



Birlasoft (India) Limited
Corporate Office:
H-9, Sector 63, Noida 201 306, India
Ph: +91 120 662 9000 Fax: +91 120 662 9484
CIN-U74899DL1995PLC064560
E-mail: contact@birlasoft.com

BSL/HR/APPT/2015 - A0022876

March 23, 2015

Mr Vivek Dixit

75

3rd Cross

Bangalore

560048

Letter of Offer for Appointment

Dear Vivek,

Congratulations! Subsequent to your interview and discussions with us, we are pleased to offer you appointment as **Sr. Software Engineer (Grade A2)** with Birlasoft [India] Ltd.

We take this opportunity to appreciate your decision to join Birlasoft family. As mutually agreed upon, your joining us will be on or before **April 01, 2015**.

This Letter of Offer-cum-Appointment and its terms will become effective only from the date of your joining and post issuance of "Letter of Confirmation of Appointment" by HR upon your joining.

The emphasis in our journey together will be "**Collaborate, Excel and Transform**", and in this process we will establish benchmarks for others to follow.

We remain dedicated to maintain a workplace that respects and values people from diverse backgrounds and facilitates all employees to do their very best. We provide an inclusive environment where the unique combination of talent, experience and perspectives of each employee make our business success possible.

We trust that you are looking to expand and enhance your skills in innovative ways within this environment that nurtures creativity and free thinking, and positively impacts personal and professional growth. We are confident that you and Birlasoft will make a great team.

Your employment with us will be governed by the terms and conditions as detailed in Annexure A. Your compensation would be as outlined in Annexure B.

Employment as per this offer for appointment is subject to your confirmation and acknowledgement made during the interview that you are medically fit to perform your regular duties. In case you are not medically fit on the above mentioned date of your joining, this offer will stand automatically withdrawn.

It is a pre-condition to your joining that on or before the date of joining, you would be required to furnish filled in 'Employment Application Form' along with photocopies of all documents as listed in Annexure D.

We are proud to welcome you as a Birlasoftian, and wish you a long, productive and satisfying career at Birlasoft.

Yours sincerely,

For and behalf of Birlasoft (India) Limited,

Deepak Dobriyal

Vice President - HR



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ANNEXURE A

TERMS AND CONDITIONS OF EMPLOYMENT

- 1. Place of posting:** Your initial place of posting is at Noida Sector 63. You will attend to the work allotted to you and carry out any other assignments entrusted to you by the management from time to time.

You may be transferred permanently or sent on deputation to any of the offices/subsidiaries/associate offices of the company or its clients, to any town or city in India or abroad, at the sole discretion of the Management, in the business interests of the organization.

- 2. Working Hours:** We follow a work schedule of 45 hours of work per week, five days a week. The regular office timings are from 9:00 am to 6:00 pm; however the actual timings/days shall change according to the work schedule of your project/assignment.
- 3. Probation & Confirmation:** You will be on probation for a period of six months from your date of joining and your performance would be reviewed during the period. You will be deemed to have been confirmed automatically upon completion your probation period, unless and until the same is extended in writing by us on or before completion of your probation period.
- 4. Pay for performance/services:** The salary and benefits offered to you and paid by the organization are in return of the services which you are required to perform for and on behalf of the organization. You shall, therefore, at all time during the course of your employment, devote full attention, dedication and commitment to your job and responsibilities assigned to you and ensure that they are completed with utmost sincerity and deliver high standard outputs all the time. Failure to meet commitments and deliver on time shall be considered as an act of indiscipline or incapability to deliver or both.

Performance Incentive: Performance incentive, if applicable to you, would be paid based on the defined KRA's / BSC's and your performance against it. This will be payable as per the Incentive Policy of the organization.

- 5. Statutory Payments and Deductions:** Statutory payments such as contributions to your Provident Fund, both Employer and Employee share, will be made as per the provisions of the Central Provident Fund Act. You can voluntarily contribute towards your provident fund to a higher percentage of your basic salary. Similarly, statutory deductions such as Income Tax, Professional Tax, contributions to Central/ State Welfare Funds etc. shall be made from your salary, as applicable.
- 6. Notice Period / Separation:** Either party can terminate this employment by serving a notice of 90 days on the other. If the Company terminates the employment and decides to relieve you before the completion of the notice period, the 'Basic + Special Allowance' component of the salary would be paid to you. If at your request, Company agrees to relieve you before serving the full notice period, you will be liable to pay the Company the 'Basic + Special Allowance' component of the salary for the balance notice period. However, please note that accepting any such relieving request would be entirely at the discretion of the Company based on the business needs.

On termination of your employment for any reason, you shall comply with the Company's separation procedure, sign all documents and return all Company property on or before your last working day. The Company will not be bound to pay you dues, if any, till you have completed all the separation procedures and surrendered company property, assets, documents, etc.



