Employment Agreement and Letter of Appointment (India)

1. Parties and recitals

1.1 Parties. This Employment Agreement, which is also a letter of appointment (the "**Agreement**"), is made on [Agreement date: _____] at [Place of signing: _____] between:

(a) **[Employer name: _____]**, [Employer entity type: _____], registration number [Employer registration number: _____], with its registered office or principal place of business at [Employer address: _____], acting through its authorised signatory [Employer signatory: _____], [Signatory title: _____] (the "**Employer**"); and

(b) **[Employee name: _____]**, child of [Father's or mother's name: _____], born on [Date of birth: _____], residing at [Employee address: _____] (the "**Employee**").

The Employer and the Employee are each a "**Party**" and together the "**Parties**".

1.2 Recitals. The Parties record that:

(a) the Employer carries on the business of [Business of the Employer: _____] (the "**Business**");

(b) the Employer has offered the position of [Designation: _____] to the Employee, and the Employee has accepted the offer after reading this Agreement and having the opportunity to ask questions and take advice; and

(c) the Parties intend this Agreement, with its Schedules, to be the letter of appointment that the Employer must issue to the Employee under section 6(1)(f) of the OSH Code, and to contain the particulars that the form prescribed by the appropriate Government requires.

1.3 Prescribed form. The appropriate Government for the establishment is [Appropriate Government: _____]. If that Government prescribes a form of appointment letter that asks for a particular not included in Schedule A, the Employer will complete and issue that form as well, at no cost to the Employee, and it will form part of this Agreement.

1.4 Agreement. In consideration of the mutual promises in it, the Parties agree to the terms below.

2. Definitions and interpretation

2.1 Definitions. In this Agreement:

(a) "**Codes**" means the Wages Code, the IR Code, the OSH Code and the Social Security Code;

(b) "**Wages Code**" means the Code on Wages, 2019; "**IR Code**" means the Industrial Relations Code, 2020; "**OSH Code**" means the Occupational Safety, Health and Working Conditions Code, 2020; and "**Social Security Code**" means the Code on Social Security, 2020;

(c) "**POSH Act**" means the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013;

(d) "**State Law**" means the shops and establishments law, the rules made under the Codes, the professional tax law, the labour welfare fund law and any other labour law of the State or Union Territory in which the Employee ordinarily works;

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

(e) "**Applicable Law**" means the Codes, the POSH Act, State Law and every other law, rule, notification, award or settlement that binds the Parties in relation to the employment;

(f) "**Wages**" has the meaning given in section 2(y) of the Wages Code and, for a benefit under another Code, the meaning given in that Code;

(g) "**Worker**" means a person who is a worker for the purposes of the provision of the Code being applied. Whether the Employee is a Worker depends on the actual duties and wages of the Employee and not only on the designation;

(h) "**Joining Date**" means the date stated in clause 3.2;

(i) "**CTC**" means the total annual cost to the Employer shown in Schedule B, a commercial figure that does not replace the statutory meaning of Wages;

(j) "**Confidential Information**" has the meaning given in clause 27.1, and "**Work Product**" has the meaning given in clause 28.1;

(k) "**Policies**" means the written policies and procedures of the Employer that apply to the Employee and have been made available to the Employee; and

(l) "**Schedules**" means Schedule A (Statutory appointment particulars), Schedule B (Salary structure) and Schedule C (Duties, maternity benefit notice and prior works).

2.2 Interpretation. Headings are for convenience only. The singular includes the plural. A reference to a law includes that law as amended or re-enacted and the rules made under it. "Day" means a calendar day unless stated otherwise, "month" means a calendar month, and "Rs" or "rupees" means Indian rupees. "Including" does not limit the words before it.

2.3 Order of priority. If the clauses and a Schedule conflict, the clauses prevail, except that Schedule A and Schedule B prevail on the particulars and amounts they state. A Policy never reduces a right given by this Agreement.

2.4 Law prevails. Applicable Law that gives the Employee a better right or benefit than this Agreement prevails over this Agreement to that extent. A better term in this Agreement is not reduced by a lower statutory minimum.

3. Appointment, joining date and type of employment

3.1 Appointment. The Employer appoints the Employee, and the Employee accepts appointment, on the terms of this Agreement.

3.2 Joining Date. The employment starts on [Joining date: _____]. If the Employee cannot join on that date for a good reason, the Parties may agree another date in writing. If the Employee does not join within [Days to join after the date: _____] days after the agreed date without a reason that the Employer reasonably accepts, the Employer may withdraw the appointment by written notice.

3.3 Type of employment. The employment is [Type of employment: _____]. If the employment is fixed term, clause 8 applies. In every other case the employment continues until it ends under this Agreement and Applicable Law.

3.4 Statutory particulars. Schedule A states the particulars of the appointment. The Employee confirms that the personal particulars in it are correct and will tell the Employer within 14 days of any change.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

3.5 Aadhaar. The Employer will collect and record the Aadhaar number of the Employee only after obtaining the Employee's consent, will use it only for the purposes allowed by law, and will not display it where other employees can see it. If the Employee does not consent, the Parties will use any alternative that Applicable Law allows.

3.6 Previous service. Continuous service starts on the Joining Date, unless the following earlier service counts: [Previous service that counts: _____].

3.7 Copy. The Employer will give the Employee a complete signed copy of this Agreement, in paper or electronic form, on or before the Joining Date.

4. Conditions of appointment and verification

4.1 Documents. The Employee will give the Employer, on or before the Joining Date, proof of identity, age and address, proof of the qualifications and experience stated in the application, the Permanent Account Number, bank details, the existing Universal Account Number and Insurance Number, if any, and the relieving letter or other proof that any previous employment has ended, if available.

4.2 Verification. With the written consent of the Employee, the Employer may verify identity, education, previous employment and, where the position reasonably requires it, criminal and financial records. Verification will be limited to what is relevant to the position, will follow Applicable Law on personal data, and will be paid for by the Employer.

4.3 Result. If verification shows that the Employee gave materially false information, or cannot lawfully perform the work, the Employer will disclose the substance of the finding, give the Employee at least [Days to answer a verification finding: _____] days to respond, and consider the response before it withdraws the appointment or acts under clause 33. Payment for work already done is not affected.

4.4 Right to work and licences. The Employee confirms the right to work in India and will keep valid each licence or registration that the position requires: [Required licences: _____].

4.5 Employee's assurance. The Employee confirms that joining the Employer does not breach a lawful obligation to another person, and will not bring or use confidential material of a former employer.

4.6 Originals. The Employer may inspect original certificates, but will return them at once. It will not keep original certificates, identity documents or passports as security for the employment.

5. Position, skill category, duties and reporting

5.1 Position. The designation of the Employee is [Designation: _____] in the [Department: _____] department. The skill category for statutory purposes is [Skill category: _____].

5.2 Reporting. The Employee reports to [Reporting manager: _____], or to another manager of suitable seniority whom the Employer names in writing.

5.3 Duties. The Employee will perform the duties listed in Part A of Schedule C and other duties that are reasonably related to the position, skill and seniority of the Employee.

5.4 Standard of work. The Employee will:

(a) work with reasonable skill, care, honesty and diligence;

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

(b) follow lawful and reasonable instructions;

(c) cooperate with colleagues, customers and public authorities;

(d) keep accurate records of work, hours and expenses; and

(e) report promptly any error, loss, safety risk or breach of law of which the Employee becomes aware.

5.5 Performance reviews. The Employer will review performance at least once every [Performance review period: _____]. Goals will be communicated in writing and be reasonably achievable. If performance falls short, the Employer will explain the shortfall, offer reasonable support and allow a reasonable time to improve before it takes a decision that affects the employment, unless the conduct amounts to misconduct.

