

DRAFT OF EMPLOYEE-SERVICE-AGREEMENT

THIS EMPLOYEE SERVICE AGREEMENT executed at _____ on this the _____ day of _____

BETWEEN

_____, a company incorporated under the Companies Act, 1956 or Companies Act, 2013, represented by it's _____ Mr./Ms. _____, son of / wife of/ daughter of Mr. _____ having it's registered office at _____, hereinafter referred to as the EMPLOYER (which expression shall, unless it is repugnant to the context, mean and include it's successors-in-interests, administrators and permitted assigns);

AND

Mr. /Ms. _____, son of / wife of/ daughter of Mr. _____, Indian, _____, aged about _____ years, residing at _____, hereinafter referred to as the EMPLOYEE.

WHEREAS

The EMPLOYER is carrying on the business of _____.

The EMPLOYER called for applications from the eligible candidates for the post _____ and in response thereto an application-dated _____ was forwarded by the EMPLOYEE to the EMPLOYER.

On processing the application and the relevant documents, the EMPLOYER found the EMPLOYEE adequately qualified for the post and offered to appoint him as _____ in the Company.

The EMPLOYEE has accepted the said appointment on the terms and conditions herein after set out.

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL OBLIGATIONS AND UNDER TAKINGS CONTAINED HEREIN THIS AGREEMENT WITNESSETH AS FOLLOWS

NAME OF THE POST:

The said EMPLOYEE is hereby appointed as _____.

PROBATION AND CONFIRMATION:

The EMPLOYEE shall be on probation for a period of _____. The decision of the management on the performance of the EMPLOYEE during the period of probation is final and binding on the EMPLOYEE.

DURATION OF EMPLOYMENT:

On successful completion of probation, the EMPLOYEE shall be appointed as a permanent EMPLOYEE of the EMPLOYER for a period of _____.

PLACE OF POSTING:

The EMPLOYEE shall report to work at _____, on _____.

HOURS OF WORK:

The EMPLOYEE is required to work from _____ to _____ during the Weekdays. The weekly holiday would be on _____.

REMUNERATION

The EMPLOYER shall pay the EMPLOYEE a stipend of Rs. _____/- during the period of probation. On successful completion of probation the EMPLOYER shall pay the EMPLOYEE a basic salary of Rs. _____.

The EMPLOYER shall increase the basic salary of the EMPLOYEE as per the policy of the EMPLOYER.

PERQUISITIES & HOLIDAYS:

On confirmation, the EMPLOYEE shall be entitled to other benefits, monetary/leave, as is prevalent in the Company, from time to time, as per the _____.

ARBITRATION:

Any dispute arising under this Agreement or any matter incidental thereto, shall be submitted for arbitration as per the provisions of Arbitration and Conciliation Act, 1996.

IN WITNESS WHEREOF the parties hereto affixed their signatures on the day, month and year mentioned herein above.

SIGNATURE OF EMPLOYER

SIGNATURE OF THE EMPLOYEE

WITNESSES:

- 1.
- 2.