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- 7. Values, Integrity, Honesty and Ethics:** During the course of your employment with Birlasoft, you shall adhere to the values, integrity and ethics of the organization in particular and that of the society in general. You shall uphold the principles of honesty, integrity, values and business ethics in all the dealings and transactions which you do directly or you are part of, for an on behalf of Birlasoft. If at any time during or after your employment with Birlasoft, if it is found, reported or established that in any of the transactions or engagements you have wilfully violated, supported others in violating or have hidden / not reported any such acts or actions, which were in your knowledge but not reported; will be treated as violation of this clause. Any violation to this shall be viewed very seriously and attract stringent action, which the management deems appropriate in accordance with the nature of violation.
- 8. Confidentiality of Information and Privileges:**
- a. During the course of your employment, you may be given various rights and privileges as per the requirement of your role (including any specific privilege, right or access granted by the customer) to enable you to perform your tasks. These rights and privileges are meant to be used only for the purpose for which they are granted and intended to be used. You shall, under no circumstances, use such rights and privileges for your personal benefit/gain or with the intent of providing undue gain / benefit to others.
- b. Your salary package is based on, besides your overall experience level in the IT Industry, your educational qualifications and the experience and knowledge level assessed at the time of selection, particularly in the skill sets relevant. Therefore, the salary package offered to you is peculiar and personal to you. Any comparison of the same with the salary packages of other employees, based purely on the total experience level in the IT Industry, may be unrealistic, misleading and invidious.
- c. You are required to strictly maintain the secrecy of and ensure that you do not divulge or communicate in any manner, any information regarding your remuneration/terms of employment, to any other employee of the Company except to your immediate superior/ Head of the HR, at any time during the period of your employment.
- d. In the similar way, when deputed to work/interact at the client site, you are expected to maintain full confidentiality regarding your salary packages, allowances or any other payments and are expected not to discuss or disclose the same to any member of the client staff, in the interest of maintaining and promoting good and ethical functional business relations with our clients.
- 9. Secrecy:** In performing your duties, you may receive or be exposed to confidential and trade secret information and documents of Birlasoft and its employees, customers/partners/ business associates.
- You are required not to divulge any such information, either directly or indirectly at any time, in any form to any party not authorized by the Management of Birlasoft or not privy to such information or documents.
- All employees on joining are required to sign a confidentiality cum non disclosure agreement. In addition whenever you are deputed to overseas offices, you would be required to sign the following agreements:
- Non-Immigration Agreement (if applicable)
 - Undertaking for Onsite Assignment and Knowledge Transfer
 - Overseas Employment Agreement (if applicable)
- 10. Discovery/inventions:** All the work programs, algorithms, procedures etc. including inventions or development during your employment with us, in which you may have been associated, shall be the sole propriety of Birlasoft and the Company shall be free to apply for any patents, copyrights in respect of the same. The Company shall also be free to sell, lease, mortgage or use such patents or copyrights in any manner.



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11. Assignment of work related rights: During the course of your employment with us, you will be assigned with various type of work / tasks as per the business requirements of the organization, including that of the customers and/or stakeholders of Birlasoft. The nature of work can be related to a project, process, service, function, practice, etc. as per the business demand of the specific period. However, you shall not have any type of right, whatsoever, including that related to the process, project, service, functional area, practice, business knowledge, etc. which you have obtained during the course of your employment and/or assignment with Birlasoft and you agree and accept to assign all such rights to Birlasoft and/or its customers, as the case may be, and you shall have no claim on any such rights.

12. Non-Solicitation:

12.1 In case, you are being deputed for an assignment at the client site whether overseas or within India, you will fulfill the full term of deputation and duration of the assignment at the client site on behalf of Birlasoft and/or its client. You will also not solicit any employment from the client, whether directly or indirectly, as an employee or an independent consultant, contractor, director or in any other capacity during the course of your deputation or within eighteen (18) months upon completion of the assignment, without prior written permission from the head of HR of Birlasoft.

12.2 While employed with Birlasoft and for a period of eighteen (18) months from the termination of employment with the Company, for any or no reason, directly or indirectly, whether as an employee, officer, director, consultant, independent contractor, partner or otherwise; hire or assist others in hiring any employees, independent contractors, vendors or suppliers of the Company, without the prior written permission from the Company, and you will not solicit or encourage any employee or independent contractor to end his/her employment or relationship with the Company.

12.3 While employed with Birlasoft and for a period of eighteen (18) months from the termination of employment with the Company, for any or no reason, directly or indirectly, whether as an employee, officer, director, consultant, independent contractor, partner or otherwise solicit business from or be in contact with any customer(s) of the Company directly or indirectly and/or a client to whom you were introduced directly or indirectly by the Company OR solicit or seek employment with any customers of the Company or become employed by customers of the Company OR contract with, work for, provide any services or goods whatsoever to, or be retained in any way by any customer of the Company, without prior written permission from the management of Birlasoft.