5.6 Change of duties. The Employer may make reasonable changes to duties within the position. A change that reduces pay or rank, or that alters a condition listed in the Third Schedule to the IR Code for a Worker, is governed by clause 39.

6. Place of work, transfer and remote work

6.1 Usual place. The Employee's usual place of work is [Place of work: _____].

6.2 Travel. The Employee will travel for work when the position reasonably requires it. The Employer pays travel costs under clause 18. Travel time counts as working time where Applicable Law so provides.

6.3 Transfer. The Employer may transfer the Employee to [Where a transfer may be: _____] for a genuine business reason. The Employer will give at least [Transfer notice: _____] written notice, consider the family, health and caring circumstances of the Employee, and pay reasonable relocation costs. A transfer will not reduce basic pay, dearness allowance or continuous service, and will not be used as a punishment without the process in clause 33.

6.4 Remote or hybrid work. Remote work is available as follows: [Remote work terms: _____]. During remote work:

(a) hours, rest, overtime, leave and safety rules continue to apply;

(b) the Employer provides the equipment listed in clause 18.3 and reasonable technical support;

(c) the Employee keeps a suitable and safe workspace, protects Confidential Information and remains reachable during working hours; and

(d) the Employer does not require the Employee to be available outside working hours except under clause 10 or in a genuine emergency.

6.5 Return to site. Either Party may ask to change the remote work arrangement on at least [Notice to change remote work: _____] written notice. The Employer may require attendance on shorter notice for a meeting, audit, training or urgent operational need that cannot reasonably be handled remotely.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

7. Probation and confirmation

7.1 Period. The first [Probation period: _____] of the employment is a probation period, unless the Employee is appointed without probation. Probation does not exclude or postpone a statutory right.

7.2 Review. The Employer will give regular feedback and carry out at least one documented review before probation ends.

7.3 Extension. If the Employer needs more time to assess the Employee for a stated reason, it may extend probation once, by not more than [Longest probation extension: _____], by written notice before the first period ends. The total may not exceed a maximum set by Applicable Law or standing orders.

7.4 Confirmation. The Employer will confirm the appointment in writing when the Employee completes probation satisfactorily. If the Employer neither confirms, extends nor ends the employment by the end of probation, the Employee is treated as confirmed from the next day.

7.5 Ending during probation. During probation either Party may end the employment by [Notice during probation: _____] written notice, or pay in place of notice. A longer notice required by State Law or standing orders applies instead. The Employer will not end probation for a discriminatory or other unlawful reason, and will follow clause 33 if the real reason is misconduct.

8. Fixed term option

8.1 When this clause applies. This clause applies only if Schedule A states that the employment is fixed term.

8.2 Term. The fixed term starts on the Joining Date and ends on [Fixed term end date: _____]. The reason for the term is [Reason for the fixed term: _____].

8.3 Equal conditions. The hours of work, wages, allowances and other benefits of the Employee will not be less than those of a permanent worker who does the same work or work of a similar nature.

8.4 Proportionate benefits. The Employee is eligible for every statutory benefit available to a permanent worker, in proportion to the service rendered, even if the term is shorter than the qualifying period in the statute.

8.5 Gratuity. The Employee is eligible for gratuity on completing one year of service under the fixed term contract. The Employer will calculate it pro rata as the Social Security Code provides.

8.6 End of term. The employment ends on the end date without further notice, unless the Parties renew it in writing before that date. Early termination by either Party requires notice under clause 34 and, where it is retrenchment, compliance with clause 35.

8.7 Renewal. A renewal will state the new end date. If the Employee continues to work after the end date with the knowledge of the Employer and without a new written term, the employment continues on the terms of this Agreement until the Parties agree otherwise or it lawfully ends.

9. Hours of work, intervals and weekly rest

9.1 Working hours. The normal working hours are [Working hours: _____], on [Working days: _____]. Normal hours for a Worker will not exceed eight hours in a day or 48 hours in a week, or any lower limit under State Law.

9.2 Weekly rest. A Worker will not be required to work on more than six days in any one week. The

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

usual weekly rest day is [Weekly rest day: _____]. If a Worker lawfully works on the rest day, the Employer will give the compensatory rest day and pay required by Applicable Law.

9.3 Intervals. The Employee has a rest interval of [Rest interval: _____] each working day, and any longer or more frequent interval that Applicable Law requires. The interval and the total spread of the day will remain within the limits that apply to the establishment.

9.4 Shifts. If the Employee works shifts, the Employer will publish the roster at least [Roster notice: _____] in advance. It may change the roster on shorter notice only for an emergency or with the agreement of the Employee.

9.5 Records. The Employer will keep a true record of attendance, hours and overtime. The Employee will record time honestly and may ask to see and correct the record.

9.6 Employees who are not Workers. An Employee who is not a Worker will work the normal hours and reasonable further hours that the position requires, subject to State Law. This clause does not excuse unsafe hours.

9.7 Absence. The Employee will report an unexpected absence to the manager as soon as reasonably possible, with the reason and the likely return date. Unauthorised absence for [Unauthorised absence in working days: _____] consecutive working days may be treated as misconduct, but only after the Employer sends written notice to the last known address, invites an explanation and follows clause 33.

10. Overtime

10.1 Approval and consent. The Employee will work overtime only when the Employer requests or approves it. Overtime of a Worker requires the consent of the Worker for that work. The Employer will not penalise a refusal.

10.2 Rate. The Employer will pay a Worker for overtime at twice the rate of wages. Part hours are counted as Applicable Law requires. Overtime worked with the knowledge of the Employer is paid even if formal approval was missed, although the Employer may address the missed approval separately.

10.3 Limit. A Worker will not work more overtime than the quarterly limit that the appropriate Government has set. The limit in the Central Rules is 144 hours in any quarter of a year.

10.4 Rest. The Employer will arrange overtime so that the daily spread, interval and weekly rest limits of Applicable Law are met.

10.5 Payment. Overtime appears separately on the wage slip and is paid with the wages of the wage period in which it is worked, or in the next period if the record closes before payment, if Applicable Law allows.

10.6 Other Employees. If the Employee is not a Worker, additional hours are compensated as stated in Schedule B, or as State Law requires if that is better.

11. Night work and women employees

11.1 Night work. The Employee may be rostered for night work only where Applicable Law permits it and the duties reasonably require it.

11.2 Written consent of women. A woman will work before 6 a.m. or after 7 p.m. only with her written consent. The consent in Part D of Schedule C is voluntary. She may withdraw it by [Notice to

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

withdraw night consent: _____] written notice, or at once for a health, pregnancy or safety reason. Refusal or withdrawal is not misconduct.

11.3 Safeguards. Where a woman works during those hours, the Employer will:

(a) provide adequate transport to pick her up from and drop her at her residence;

(b) keep the workplace, the passages to facilities, the toilets, washrooms, drinking water points, entry and exit well lit, and provide the surveillance that the rules require;

(c) display emergency telephone numbers at the workplace and in the vehicles;

(d) comply with the maternity provisions of the Social Security Code and with the POSH Act; and

(e) meet each further condition on safety, holidays and hours set by the appropriate Government.

11.4 Health. The Employer will consider a request to move from night work for a certified medical reason and will offer suitable day work where it is reasonably available.

12. Remuneration and salary structure

12.1 Remuneration. The Employer will pay the remuneration in Schedule B. On the Joining Date the basic pay is [Basic pay: _____] and the dearness allowance is [Dearness allowance: _____], each for a [Wage period: _____] wage period. The CTC is [Annual CTC: _____] a year.

