PRIVATE AND CONFIDENTIAL

**Appointment Letter**

Ref No. [[Format of the Reference No.]]

Date: [[Date]]

To

[[Name]]

[[Name of father]]

[[Address]]

Dear <<Employee First Name>>,

It is with great pleasure that we invite you to join the exciting world of <<Company Name>>, an <<Company’s brief description>>. As we continue to evolve, we look for people who are committed to leadership and our culture of innovation. We would like to invite you to join our team as <<Employee Designation>> initially reporting to <<Reporting Manager/ Person>>.

Your scope of responsibilities will include those for which you are engaged, as well as any other duties given to you by your Manager from time to time. In accepting this offer of employment you will be required to perform all responsibilities assigned to you with due care and diligence and in compliance with the direction of management. You are also required to perform these tasks during business hours and such reasonable additional time as may be necessary.

**Compensation and Allowances**

Your compensation components are outlined in Annexure A to this agreement. All amounts and allowances outlined in Annexure A are Pre-Tax amounts and will be taxable in accordance with the taxation laws in India. For allowances requiring reimbursement as non-taxable components, you will need to submit receipts/bills; otherwise they will be paid as taxable components.

**Incentive Plan**

You will be eligible to participate in Company’s Incentive Program (“Program”) subject to the Program terms and conditions. As we continue to evolve our financial rewards programs, the Program may be amended or discontinued at any time, in the discretion of the Company, and without prior notice to, or consent by, employees.

**Sign-On Bonus**

You will be entitled to a one-time signing bonus as per details mentioned in Annexure A. This bonus will be paid to you at the end of 3 months of completion of your service.

**Benefits**

Additional benefits and terms of employment are described in Annexure B. For more details on relevant policies and procedures, you should contact your Manager.

**Travel and Relocation**

You may be required to travel as part of your duties and relocate to another office upon reasonable notice. Relocation expenses will be met in accordance with Company policy.

**Policies and Procedures**

You are required to comply with all Company policies and procedures as they may be amended or added to from time to time.

**Other Engagements**

You are not allowed to work either full time, part time or in advisory, consultant, associate or any other role with any Company, organization or any kind of freelance work till the time you are employed with the Company. You need to take specific approval in writing from your Manager before being associated or contributing to any forums, groups, projects or non-profit seeking bodies. Any failure in this regard may be liable to dismissal by the Company without notice.

**Training Period**

The first three months of your employment will be subject to a training period. The Company invests and incurs a substantial cost in providing the required training & skills to help groom the employees to perform their duties effectively. You agree to pay the Company an amount equal to first three months of your salary and any outstanding amounts, if you resign during one year of service (this is not applicable if the company terminates your employment for any reason).

**Termination**

Your employment may be terminated by either party by giving two months’ notice or two month's pay in lieu of notice to the other party. During the Training period, either party may terminate your employment by giving seven (7) days’ notice or pay in lieu of such notice. In case the employee resigns/ give notice for termination of employment, the Company, at their sole discretion, may relieve the employee before expiry of the notice period without any financial liability or commitment to allow them to continue in service till the end of notice period.

The Company may terminate your employment without notice if you willfully disobey a lawful and reasonable instruction or direction, commit an act of misconduct, including but not limited to, fraud or dishonesty, or are habitually negligent in your duties, you will be liable to dismissal by the Company without notice or any pay in lieu of the same.

On termination, a reconciliation of reimbursements against monthly accrued allowances will be calculated. You agree for Company to offset any overpayment against any money owing to you on termination of employment.

**Return of Company property**

On termination of your employment, for any reason, you must immediately return to Company all Company property in whatever form, relating in any way to Company. Company is entitled to deduct or set off any amount owing to you on termination for the value of any property not returned, or amounts owing to Company.

**Closing**

This offer of employment is conditional upon the following:

* Signing the acceptance clause under the heading “Acceptance of Employment Offer”;
* You are under no obligation to anyone, including any former employer, which prevents you from entering into this Agreement or restricts the activities or duties which may be assigned to you by the Company;
* All information provided by you is accurate, including academic credentials, if required;
* Successful completion of any background check or security clearance investigation;
* Satisfactory reference having been obtained from your previous and present employers.