The term customer, as used in above clauses, refers to any person, company, partnership or entity for whom you have performed services at any time during your employment, or with whom you have had direct contact during the one-year period immediately prior to your termination.

13. Other Employment/Profession: During the time you are employed with us you will work exclusively for us and shall not engage, whether directly or indirectly, with any other person, firm, company or organization, whether with or without remuneration, without the written permission of the Head of HR Function of the Company. Any action to the contrary would render your services liable for termination notwithstanding any other conditions mentioned in this appointment letter.

14. Exams and Courses: In case you intend to take up any full-time/part-time course while working with Birlasoft, which requires your absence from or which may hamper your regular work, you are required to obtain written permission from HR before doing so.

15. Specialized Training / Learning Opportunities: If you are provided any specialized training in Birlasoft (India) Limited, including on-the-job specialized training on technology, domain or process related areas, you will be required to sign a bond with the Company that guarantees a certain length of your employment with Birlasoft, so that both you and the organization benefits out of the investments.



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16. All joining related expense reimbursements/payments, including any joining related bonus or benefits, if paid, will be treated as an advance and nullified at the end of one year from the date of joining. In the event you, if availed such a reimbursement/benefit, separates from the Company within one year from their date of joining, the amount reimbursed towards relocation expense will be recovered.

17. **Company provided assets:** You may be provided with various type of company / client provided assets, access, documents, etc. to enable you to fulfill the requirements of your project / assignment / role. Such assets are strictly intended for the official purposes and shall be used only by you and never handed over to anyone under any circumstances, without the prior written approval of Birlasoft management.

18. **General Conduct, Rules & Regulations:** You will be governed by the various rules, regulations and service conditions that are in force or may be framed or amended by the Company from time to time. During the employment with the Company you will also be governed by the Company's policies and rules regarding attendance, leave, disciplinary actions policy, provident fund, gratuity and Group Medical Insurance Scheme and all other policies and procedures, which are in place or which may be in place from time to time.

If at any time in the opinion of the Management, you were found guilty of dishonesty, negligence or indiscipline, or of violation of any of the terms of this appointment letter or any of the policies of the Company, your services would stand terminated without any notice period or compensation.

19. **Mis-Representation:** Your employment is subject to the correctness of all the information furnished by you at the time of selection and joining. The Company conducts background verification of any or all of the information/documents furnished by you and this can be done any time from the date of offer for employment or during the course of your employment. During the course of your employment, if it is found that any material information furnished by you verbally or in writing, in application form of interview or otherwise is suppressed, omitted, misquoted or wrongly given, the Company shall have the right to terminate your appointment without any notice or compensation.

20. **Undertaking on non-criminality:** This offer for employment is extended to you in good faith on your assurance during the course of our discussions that you are not facing any criminal charges in India or outside and/or you are not convicted for any criminal offences by a Court of Law anywhere in the world. You also undertake and assure that you are not a member of any banned organization(s) and/or not associated with in any manner with any organization(s) or association which are engaged in activities detrimental to any government, nation, society or community.

21. **Retirement:** You shall automatically retire from service on the last working day of the month in which you attain the age of 58 years, or earlier if you are physically or mentally incapacitated.

The date of birth as recorded at the time of employment with the Company on the basis of documents submitted shall be final for this purpose.

22. **Retirals:** Apart from your compensation and benefits you will also eligible for Gratuity on completion of five years of continuous services with the Company, as per the Payment of Gratuity Act, 1972.

23. **Address for Communication:** All communication from your date of joining will be sent to your permanent address/correspondence address and/or e-mail ID mentioned by you in your CV/employment application form or updated by you in the internal application of Birlasoft by you from time to time. You are required to intimate the management of any change in your residential address/correspondence address/personal e-mail ID, along with the contact phone numbers, failing which any communication sent on your last recorded address shall be deemed to have been served on you.



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24. Law and Jurisdiction: This appointment is subject to Indian Laws and all legal proceedings whatsoever shall be under the exclusive jurisdiction of Courts of Delhi.

25. You are requested to report at 9:00am on the day of your joining.

Please read this letter carefully and should the terms and conditions be acceptable to you, sign the duplicate copy as a token of your having understood and accepted these.

We welcome you to our pursuit of excellence and wish you a very rewarding and satisfying career with us.

Sincerely,
for Birlasoft [India] Limited

Deepak Dobriyal
Vice President - HR

Declaration:

I _____ have read and understood the terms and conditions of my Letter of Offer for Appointment and do hereby voluntarily agree and accept the same.