12.2 Wages and CTC are separate. The Employer will calculate every statutory payment on Wages and not on an amount that the Employer labels as basic pay if the two differ. The CTC includes the Employer's own contributions and estimates, and is not a promise that its full amount will be paid in cash.

12.3 Half of remuneration. If the components excluded from Wages by clauses (a) to (i) of section 2(y) of the Wages Code exceed one-half of all remuneration calculated under that clause, or another percentage notified by the Central Government, the Employer will treat the excess as Wages.

12.4 Minimum wage. The Employer will not pay less than the minimum rate of wages notified for the work, skill category and area. If the minimum rises above the agreed pay, the pay rises to the minimum from the date on which the new rate takes effect.

12.5 Review. The Employer will review remuneration in [Salary review month: _____] each year. A review does not guarantee an increase, but remuneration will not be reduced without a lawful change under clause 39.

12.6 Equal pay. Remuneration is set and reviewed without discrimination on the ground of gender for the same work or work of a similar nature.

12.7 Benefits in kind. A benefit in kind and its value are stated in Schedule B. The Employer will not count a benefit in kind towards Wages beyond the limit in the Wages Code.

13. Wage period, payment and wage slips

13.1 Wage period. The wage period is [Wage period: _____]. No wage period exceeds one month.

13.2 Pay date. The Employer will pay monthly wages on or before [Pay day: _____] and always before the expiry of the seventh day of the next month. If another wage period is agreed, the earlier time limit in the Wages Code for that period applies.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

13.3 Method. The Employer will pay in Indian rupees into the bank account of the Employee or by another method that the Wages Code permits. The Employer bears its own cost of payment.

13.4 Wage slip. The Employer will issue a wage slip, electronically or on paper, on or before each payment of wages. It will show the wage period, the rate, basic pay, dearness allowance, each allowance, overtime, each deduction, the employee's contributions and the net amount.

13.5 Queries. The Employee may question a payment at any time within the period the law allows. The Employer will look into it within [Working days to answer a pay query: _____] working days and pay any undisputed shortfall at once. Accepting a payment does not waive a claim.

13.6 Delay. If the Employer delays a payment, the Employee keeps every remedy under Applicable Law. The Employer will explain the delay in writing and the date on which it will pay.

14. Deductions and tax

14.1 Permitted deductions only. The Employer will make a deduction from Wages only if the Wages Code or another law authorises it. Examples are income tax, employee contributions to a provident fund or state insurance, absence from duty, recovery of an advance or an overpayment of wages, and deductions ordered by a court or competent authority.

14.2 Fines, damage and loss. The Employer will not impose a fine, or recover damage or loss from Wages, unless it meets the conditions in the Wages Code, including the opportunity for the Employee to show cause. For damage or loss, the goods must have been expressly entrusted to the Employee, or the money must be money for which the Employee must account, and the loss must be directly attributable to the neglect or default of the Employee.

14.3 Ceiling. The total deductions in any wage period will not exceed fifty per cent of Wages. Any lawful balance is recovered later as the Wages Code and its rules allow.

14.4 Overpayments. Before it recovers an overpayment, the Employer will explain how it arose, show the calculation and agree reasonable instalments where immediate recovery would cause hardship.

14.5 Income tax. The Employer will deduct income tax at source as the law requires, deposit it on time, and give the annual tax certificate. The Employee will declare and prove eligible exemptions and the chosen tax regime by the dates the Employer announces.

14.6 Professional tax and welfare fund. The Employer will deduct and deposit professional tax and labour welfare fund contributions where State Law requires them.

14.7 No deposit. The Employer will not take a security deposit or charge the Employee for recruitment, safety equipment or medical examinations required for safety.

15. Bonus and incentives

15.1 Statutory bonus. If the wages of the Employee are within the limit notified under section 26 of the Wages Code and the Employee has put in at least thirty days' work in the accounting year, the Employer will pay the annual minimum bonus of eight and one-third per cent of the wages earned or one hundred rupees, whichever is higher, and any further bonus for which the Code provides.

15.2 Time. The Employer will pay statutory bonus within the time fixed by the Wages Code. A statutory disqualification applies only in the cases the Code lists and after a fair process.

15.3 Incentive. The variable pay, commission or incentive terms are: [Incentive terms:

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

_____]. The Employer will communicate the targets and the calculation method in writing at the start of each measurement period and will not change them retrospectively to reduce an amount already earned.

15.4 Discretionary payments. A payment described as discretionary or ex gratia does not create a right to the same payment in a later year. This does not apply to an earned commission, an agreed incentive or a statutory bonus.

15.5 Leaving. An incentive that the Employee has earned before leaving remains payable. An incentive not earned is not payable unless the scheme says otherwise.

15.6 No waiver. Nothing in this Agreement gives up an amount or bonus due under the Wages Code.

16. Provident fund and state insurance

16.1 Provident fund. The applicability of the Employees' Provident Fund is stated in Schedule A. Where Chapter III of the Social Security Code or an existing membership requires it, the Employer will enrol the Employee and each Party will contribute at the rate the scheme sets. The Employer contribution is at present 12 per cent of the wages payable, up to the wage ceiling unless a higher amount is agreed or required.

16.2 Wage ceiling. The wage ceiling for Chapter III is Rs 25,000 a month, effective 17 September 2026, or a later notified amount. The Parties agree the following basis for contributions on wages above the ceiling: [Provident fund basis above the ceiling: _____].

16.3 Universal Account Number. The Employer will link an existing Universal Account Number or arrange a new one, and will not ask the Employee to hold more than one account.

16.4 State insurance. If Chapter IV of the Social Security Code covers the establishment and the Employee, the Employer will register the Employee with the Employees' State Insurance Corporation, pay both contributions on time, and deduct only the employee's share.

16.5 Employer's share. The Employer will not recover its own contribution, a penalty or administrative charge from the Wages of the Employee. The inclusion of an employer contribution in the CTC does not change this rule.

16.6 Employee's compensation. If the Employee is not covered by state insurance, the Employer remains liable for compensation for employment injury as the Social Security Code provides.

16.7 Other benefits. The Employer provides these further benefits, subject to the terms of the plan: [Other benefits: _____].

17. Gratuity and nomination

17.1 Entitlement. Where Chapter V of the Social Security Code applies to the establishment, the Employer will pay gratuity when the employment ends after continuous service of not less than five years on superannuation, retirement, resignation, death or disablement, or another event in the Code. Five years are not needed on death, disablement or the expiry of fixed term employment.

17.2 Amount. Gratuity is fifteen days' wages, based on the rate of wages last drawn, for every completed year of service or part of a year in excess of six months, up to the notified maximum, or a better amount stated here: [Better gratuity, if any: _____].

17.3 Payment. The Employer will arrange payment within thirty days from the date gratuity becomes payable. If it pays later, it will pay the interest the Code requires.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

17.4 Nomination. The Employee will make a nomination in the prescribed form when eligible, and may change it. The Employer will help with the form and acknowledge it in writing. On death, gratuity is paid to the nominee or, without a nomination, to the heirs.

17.5 Forfeiture. The Employer may withhold or forfeit gratuity only in the cases and to the extent that section 53 of the Social Security Code permits, by a written order with reasons after hearing the Employee.

17.6 Not part of variable pay. If an estimate of gratuity appears in the CTC, the Employee remains entitled to the statutory amount even if it is higher than the estimate.

18. Expenses, equipment and insurance

18.1 Business expenses. The Employer will reimburse reasonable expenses that the Employee necessarily incurs for work, with approval where the expense Policy requires it and a receipt or other fair proof.