To indicate your acceptance, please sign and return this employment offer to the Company within 7 days of this letter. If you do not return the required documents by this deadline, we will assume that you do not intend to accept this employment offer and it will be automatically withdrawn without further action on the part of Company.

We look forward to receiving your acceptance of this offer and joining our team.

Yours Truly,

COMPETENT AUTHORITY

[[Email: Identity | Signature]]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*\*[[Name | Uppercase]]\*\*

[[Address]]

[[Contact]]

**Acceptance of Employment Offer:**

I, <<Employee Name>>, have read, understood, and accept this offer of employment, as set forth above, with Company and will report on \_\_\_\_\_\_\_\_\_\_\_\_\_\_.

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

**Attachments:**

1. Annexure A – Compensation Structure Information
2. Annexure B – Benefit Summary
3. Laptop Issue & Usage Agreement
4. Joining Time Document Checklist
5. Agreement relating to Intellectual Property, Confidentiality & Non Disclosure

**Annexure A**

Compensation Structure Information

Dear <<Employee First Name>>,

Your Total Cost to Company will be INR <<CTC>>.This fixed pay consists of a number of allowances to ensure tax efficiency according to local taxation laws.

The breakdown of your basic salary and allowances are as follows –

Designation: <<Employee Designation>>

|  |  |
| --- | --- |
| Compensation Components | Amounts in INR |
|  |  |
| Basic Salary | 250,000 |
| Total Flexible Compensation | 250,000 |
| Housing Rent Allowance | 100,000 |
| Conveyance | 19,200 |
| Medical Allowance | 15,000 |
| Special Allowance | 115,800 |
| Total Annual Salary | 250,000 |
| Estimated Performance Incentive (can be 0 – 150% of the amount indicated) | 75,000 |
| Sign-on Bonus | 25,000 |
| Total Cost to Company | 600,000 |

All amounts and allowances above are pretax amounts and will be taxable in accordance with the taxation laws in India. For allowances requiring reimbursements, as non- taxable components, you will need to submit receipts/bills; otherwise they will be paid as taxable components.

**Annexure B**

Terms & Benefits Summary\* - (For Regular Full Time Employees)

|  |  |
| --- | --- |
| **Terms & Benefit Items (Applicable)** | **Description** |
| Working Hours  (Applicable) | The core working hours for employees are 9.30 am to 6.30 pm (Monday to Friday), unless otherwise specified by the employee’s employment contract. You may be required to work for additional hours and days depending on your assigned commitments and deliverables. |
| Lunch Break  (Applicable) | One hour break for lunch, tea/coffee for employees working 9.30am to 6.30pm |
| Notice Period  (Applicable) | Two month notice period unless otherwise specified by employment contract. |
| Mileage allowance  (Not applicable) | Employees who are required to travel for business related purposes are eligible to claim actual costs incurred for the same as per Company’s travel policy. Employees must submit their claims before 25th of every month using online Payroll System. |
| Phone & Internet Allowance  (Applicable) | Employees are required to avail mobile internet (atleast 4G connection) on their Smartphones and Broadband Internet at their Home/ Place of Stay, in order to be connected and responsive to Business needs. Employees need to submit proof of such connection within 3 weeks of joining the Company to avail Benefits under this. |
| Medical Insurance  (Optional) | Employees may enroll for medical insurance program for themselves, their spouse & 2 Kids (as applicable). The exact costs can be checked with your Manager before opting for the program. Interested Employees should inform their Managers within 2 week of joining the company. The cost of insurance shall be adjusted against Employee’s CTC. |
| Annual Leave  (Applicable) | Employees are eligible for 10 calendar days per annum (Apr-Mar). Annual Leave entitlement will be pro-rated for the first and last year of service. One third of the leave entitlement shall be allowed to be carried forward to the next year and must be cleared by June of the following year. The timing of annual leave should be discussed with and approved at least 2 weeks before by your Manager. |
| Country Holidays (mandated) (Applicable) | Employees will be entitled to 10 public holidays (including floating public holidays). Dates will be published at the beginning of each calendar year. |

\*The information in this summary is presented for the convenience of benefit plan and program participants only. If there are any discrepancies between the information in this summary and the applicable Lamingo benefit plan, the actual benefit plan document shall, in all cases, govern. In accordance with each plan and/or program, Lamingo reserves the right to amend or discontinue the plan and/or program described in this summary at any time without prior notice to, or consent by, employees.

