administrator** under the following terms and conditions:

**1. Commencement Date**

Your date of appointment will be effective from January day of: Date of Joining

**2. Salary and Benefits**

Salary and benefits are detailed in Annexure attached herewith. Your Gross Salary is **(XXXXXXX)** subject to deduction of Tax at source.

**3. Place of work**

Your initial employment location will be Hyderabad. However, your services are transferable to any place in the country or abroad or to any of the company’s associate or sister concern or its subsidiary client location, at the sole discretion of the management.

**4. Working Hours**

The shift timings will be based on process / program requirement as and when explained by your superiors.

**5. Job Assignment/Reporting**

In your assignment, you will be responsible for the duties of **System Administrator**, as more particularly laid out in the job description for this position. You will report directly to the supervisor nominated by the management.

**6. Probation, Confirmation & Termination**

1. You will be on probation for a period of **6 (Six) months** from the date of your appointment, where after, if your services are found satisfactory, you will be confirmed by means of a written intimation. The management reserves the right to reduce, dispense with or extend your probation period at its absolute discretion.

1. (a) During the probation period or the extended period of probation, an Employee will be liable to be discharged from the company’s services at any time with 60 days prior notice and without assigning any reason. An Employee also bound to provide the company with 60 days notice during which period he / she may have to actually work. The company does not encourage adjusting notice period against either leave or forfeiture of salary.

(b) Upon confirmation your services are liable to be terminated by the company after

 Providing you two month’s notice or payment of basic salary in lieu thereof

 You shall also be bound to provide the company with two months notice prior to

 Resignation during which period you may have to actually work. The said period

 Will not be adjustable either against leave or forfeiture of salary

1. If the exigencies of work so require, the company may not relieve you earlier than the expiry of the entire period of notice. It shall, however, be open to the company to accept your resignation with effect from any date earlier than the one offered by you in your resignation letter.

 (d) The company will have the right to terminate your employment without notice or payment of salary in lieu thereof if:

* You commit any breach of your duties and responsibilities under this contract of service.
* You are guilty of any gross default or misconduct, which contravenes the expressed or implied conditions of your employment; and
* You commit breach of any of the terms of clause 8 of this appointment letter.

# 7. Absence without Notice

Absence without leave or remaining absent beyond the period of leave originally granted or subsequently extended, shall result in voluntary termination of your employment without any notice unless you

1. Return to work within **3 days** from the commencement of such absence, and
2. Provide satisfactory explanation to management regarding such absence.

**8. Non-Disclosure Agreement**

During the course of your employment with us you will have access to confidential/proprietary information about the organization, its clients, its business transactions, and associated companies. You shall not during your course of Employment and two years after you have ceased to be in the employment of this organization, disclose such confidential/proprietary information to any third party and /or any unauthorized person.

All notes and memoranda pertaining to this organization trade secrets and confidential/proprietary information made by or acquired by you during the course of your employment shall at all times remain the property of this organization. Upon termination of your employment, you shall return all notes/memoranda and any copies thereof to organization that you may have obtained during the course of your employment.

You are obliged to sign a non-disclosure agreement specific to a particular client as and when required by organization.

Prior to joining organization, you will ensure that you will be free from any contractual restrictions preventing you from accepting this offer or starting work on the joining date.

**9. Employment Regulations**

Whilst employed with the company:

* You will not engage in any trade or profession or undertake any employment, full or part-time, while in the service of the Company;
* You will have no objection to working extra hours in the morning and/or the evening according to the requirements of the job.
* You may be selected and sponsored by the Company for familiarization/training assignments with the Company’s technical collaborators or any other institutions/organizations in India and/or abroad. You will diligently and beneficially take part in such assignments. The cost of

Such training, including the travel fare and related expenses, will be borne by the Company subject to agreements to be drawn up and signed between the Company and you. Such agreements will be specifying the minimum period you will be required to serve the Company after completing the training and providing for payment of liquidated damages by you to the Company proportionate to the time period of service remaining to be rendered, in the event you voluntarily terminate the contract of service or this appointment, as the case may be, prior to the expiry of the agreed period of service referred to hereinabove;

* You will carry out your duties with diligence and loyalty at all times, keeping the

 Company’s interest paramount;

* You shall not under any circumstances either directly or indirectly, receive or accept for your benefit any commission, rebate, discount or profit from any person, company or firm having business transactions with Organization
* During your employment, you will be bound by the Company’s Rules and Regulations framed and enforced from time to time. The Company reserves the right to amend or alter the said Rules and Regulations at its discretion, without any notice thereof, and these will be deemed as Rules and Regulations in terms of your employment;
* The Company shall verify the facts stated by you in your resume submitted during the interview process. If any of the facts stated therein are found to be false, your services will be terminated immediately without any notice or any compensation in lieu of the notice period;
* This appointment letter is governed by and shall be construed in accordance with the laws of India, and both parties to this appointment letter shall submit to the exclusive jurisdiction of the Indian Courts. This appointment letter contains the entire understanding between the parties and supersedes all previous agreements and/or arrangements relating to employment with the organization. Any amendment or modification to this appointment letter shall be made in writing and signed by both the parties.
* The terms and conditions of service are confidential and may not be disclosed to or discussed with anyone;
* You will be required to effectively carry out all duties and responsibilities assigned to you by your manager and others authorized by the company to assign such duties and responsibilities;
* You will be required to apply and maintain highest standards of personal conduct and integrity and comply with all company policies and procedures. All acts subversive of good conduct and discipline like insubordination, gross negligence, corruption, fraud, forgery, misappropriation, etc. would warrant strong disciplinary action from the company.
* The emoluments/benefits due to you will be liable / subject to deduction of income 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.

**10. Retirement**

You will automatically retire from the service of the company on attaining the superannuating age of 60 years.

**11. Date of Joining**

You are required to join on or before January day of: Date of Joining, following which this offer stands withdrawn. At the time of joining please submit the following documents:

* 1. Proof of compensation last drawn Date of Birth proof certificate (Copy of passport / birth certificate / S.S.C) (Two Copies )
	2. Original Academic Certificates (all from 10th to Highest)
	3. Original Resignation Letter with acknowledgement
	4. Relieving letter from previous employer (Original)
	5. Proof of compensation last drawn (3 Months - Original)
	6. Six passport size photographs (Recent)
	7. Bank Statement (six months)

**12. Acceptance**

* Please sign and return the duplicate copy of this letter and annexure as a token of your acceptance of the terms and conditions mentioned herein.
* If you fail to indicate your acceptance within a week from the date of the appointment letter, this offer of employment will be deemed to have been withdrawn and cancelled.

All other terms and conditions will be governed by the Company’s policies as stated from time to time.

We look forward to your joining us for a long, successful and mutually beneficial association

Yours faithfully

for Company Name

**Adnaan**

**EXECUTIVE – HUMAN RESOURCES**

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I accept the appointment on the terms and conditions contained herein and will report for duty on …………..

Signature: ………………………..

Date: Name: ……………………………….