18.2 Claims. The Employee will submit claims within [Days to claim expenses: _____] days. The Employer will pay an approved claim within [Days to pay claims: _____] days. A late claim will not be refused if the delay is reasonable and does not prejudice the Employer.

18.3 Equipment. The Employer provides the following equipment: [Equipment provided: _____]. It remains the property of the Employer. The Employee will take reasonable care, use it mainly for work and report loss or damage promptly. The Employee is not responsible for fair wear and tear.

18.4 Own equipment. The Employee will use a personal device or vehicle for work only by agreement, and will receive the allowance stated in Schedule B.

18.5 Insurance. The Employer maintains these insurance covers for the Employee: [Insurance cover: _____]. The policy terms decide claims, but the Employer remains responsible for its own statutory duties.

18.6 Indemnity for proper acts. The Employer will indemnify the Employee against third party claims and reasonable legal costs that result from acts done honestly and within the scope of the employment, to the extent the law allows. The indemnity does not cover fraud, wilful misconduct or a criminal act.

19. Annual leave and carry-forward

19.1 Entitlement. A Worker who has worked 180 days or more in a calendar year is entitled to one day of paid leave for every twenty days of work in that year. The contractual entitlement of the Employee is [Annual leave: _____] a year. The Employee receives whichever of the statutory, State Law and contractual entitlements is the most favourable, without double counting.

19.2 Counting. Days of layoff, maternity leave and annual leave count towards the 180 days, but a Worker does not earn leave for them. A holiday that falls during, immediately before or immediately after leave is not counted as leave.

19.3 Joining during the year. A Worker who joins after 1 January earns leave at the same rate after working for one-fourth of the days remaining in that calendar year.

19.4 Request. The Employee will request planned leave at least [Notice for planned leave: _____] before it starts. The Employer will answer promptly and may refuse or postpone leave only for a genuine operational reason, with fair rotation among employees.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

19.5 Carry-forward. Unused leave is added to the next year's leave. The carry-forward for a Worker is limited to thirty days, except that leave which the Worker requested and the Employer refused is carried forward without limit.

19.6 Encashment. A Worker may demand encashment of leave at the end of the calendar year and may encash leave above the thirty-day limit. Other Employees may encash leave as the Policy or State Law allows.

19.7 Leave on leaving. The Employer will pay a Worker wages in lieu of leave due on discharge, dismissal or quitting before the expiry of the second working day from that event. On superannuation or death, it will pay before the expiry of two months. This applies even if the Worker has not worked the qualifying period in that year.

20. Casual leave, sick leave and holidays

20.1 Casual and sick leave. The Employee is entitled to [Casual leave: _____] of casual leave and [Sick leave: _____] of sick leave each year, or the higher entitlement under State Law or state insurance.

20.2 Sickness. The Employee will tell the manager about sickness as soon as reasonably possible. The Employer may ask for a medical certificate for an absence of more than [Sick days without a certificate: _____] days. Medical information is kept confidential. An Employee covered by state insurance claims sickness benefit under that scheme.

20.3 Holidays. The Employee is entitled to the national and festival holidays required by State Law and those that the Employer announces each year, at least [Paid holidays a year: _____] days in total. Work on a holiday is paid or compensated as Applicable Law requires.

20.4 Special leave. The Employee may take paternity, bereavement, voting or other special leave as follows: [Special leave: _____]. Statutory leave for an aggrieved woman during a POSH inquiry is in addition to other leave.

20.5 Unpaid leave. The Employer may approve unpaid leave in writing. The approval will state the dates, the effect on benefits and the return date.

20.6 No penalty. The Employer will not treat lawful leave as misconduct or use it as a negative factor in a performance review.

21. Maternity and creche

21.1 Maternity benefit. A woman who has actually worked in an establishment of the Employer for not less than eighty days in the twelve months immediately before the expected date of delivery is entitled to maternity benefit at the average daily wage, calculated under section 60 of the Social Security Code.

21.2 Period. The maximum period is twenty-six weeks, of which not more than eight weeks may precede the expected date of delivery. For a woman with two or more surviving children it is twelve weeks, of which not more than six may precede that date. A woman who legally adopts a child, whatever the age of the child, or a commissioning mother, is entitled to twelve weeks from the date the child is handed over.

21.3 Notice and payment. She may give notice before or as soon as possible after delivery. The Employer will pay the benefit for the period before delivery in advance on the prescribed proof of pregnancy, and the balance within forty-eight hours of the prescribed proof of delivery. Failure to give

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

notice does not by itself end the right.

21.4 Protection. The Employer will not knowingly employ her during the six weeks after delivery, miscarriage or medical termination of pregnancy. It will not discharge or dismiss her during or because of absence under the maternity provisions, give notice that expires during that absence, or vary her conditions to her disadvantage.

21.5 After return. She may take two nursing breaks each day until the child reaches fifteen months. Where the nature of the work allows it, the Parties may agree on work from home after the benefit period.

21.6 Creche. If fifty or more employees, or the prescribed number, are employed, the Employer will provide or share a creche facility within the prescribed distance and allow four visits a day, including rest intervals.

21.7 Written notice at appointment. Part B of Schedule C contains the maternity benefit notice. The Employer will give it to every woman in writing and electronically at the time of her initial appointment.

22. Health and safety

22.1 Employer's duties. The Employer will keep the workplace free from hazards that cause or are likely to cause injury or occupational disease, comply with the standards under the OSH Code, maintain a safe working environment as far as reasonably practicable, and provide the welfare facilities and health examinations that the law requires without charge.

22.2 Training and equipment. The Employer will provide the information, training, supervision and protective equipment needed for the work, in a language the Employee understands.

22.3 Employee's duties. The Employee will take reasonable care for personal safety and for others, follow safety instructions, use protective equipment correctly, and report hazards, accidents and near misses at once.

22.4 Imminent danger. The Employee may report a situation that he or she reasonably believes to be an imminent serious danger and will not be penalised for a good faith report. The Employer will investigate and take remedial action without delay.

22.5 Accidents. The Employer will arrange first aid, record the accident, report it to the authorities where required, and help the Employee or the family with a claim.

22.6 Alcohol and drugs. The Employee will not work while unfit through alcohol or unlawful drugs. The Employee should tell the Employer if prescribed medicine may affect safety, without having to disclose the diagnosis.

23. Equal treatment

23.1 Equal treatment. The Employer will not discriminate on the ground of gender in wages, recruitment or conditions of employment for the same work or work of a similar nature, except where the law prohibits or restricts the employment of women in that work.

23.2 Wider commitment. The Employer will not discriminate unlawfully on the ground of religion, caste, race, sex, gender identity, disability, HIV status, place of birth, pregnancy, marital status or another ground protected by Applicable Law.

23.3 Reasonable accommodation. The Employer will consider and provide reasonable

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

accommodation for a disability as the law requires. The request and the medical information will stay confidential.

23.4 Freedom of association. The Employee may join or not join a lawful trade union and take part in lawful activity without retaliation.

23.5 Complaints. A good faith complaint under this clause is handled under clause 32. The Employer will not retaliate against a person who complains or gives evidence.

24. Prevention of sexual harassment

24.1 Prohibition. Sexual harassment of a woman at the workplace is prohibited. The workplace includes the places that the POSH Act covers, including travel and transport arranged by the Employer. The Employer also applies its conduct rules to harassment of a person of any gender.

24.2 Internal Committee. The Employer will constitute an Internal Committee by written order at each office or administrative unit where the POSH Act requires it, with the composition the Act sets, and display the members' names and the consequences of harassment. The contact of the Committee is [Internal Committee contact: _____].