Signature of Candidate:

Name of Candidate:

Applicant ID :



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ANNEXURE - B

NAME: Mr Vivek Dixit,

SALARY COMPOSITION w.e.f. DATE: April 01, 2015

<u>MONTHLY ENTITLEMENTS</u>		
	Monthly(Rs.)	Annual(Rs.)
BASIC SALARY	21,667	260,004
HRA	10,834	130,008
MEDICAL ALLOWANCE	1,250	15,000
Benefits Basket * (Special all, conv, meal coupon, LTA, reimb. etc.)	11,602	139,222
MONTHLY TOTAL(A)	45,353	544,234
<u>ANNUAL ENTITLEMENTS / BENEFITS</u>		
PF (EMPLOYER CONTRIBUTION)		31,200
MEDICAL INSURANCE PREMIUM***		9,566
PERFORMANCE INCENTIVE**		65,000
SUB TOTAL (B)		105,766
Gross Annual Total		650,000

* The details of benefits, as applicable to your grade and role is given in Annexure-C



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** Payable as per the incentive policy of the organization.

*** Medical Insurance – You are covered under the Group Mediclaim Policy for Self. You can cover your dependents also under the Scheme on payment of additional premium as per the prevailing Mediclaim Policy.

Group Personal Accident Insurance: You will be covered under the Group Personal Accident Policy from your date of joining as per the Company Policy. The premium shall be borne by the Company.

Gratuity will be payable as per the Payment of Gratuity Act, 1972.

Deepak Dobriyal
Vice President - HR

Mr Vivek Dixit



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ANNEXURE C

Grade-wise Reimbursement Eligibility								
Grades	Medical	Telephone	Fuel If 4 wheeler CC<=1600cc	Fuel If 4 wheeler CC >1600cc	Driver Salary	Meal Coupons	CEA (If case of 1 children)	CEA (If case of 2 children)
A0	15000	-	-	-	-	NIL	1,200	2,400
A1	15000	18000	21,600	28,800	-	12000 or 24000	1,200	2,400
A2	15000	18000	21,600	28,800	-	12000 or 24000	1,200	2,400
A3	15000	18000	21,600	28,800	-	12000 or 24000	1,200	2,400
A4 to A8	15000	18000	21,600	28,800	10,800	12000 or 24000	1,200	2,400
A9 & above	15000	24000	21,600	28,800	10,800	12000 or 24000	1,200	2,400

Notes -

- 1 Meal Coupon is optional at Rs.1,000/- or Rs. 2,000/- per month
- 2 LTA can be opted at 25%, 50%, 100% of one month Basic
- 3 CEA - Child Education Allowance



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ANNEXURE - D

DOCUMENTS REQUIRED AT THE TIME OF JOINING

1. *Educational and Technical Certifications*

1. Copy of Standard X Certificate and Marksheets.
2. Copy of Standard XII Certificate and Marksheets.
3. Copy of Degree Certificate(s) – Graduate and Post Graduate.
4. Copy of Mark Sheets of all years – all Graduate/Post Graduate Programmes.
5. Copy of any other Certifications/Course(s) attended.

2. *Employment History*

1. Copies of Appointment Letters (ALL previous employers).
2. Copies of Release AND Experience Letters (ALL previous employers).
3. Copy of first and latest Salary Certificate/Slip (from last Employer).

3. Copy of Passport.

4. *Four passport size & One stamp size colour photographs* taken against white background.

5. *Two references* – from any two personal or professional acquaintances.

6. Copy of permanent and present address proof

7. Copy of Identity Proof

8. Copy of PAN Card

9. Details / documents of court cases, if any, pending against you

All these documents must be self-attested



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ANNEXURE -E

A. To facilitate relocation from your current location in India to your reporting location, you are entitled to relocation expenses reimbursements against actuals of the following:

1. The travel expense entitlements will depend upon the position of the individual hired (and also in case of individuals called for personal interview) i.e.:

- Grade A1 to A4 : 2nd AC Train Fare
- Grade A5 to A8 : Economy Air Fare

(Please retain the tickets which should be attached with the reimbursement claim voucher)

2. The reimbursement of relocation expenses will also depend upon the marital status of the individual hired i.e.:

a) Single : One way travel fare for self depending upon the position at which the Individual is hired, plus

Reimbursement of reasonable freight forwarding (by road) expenses of 1.5 month's Basic Salary subject to maximum of Rs. 15000/- on production of bills.

b) Married : One way travel fare for self & family (spouse and dependent children only) in mode applicable as per the position.

Reimbursement of reasonable freight forwarding (by road) expenses subject to a maximum of Rs. 25,000/- on production of bills.

All exceptions to the above shall be approved by the Global Head-HR after recommendation from the Respective Unit Head.

- B. The Company would, on request, provide Guest House accommodation for outstation candidates (only for employee) for an initial period of 10 calendar days.