**Laptop Issue & Usage Agreement**

<<Company Name>> (“Company”) in consideration of improving productivity and meeting business needs of the Company has decided to issue Laptop and components like power supply adaptor, mouse & installed software (“Laptop”) to employees and contractors (“Employees”) based on appropriate recommendation from the Managers.

The issue, usage and return of Laptop are governed by following terms & conditions:

1. Ownership of Laptop shall lie with the Company. Any data created or stored on the Laptop shall be property of the Company.
2. The Laptop shall be used for Company related activities. Employees are permitted to use the Laptop for reasonable amount of personal use.
3. The Employee shall ensure that Laptop and contents in the same comply with all of Company’s IT policies and practices including data security, network traffic etc. The Employee shall make sure that Laptop doesnot contains any unauthorized software or programs. The Company is authorized to audit and monitor the Laptop at any point of time without notice.
4. The Employee shall take all steps to ensure security of data and information and shall make sure it is not copied in part or full, backed up or reproduced at any place other than designated media and storage space by Company.
5. The Employee shall be responsible for safety and security of Laptop including theft, damage or loss of Laptop. The employees shall inform the Company promptly about any such incidence, if any. The Employee agrees to pay/ compensate the Company equivalent amount in cash as per details below:

* Within 1 Year from date of purchase – 100% of Laptop cost.
* 1-2 Years from date of purchase – 75% of Laptop cost.
* 2-3 Years from date of purchase – 50% of Laptop cost.
* More than 3 years from date of purchase – 25% of cost.

The Company, at their sole discretion, may waive off this cost based on their analysis of the incidence.

1. The Employee shall return the Laptop to the designated Manager or department before leaving the Company.
2. Any support request related to Laptop, software or hardware issues should be notified to designated department which shall take suitable action as needed.
3. The Company may withdraw the Laptop anytime without any notice or reason.

**Acceptance:**

I have read, understood and accept all terms and conditions stated above. I shall use the Laptop for various Company related activities only. I shall return the Laptop before leaving the Company.

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Joining Time Document Checklist**

The following is the checklist which indicates the documents that you have to submit at the time of joining <<Company Name>>.

Duplicate copies of following documents to be submitted:

|  |  |  |
| --- | --- | --- |
| Sl.No. | Description of Document | Submitted  (Yes/ No) |
| 1. | APPOINTMENT LETTER SIGNED BY EMPLOYEE |  |
|  | (if you have already submitted the same, please ignore) |  |
| 2. | DEGREE CERTIFICATE |  |
|  | 1. If you are a fresh candidate you can submit the provisional certificate, if your convocation has not yet taken place |  |
|  | 1. If you are a candidate with experience, you are requested to produce your final degree certificates of your Diploma/ Bachelors degree/ Masters degree/ Any other professional qualification program |  |
| 3. | MARKS SHEET |  |
|  | Marks sheet for all semesters must be provided. In case of multiple attempts, the marks sheet of all attempts must be provided |  |
| 4. | SALARY PROOF |  |
|  | If you are joining with prior experience, please submit a copy of Appointment Letter/ Salary Certificate/ Latest Salary Slip |  |
| 5. | If you are joining with prior experience, please submit an experience letter from all your former employer(s). The letter must clearly indicate   |  |  | | --- | --- | | * Total years of experience * Name of the Project * Duration of the Project | * Brief description of the Project * Your role in the Project | |  |
|  |  |  |
| 6. | RELIEVING LETTER |  |
|  | If you are joining with prior experience, please submit a relieving letter from your former employer |  |
| 7. | PHOTOGRAPH |  |
|  | One passport size colour photograph |  |
| 8. | PASSPORT/ PAN Card/ Driving License |  |

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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