24.3 Fewer than ten workers. Where no Internal Committee has been constituted because the establishment has fewer than ten workers, or where the complaint is against the Employer itself, an aggrieved woman may complain to the Local Committee of the district.

24.4 Time. A complaint should be made in writing within three months from the date of the incident or, for a series of incidents, the last one. The Committee may extend the time as the Act allows. The Employer will give reasonable help to make a written complaint.

24.5 Process. The Committee will inquire fairly, hear both sides, keep the identities and proceedings confidential and follow the time limits in the Act. It may recommend interim relief such as transfer or leave.

24.6 No retaliation. Retaliation is misconduct. A complaint that is not proved is not by itself malicious. This Agreement does not prevent a complaint to the police, a committee, a court or another authority.

24.7 Training. The Employer will hold awareness programmes, and the Employee will attend those assigned during working time.

25. Policies and standing orders

25.1 Policies. The Employee will follow the Policies, which are available at [Where policies are kept: _____]. The Employer will explain material Policies in a language the Employee understands.

25.2 Status. A Policy gives procedure and guidance. It is not part of this Agreement unless it says so, and it may not reduce a statutory or contractual right. The Employer will give reasonable notice of a change.

25.3 Standing orders. If standing orders under Chapter IV of the IR Code apply to the establishment, they bind the Parties. In a conflict, the standing orders prevail over the Policies, and over this Agreement unless the term in this Agreement is lawfully more favourable to the Employee.

25.4 Collective agreements. A binding settlement or award applies to the extent it covers the Employee.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

26. Exclusive service and conflicts of interest

26.1 Service. During the employment the Employee will give working time and attention to the Employer. The Employee will not, without prior written consent, take other paid work that competes with the Business, uses working time or the Employer's resources, or creates a conflict of interest.

26.2 Permitted activities. Consent is not needed for passive investments of up to [Passive investment limit: _____] of a listed company, unpaid community work, or private writing and study outside working time, if there is no conflict. The Employer will not unreasonably refuse consent for other work.

26.3 Conflicts. The Employee will promptly disclose a personal, family or financial interest that could influence a work decision, and will step aside from that decision if asked.

26.4 Gifts and bribery. The Employee will not offer, give, ask for or accept a bribe, and will report a gift worth more than [Gift reporting limit: _____].

26.5 Public statements. The Employee will not speak for the Employer without authority. This does not restrict lawful personal opinion, union activity or a complaint to an authority.

26.6 End of restriction. Clauses 26.1 and 26.2 apply only while the employment continues, including the notice period.

27. Confidentiality

27.1 Meaning. "**Confidential Information**" means non-public information of the Employer, its group, customers or suppliers that is marked confidential or that a reasonable person would understand to be confidential. It includes trade secrets, source code, designs, formulas, pricing, customer data, business plans and financial data.

27.2 Exclusions. It does not include information that is public without breach by the Employee, was lawfully known to the Employee before disclosure, is lawfully received from a third party, or is the general skill, experience and knowledge of the Employee.

27.3 Duty. The Employee will keep Confidential Information secret, use it only for work, disclose it only to people who need it and are allowed to have it, and protect it with reasonable care.

27.4 Duration. The duty continues during the employment and for [Confidentiality period after leaving: _____] after it ends. For a trade secret, and for personal data, it continues as long as the information stays secret or the law protects it.

27.5 Permitted disclosure. Nothing in this Agreement stops the Employee from:

(a) reporting a crime, a safety risk or a breach of law to a competent authority;

(b) making a complaint of sexual harassment, discrimination or unpaid wages;

(c) giving evidence or complying with a court order, with prior notice to the Employer where lawful;

(d) discussing his or her own wages and conditions of work with colleagues, a trade union or an adviser; or

(e) taking confidential legal, tax or medical advice.

27.6 Not a non-compete. This clause protects information. It does not stop the Employee from working for another person or from using general skill and knowledge.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

28. Intellectual property

28.1 Work Product. "**Work Product**" means each work, invention, design, software, database, document, process, mark and improvement that the Employee creates, alone or with others, in the course of the employment, within the scope of the duties, or with substantial use of the Employer's Confidential Information.

28.2 Ownership. The Employer is the first owner of copyright in a work made in the course of the employment, as section 17(c) of the Copyright Act, 1957 provides. To the extent that rights in other Work Product do not vest in the Employer by law, the Employee assigns them to the Employer, worldwide and for the full term of protection. The assignment does not lapse because the Employer has not used the rights within a particular period.

28.3 Patents and registered rights. The Employee will promptly disclose an invention that is Work Product and, at the Employer's cost, sign a separate written assignment and other documents reasonably required to apply for, register, maintain and enforce patents, designs and other rights, during and after the employment. The Employer will pay a reasonable daily amount for substantial help after the employment ends.

28.4 Prior works. Works that the Employee owned before the Joining Date are listed in Part C of Schedule C and remain the property of the Employee. The Employee will not put them into Work Product without written consent. If the Employee does so, the Employer receives a non-exclusive, royalty-free licence to use them as part of that Work Product.

28.5 Own time. Works created entirely outside working time, without the Employer's equipment or Confidential Information, and unrelated to the Business or the duties, belong to the Employee.

28.6 Moral rights. The Employee keeps the special rights under section 57 of the Copyright Act, 1957 that cannot lawfully be waived. Subject to that, the Employee agrees to the normal editing, adaptation and unattributed use of Work Product in the Business.

28.7 Third party and open source material. The Employee will not knowingly include third party or open source material in Work Product without following the Employer's approval process and the licence terms.

29. Non-solicitation and no non-compete

29.1 No post-employment non-compete. After the employment ends, the Employee may carry on any lawful profession, trade or business, join any employer and start any enterprise. Nothing in this Agreement is to be read as a restraint to the contrary.

29.2 Customers. For [Non-solicitation period: _____] after the employment ends, the Employee will not use Confidential Information to solicit a customer with whom the Employee personally dealt in the last [Look-back period: _____] of employment to move its existing business away from the Employer.

29.3 Staff. For the same period the Employee will not use Confidential Information, or induce a breach of contract, to recruit a person who worked with the Employee in the last [Look-back period: _____] of employment.

29.4 Limits. General advertising, an unsolicited approach by a customer or worker, and giving a reference are not solicitation. The clause applies only to the extent the law allows and is to be read narrowly.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

29.5 During employment. While employed, the Employee will not divert a business opportunity, customer or colleague to a competing business.

30. Training cost recovery (employment bond)

30.1 Optional clause. This clause applies only if both Parties complete the following particulars before the training starts: the training [Training covered: _____], its actual cost to the Employer [Actual training cost: _____], and the service period [Service period after training: _____] from the end of the training. If any particular says "not applicable", this clause has no effect.

30.2 What counts. The clause covers specialised training that goes beyond ordinary onboarding and that the Employer pays to a third party, with proof. It does not cover training that the law requires the Employer to provide, or lost profit.

30.3 Commitment. If the Employee resigns without good reason, or is lawfully dismissed for proved serious misconduct, before the service period ends, the Employee will pay reasonable compensation for the loss. It will not exceed the actual training cost, reduced by an equal part for each completed month of the service period.

30.4 Exceptions. Nothing is payable on death, serious illness, disability, pregnancy or maternity, retrenchment, the Employer's serious breach, or proved harassment.

30.5 Recovery. The Employer will give a written calculation and at least thirty days to pay. It will not deduct the amount from Wages or statutory dues unless the law permits the deduction. It will not withhold original documents, a relieving letter or a certificate of service to enforce this clause.

30.6 No restraint. This clause does not prevent the Employee from leaving or from working elsewhere.

31. Personal data and monitoring

31.1 Use. The Employer will process the Employee's personal data for lawful purposes connected with the employment, such as payroll, tax, social security, security of systems, safety, benefits and legal claims. It will process data only to the extent necessary and will comply with data protection law as it comes into force.

31.2 Notice and consent. The Employer will give a clear notice of the data, purpose, rights and contact. Where consent is required, it must be free, specific and informed, and the Employee may withdraw it. Refusal of a voluntary consent does not harm the employment.

31.3 Security and sharing. The Employer will use reasonable security safeguards. It may share data with authorities, payroll providers, insurers, banks and advisers who need it and are bound by suitable duties.

31.4 Retention. The Employer will keep data only as long as the purpose or the law requires and will then delete it safely.

31.5 Rights. The Employee may ask for access, correction and, where the law allows, erasure, by writing to [Personal data contact: _____].

31.6 Monitoring. The Employer may monitor business systems in a proportionate way for security, legal compliance and quality, after informing the Employee. It will not monitor toilets, changing rooms or rest areas, or require access to private accounts. Location tracking is limited to working time and genuine business need.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

32. Grievances

32.1 First step. The Employee may raise a grievance with the manager or, if the manager is involved, with [Grievance contact: _____]. The Employer will acknowledge it within three working days and try to resolve it within [Days to resolve a grievance: _____] days.

32.2 Committee. If the establishment employs twenty or more workers, a Worker may take an individual grievance to the Grievance Redressal Committee under the IR Code, in the manner and time the Code provides.

32.3 Fair handling. A person who is the subject of the grievance will not decide it. The Employer will give a written outcome and allow one internal appeal within seven days.

32.4 No retaliation. A good faith grievance is never a ground for adverse treatment.

32.5 Other remedies. This clause is not a condition for approaching a conciliation officer, Inspector-cum-Facilitator, Labour Court, Tribunal, committee or court where the law gives a direct remedy.

33. Misconduct, suspension and inquiry

33.1 Examples. Misconduct includes theft or fraud, wilful disobedience of a lawful and reasonable order, violence, harassment, bribery, serious neglect, deliberate damage, unauthorised disclosure of Confidential Information, habitual unauthorised absence and intoxication at work. Standing orders or State Law prevail on what amounts to misconduct where they apply.

33.2 Proportionate action. The Employer may issue a warning or take another lawful and proportionate action, taking into account the conduct, the record and the explanation of the Employee.

33.3 Process for serious allegations. Before dismissal or another major penalty the Employer will:

(a) give a written charge with sufficient details and the evidence relied on;

(b) allow at least [Days to answer a charge: _____] days to reply;

(c) appoint an impartial person to inquire, hold a hearing, and allow the Employee to present and question evidence and to be assisted as the rules allow;

(d) consider the inquiry finding and the Employee's representation on it; and

(e) issue a reasoned written decision.

33.4 Suspension. The Employer may suspend the Employee in writing while an allegation of serious misconduct is investigated. The investigation and inquiry of a Worker will ordinarily be completed within ninety days from the date of suspension.

33.5 Subsistence allowance. During suspension the Employer will pay a subsistence allowance of fifty per cent of the wages to which the Employee was entitled immediately before the suspension for the first ninety days, and seventy-five per cent for the remaining period if the delay is not directly attributable to the conduct of the Employee, or a higher amount under Applicable Law.

33.6 Outcome. If the allegation is not proved, the Employer will reinstate the Employee, treat the suspension as duty and pay the balance of wages after adjusting the allowance.

33.7 Dismissal without notice. After the process above, the Employer may dismiss the Employee without notice for proved serious misconduct where Applicable Law permits it. Wages, leave pay and other accrued statutory dues remain payable. Any appeal, approval or intimation the law requires is not affected.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

34. Resignation and termination on notice

34.1 Resignation. After confirmation the Employee may resign by [Notice period after confirmation: _____] written notice or a shorter maximum notice set by State Law.

34.2 Termination by the Employer. After confirmation the Employer may end the employment for a lawful, genuine and stated reason by [Notice period after confirmation: _____] written notice or pay in place of notice, but never less than the notice required by State Law, standing orders or the Codes. If the termination of a Worker is retrenchment, clause 35 also applies. Termination for misconduct follows clause 33.

34.3 Acceptance. A resignation takes effect at the end of the notice and does not depend on the Employer's consent. The Employee may withdraw it before it takes effect only with the Employer's agreement, or as the law allows.

34.4 Working the notice. The Employee will work through the notice and hand over duties. The Parties may shorten the notice in writing. The Employer may release the Employee early or relieve the Employee of duties, but will pay wages and benefits for the notice period. It will not cut notice short as a penalty.

34.5 Short notice by the Employee. If the Employee leaves without serving or agreeing the notice, the Employer may claim reasonable compensation, not exceeding basic pay and dearness allowance for the unserved period. It may recover that sum from final wages only to the extent the Wages Code permits. It will not withhold the final settlement or documents.

34.6 Serious breach by the Employer. The Employee may leave without notice if the Employer commits a serious breach, such as failure to pay wages, violence or a serious safety risk that it does not correct after being told.

34.7 Protected periods. Notice may not be used to defeat maternity protection, protection during a pending proceeding, or another protection in Applicable Law.

34.8 Certificate. On leaving, the Employer will issue a relieving letter and a certificate of service with the dates, designation and, if asked, last drawn wages.

35. Retrenchment

35.1 Meaning. In this clause retrenchment has the meaning in section 2(zh) of the IR Code. It covers termination by the Employer of the service of a Worker for any reason other than as a disciplinary punishment, with the exclusions in that section.

35.2 Conditions. A Worker with continuous service of not less than one year will not be retrenched until:

(a) the Worker has received one month's written notice with the reasons, and the notice has expired, or has been paid wages in lieu for the period of the notice;

(b) the Worker has been paid, at the time of retrenchment, compensation equal to fifteen days' average pay, or average pay for the notified number of days, for every completed year of continuous service or any part in excess of six months; and

(c) notice has been served on the appropriate Government or the specified authority in the prescribed manner.

35.3 Large industrial establishments. Where Chapter X of the IR Code applies, the Employer will

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

instead give three months' notice or pay in lieu and obtain the prior permission that the Chapter requires.

35.4 Selection. Within the category, the Employer will ordinarily retrench the Worker who was the last to be employed, unless it records reasons for another choice. It will not use retrenchment for a discriminatory purpose.

35.5 Re-employment. If the Employer hires again within one year of the retrenchment, it will give the retrenched Worker the opportunity and preference that section 72 of the IR Code provides.

35.6 Re-skilling fund. The Employer will contribute to the worker re-skilling fund an amount equal to fifteen days' wages last drawn by each retrenched Worker, in the time and manner the law sets. This is additional to retrenchment compensation.

35.7 Other dues. Gratuity, leave pay, wages and bonus are payable separately. Retrenchment compensation does not replace them.

35.8 Non-Workers. An Employee who is not a Worker and is made redundant will receive the notice under clause 34 and this further payment, if any: [Redundancy payment for non-Workers: _____].

36. Retirement

36.1 Age. The Employee will retire on the last day of the month in which he or she reaches the age of [Retirement age: _____], or at a different age that standing orders, a settlement or Applicable Law fixes.

36.2 Notice. The Employer will remind the Employee in writing at least [Retirement reminder: _____] before that date. No fault attaches to retirement.

36.3 Extension. The Parties may agree in writing to an extension or a new engagement. Accrued rights will not be reduced.

36.4 Dues. The Employer will settle wages, leave pay, gratuity and other dues under clause 37 and help with provident fund and pension claims.

36.5 Ill-health. The Employer may end the employment for continued ill-health only after it obtains medical evidence with consent, considers reasonable accommodation and other duties, hears the Employee, and complies with disability and other Applicable Law.

37. Full and final settlement

37.1 Wages. Where the Employee is removed, dismissed, retrenched or resigns, or becomes unemployed because the establishment closes, the Employer will pay all wages payable within two working days of that event. If the appropriate Government has fixed another time limit, that limit applies.

37.2 Leave pay. The Employer will pay wages in lieu of leave due to a Worker at the time stated in clause 19.7. It will pay contractual leave encashment to other Employees with the final wages.

37.3 Gratuity. The Employer will pay gratuity within thirty days from the date it becomes payable.

37.4 Other sums. The Employer will pay earned incentives, statutory bonus, approved expenses and any retrenchment compensation on the date the law or scheme requires. It will not use the later date of one item to delay another.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

37.5 Statement. The Employer will give a written statement that shows each amount, the calculation and each lawful deduction.

37.6 Disputed amounts. The Employer will pay undisputed amounts on time. A full and final receipt confirms only the sums received and does not release an amount or right that cannot be given up by law.

37.7 Documents and records. The Employer will issue the relieving letter, certificate of service and tax certificate, update the exit in provident fund and state insurance records, and correct an error promptly.

37.8 Death. On the death of the Employee, the Employer will pay dues to the nominee or lawful heirs and will not demand an unnecessary document.

38. Return of property and handover

38.1 Return. On or before the last working day, or earlier on a reasonable request, the Employee will return equipment, keys, cards, documents and Confidential Information that belong to the Employer.

38.2 Electronic data. The Employee will transfer work files, give work passwords through a secure method, and then delete copies from personal devices. The Employee may keep payslips, this Agreement, personal tax and benefit records, and material needed to assert a legal right, subject to clause 27.

38.3 Personal data on devices. The Employer will give a reasonable chance to remove personal data before it resets a device.

38.4 Handover. The Employee will give a written handover of current work, contacts and deadlines.

38.5 Non-return. If property is not returned, the Employer may claim its fair depreciated value. A deduction from Wages is allowed only under clause 14. Return of property is not a condition for payment of wages or statutory dues.

39. Change of terms

39.1 Written agreement. A change to this Agreement is valid only if both Parties agree in writing, unless the law or this Agreement allows the change. Silence is not consent.

39.2 Statutory notice. If the Employer proposes to change a condition of service of a Worker in a matter listed in the Third Schedule to the IR Code, it will give notice in the prescribed manner and will not make the change within twenty-one days of the notice, unless an exception in section 40 applies. Agreement in this document is not a waiver of that notice.

39.3 Change in law. The Parties will apply a change in law from its effective date and update the Schedules as soon as practicable.

39.4 Revised particulars. When pay, designation, place of work or another statutory particular changes, the Employer will issue a revised Schedule or appointment letter.

39.5 Good faith. The Employer will explain the reason for a proposed change and consider the Employee's response. It will not dismiss the Employee to avoid the process in this clause.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

40. Dispute resolution, governing law and jurisdiction

40.1 Discussion. The Parties will first try to settle a dispute in good faith. A Party starts by giving written notice with the details. Senior representatives will meet within [Days to meet about a dispute: _____] days.

40.2 Mediation. If both Parties agree, they may refer the dispute to a mediator whom they choose together. The Employer will bear the mediator's fee. Mediation is confidential to the extent the law allows.

40.3 Statutory forums. This clause does not limit or delay a right to approach a conciliation officer, Inspector-cum-Facilitator, Labour Court, Industrial Tribunal, authority under the Codes, Internal or Local Committee, or another statutory forum, and does not shorten a limitation period.

40.4 Governing law. The laws of India govern this Agreement.

40.5 Courts. Subject to clause 40.3, the courts at [City of the courts: _____] that have jurisdiction under law may hear a civil dispute. This does not take away the jurisdiction of a court at the place where the Employee works or worked.

40.6 Urgent relief. Either Party may ask a competent court for urgent relief to protect confidential information, property, safety or statutory rights.

40.7 Continued performance. The Parties will continue to perform undisputed obligations while a dispute is pending.

41. Notices

41.1 Form. A notice must be in writing and delivered by hand, registered or speed post, reputable courier, or email to the address below. A notice of termination, a charge or a change under clause 39 must also be sent by post or handed over if email was not acknowledged.

41.2 Addresses. The Employer's address is [Employer address: _____], email [Employer email: _____]. The Employee's address is [Employee address: _____], email [Employee email: _____].

41.3 Receipt. A notice is received on delivery by hand, on the recorded delivery date by post or courier, and on the next working day after an email is sent without a failure message. Refusal to accept a proper delivery counts as receipt.

41.4 Change. A Party will tell the other within seven days about a changed address.

41.5 Statutory notices. Where a law prescribes a form, language or manner of service, that requirement prevails.

42. Assignment and business transfer

42.1 Personal contract. The Employee may not assign the duties. The Employer may not assign this Agreement except in a lawful business transfer, merger or reorganisation.

42.2 Transfer of undertaking. If ownership or management of the undertaking passes to another employer, the Employer will inform the Employee in writing before the transfer. Where the service of a Worker would be interrupted, or the new terms are less favourable, or the new employer is not bound to count past service, the Worker receives the notice and compensation that the IR Code provides.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

42.3 Continuity. If employment continues with the new employer, the transfer document will recognise continuous service, leave, gratuity and other accrued rights.

42.4 Secondment. A secondment will be recorded in writing with its dates, duties, pay and the employer responsible for statutory compliance.

43. General terms

43.1 Statutory rights. Nothing in this Agreement excludes, waives or reduces a right, benefit or remedy that Applicable Law does not allow a Party to exclude. A contract in which an employee gives up an amount or bonus due under the Wages Code is void.

43.2 Entire agreement. This Agreement and its Schedules are the whole agreement on their subject and replace earlier offers and drafts. This does not exclude liability for fraud, a statutory form, standing orders or a binding settlement.

43.3 Waiver. A waiver must be written and signed by the Party giving it, and covers only the stated event. Delay is not a waiver.

43.4 Severability. If a term is invalid, the rest continues. A court may enforce a lawful and narrower part of the term.

43.5 Cure. Except for serious misconduct, danger or unpaid wages, a Party will tell the other about a breach that can be corrected and allow a reasonable time, not less than [Days to correct a breach: _____] days, to correct it.

43.6 Limits of liability. The Employee is not liable for an honest error, ordinary business risk or loss caused by following instructions. A claim against the Employee is limited to proved, direct and reasonably foreseeable loss from a breach and to the remedies the law allows. Neither Party is liable for a penalty that exceeds reasonable compensation. Nothing limits the Employer's liability for death, injury, wages or statutory dues, or either Party's liability for fraud.

43.7 Events beyond control. A Party is excused from a delay caused by an event that it could not reasonably prevent, such as a natural disaster, epidemic, war or government order, for as long as the event prevents performance. The affected Party will give prompt notice and reduce the effect. This clause does not excuse payment of wages earned, social security contributions or safety duties. Layoff, if any, follows the IR Code.

43.8 Survival. Clauses 17, 27, 28, 29, 31, 37, 38, 40 and this clause continue after the employment ends to the extent needed.

43.9 Language. This Agreement is in English. The Employer will explain it in [Language for explanation: _____] if the Employee asks. If a translation conflicts with the English text, the Parties will follow the English text unless the law requires otherwise.

44. Counterparts, electronic signature and stamp duty

44.1 Counterparts. The Parties may sign this Agreement in counterparts. Together the counterparts are one agreement.

44.2 Electronic signature. The Parties may sign with an electronic signature that the Information Technology Act, 2000 recognises. Each Party will keep the complete signed file and its signature record. A scanned signature may be evidence of agreement but does not replace a prescribed electronic signature where the law requires one.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

44.3 Stamp duty. The Employer will pay the stamp duty, if any, that the law of [State for stamp duty: _____] requires on this Agreement, and will have it stamped before or at the time of signing.

44.4 Separate documents. The Parties will sign a separate assignment, nomination, consent or statutory form where the law requires that form.

The Parties have read, understood and signed this Agreement on the dates stated below.

For the Employer, [Employer name: _____]

Signature or digital signature: [Employer signature: _____]
Name: [Employer signatory: _____]
Title: [Signatory title: _____]
Date: [Employer signing date: _____]

Employee

Signature or electronic signature: [Employee signature: _____]
Name: [Employee name: _____]
Date: [Employee signing date: _____]

The Employee confirms receipt of a complete copy of this Agreement with Schedules A to C.

Witnesses

Witness 1: [Witness 1 name: _____], [Witness 1 address: _____]
Signature: [Witness 1 signature: _____]

Witness 2: [Witness 2 name: _____], [Witness 2 address: _____]
Signature: [Witness 2 signature: _____]

SCHEDULE A: STATUTORY APPOINTMENT PARTICULARS

This Schedule forms part of the Employment Agreement between [Employer name: _____] and [Employee name: _____].

Part A: Particulars in the order of the central format

1. **Name of employee:** [Employee name: _____]
2. **Date of birth:** [Date of birth: _____]
3. **Father's or mother's name:** [Father's or mother's name: _____]
4. **Aadhaar number (only after obtaining consent):** [Aadhaar number: _____]
5. **Labour Identification Number of the establishment:** [Labour Identification Number: _____]
6. **Universal Account Number and / or Insurance Number (if available):** [UAN or Insurance Number: _____]
7. **Designation:** [Designation: _____]
8. **Type of employment (Regular / Fixed-term employment / Contractual):** [Type of employment: _____]
9. **Category of skill:** [Skill category: _____]

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

10.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

Date of joining: [Joining date: _____]

11. **Wages / basic pay and dearness allowance:** basic pay [Basic pay: _____]; dearness allowance [Dearness allowance: _____]
12. **Other allowances, including accommodation:** [Other allowances: _____]
13. **Applicability of EPFO and ESIC benefits:** EPFO: [EPFO applicability: _____]; ESIC: [ESIC applicability: _____]
14. **Broad nature of duties to be performed:** [Broad nature of duties: _____]
15. **Benefits under Chapter VI (Maternity Benefit) of the Social Security Code (woman employee):** see Part B of Schedule C
16. **Any other information:** place of work [Place of work: _____]; hours [Working hours: _____]; notice period [Notice period after confirmation: _____]

Part B: Aadhaar consent

Consent of the Employee to the collection and use of the Aadhaar number for social security registration: [Aadhaar consent: _____]. The Employee may withdraw this consent as the law allows.

Signature or digital signature of Employer: [Employer signature: _____]

SCHEDULE B: SALARY STRUCTURE

This Schedule forms part of the Employment Agreement between [Employer name: _____] and [Employee name: _____].

All amounts are in Indian rupees before deductions. Period: [Wage period: _____].

Part A: Paid to the Employee

- **Basic pay:** [Basic pay: _____]
- **Dearness allowance:** [Dearness allowance: _____]
- **Retaining allowance:** [Retaining allowance: _____]
- **House rent allowance:** [House rent allowance: _____]
- **Conveyance allowance:** [Conveyance allowance: _____]
- **Other allowances, including accommodation:** [Other allowances: _____]
- **Gross remuneration:** [Gross remuneration: _____]
- **Own device or vehicle allowance:** [Own equipment allowance: _____]
- **Pay for additional hours (Employees who are not Workers):** [Pay for additional hours: _____]

Part B: Employer costs included in the CTC

- **Employer provident fund contribution:** [Employer provident fund: _____]
- **Employer state insurance contribution:** [Employer state insurance: _____]
- **Gratuity estimate:** [Gratuity estimate: _____]

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

-

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

Incentive at target: [Incentive terms: _____]

- **Total annual CTC:** [Annual CTC: _____]

Part C: Check of the one-half rule

- **(1) All remuneration for the period, calculated under section 2(y):** [All remuneration: _____]
- **(2) Components excluded under clauses (a) to (i) of section 2(y):** [Excluded components: _____]
- **(3) One-half of (1), or the notified percentage:** [One-half of remuneration: _____]
- **(4) Excess of (2) over (3), added to Wages:** [Excess added to wages: _____]
- **(5) Wages for statutory purposes:** [Wages for statutory purposes: _____]

The Employer will repeat this check when a component changes. Schedule B does not reduce a statutory payment if the check contains an error.

SCHEDULE C: DUTIES, MATERNITY BENEFIT NOTICE AND PRIOR WORKS

This Schedule forms part of the Employment Agreement between [Employer name: _____] and [Employee name: _____].

Part A: Duties

- **Main purpose of the position:** [Broad nature of duties: _____]
- **Key duties:** [Key duties: _____]
- **Performance goals at joining:** [Performance goals: _____]

Part B: Maternity benefit notice (give to every woman, in writing and electronically, at initial appointment)

Under Chapter VI of the Social Security Code the following benefits are available to you, on the conditions stated in that Chapter and its rules:

1. **Maternity benefit** at the average daily wage for up to 26 weeks, of which not more than 8 weeks may precede the expected delivery, if you have worked at least 80 days in the 12 months before the expected date. With two or more surviving children the maximum is 12 weeks, of which not more than 6 may precede delivery.
2. **Adoption and surrogacy:** 12 weeks from the date the child is handed over, for a woman who legally adopts a child of any age and for a commissioning mother.
3. **Rest after delivery:** no work in the six weeks after delivery, miscarriage or medical termination of pregnancy. On request, no arduous work during the protected period of pregnancy.
4. **Medical bonus** of Rs 3,500, or the notified amount, if the Employer does not provide pre-natal confinement and post-natal care free of charge.
5. **Miscarriage or medical termination of pregnancy:** 6 weeks' leave with wages. **Tubectomy:** 2 weeks. **Illness arising out of pregnancy, delivery, premature birth, miscarriage or medical termination:** up to one further month. Each requires the prescribed proof.
6. **Nursing breaks:** two a day until the child is 15 months old, in addition to the rest interval.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

7.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

Creche: where fifty or more employees are employed, with four visits a day.

8. **Work from home** after the benefit period where the work allows it and both agree.
9. **Protection** from discharge, dismissal or worse conditions because of the absence, and no wage deduction because of lighter work or nursing breaks.
10. **Claims:** you may give written notice before or after delivery. Payment is in advance for the period before delivery and within 48 hours of proof of delivery for the balance. You may nominate a person to receive it. You may complain to the Inspector-cum-Facilitator. An appeal against dismissal or loss of the benefit must be made within 60 days of the order.

If state insurance covers you, maternity benefit may be paid through the Employees' State Insurance Corporation instead. Contact for questions: [Maternity benefit contact: _____].

Received on paper and by email on: [Date maternity notice received: _____]. Employee's initials: [Employee initials: _____].

Part C: Prior works of the Employee (clause 28.4)

[Prior works: _____]

Part D: Consent to night work (women employees, clause 11.2)

Voluntary written consent to work before 6 a.m. or after 7 p.m., with transport and the safeguards in clause 11.3: [Night work consent: _____]. Signature: [Night consent signature: _____]. Date: [Night consent date: _____].

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.