

2018-12-21

Vivek Dixit
Employee Code: 66303
Sr. Software Engineer
Endurance Insurance
Noida Sector 135

Subject: Transfer of your employment from Birlasoft (India) Limited to KPIT Technologies Limited.

As you may be aware, Birlasoft (India) Limited ("**Birlasoft**") is proposed to be merged into KPIT Technologies Limited ("**KPIT**") in accordance with a scheme of amalgamation ("**Scheme**") filed with the Mumbai bench of the National Company Law Tribunal pursuant to the provisions of the Companies Act, 2013, subject to and conditional upon satisfactory fulfilment of certain conditions ("**Proposed Merger**").

Accordingly, upon the effectiveness of the Proposed Merger and subject to your acceptance of this letter, your employment shall stand transferred, with continuity of service, from Birlasoft to KPIT with effect from the effective date of the Proposed Merger as set out in the Scheme ("**Effective Date**"). Further, with effect from the Effective Date, Combined KPIT's name shall change to "Birlasoft (India) Limited" in accordance with the provisions of the Scheme.

The terms and conditions of your employment with KPIT shall be no less favourable than the terms and conditions presently applicable to your employment with Birlasoft. Please note that the policies and practices of "Birlasoft" and "KPIT" are being harmonized and will be implemented in a phased manner subsequent to the Effective Date. If there is any change in the terms and conditions of your employment pursuant to this harmonization exercise, then such change shall be communicated to you at the appropriate time.

Upon your acceptance of this letter and with effect from the Effective Date you shall be treated as an employee of KPIT.

You are requested to sign the duplicate copy of this letter as your consent for the transfer of your employment from Birlasoft to KPIT. By accepting this letter, you confirm that, with effect from the Effective Date, (i) all your rights, obligations and duties towards Birlasoft shall be transferred to KPIT; (ii) that no amounts or dues, of whatsoever nature, are to be paid by Birlasoft to you; and (iii) all rights, obligations, duties and liabilities of Birlasoft, regarding your employment with Birlasoft, shall stand transferred to KPIT.

For and on behalf of Birlasoft (India) Limited:



Authorised Signatory
Name: Deepak Dobriyal
Designation: Vice President- Human Resource, Corporate HR & Talent Management

Birlasoft (India) Limited.

The Assotech Business Cresterra Tower 3, Plot no 22, Sector 135, Noida 201301, India
Registered office: Unit 216, C wing, 2nd Floor, 215 Altrium, Chakala, Near Acme Plaza, A.K.
Road, Andheri East, Mumbai 400093, Maharashtra, India
CIN: U74899MH1995PLC308512

KPIT Technologies Limited acknowledges and confirms the contents of this letter and the transfer of your employment to KPIT Technologies Limited in accordance with the terms hereof, on and from the Effective Date.

For and on behalf of KPIT Technologies Limited:

RK Singh

Authorised Signatory

Name: Rajesh Kumar Singh

Designation: Global Head HR

ACKNOWLEDGED, AGREED AND ACCEPTED:

I have read and understood the contents of this letter. The contents of this letter and the transfer of my employment from the Birlasoft to KPIT pursuant to the Proposed Merger on the terms and conditions set out herein have been agreed and accepted by me and I am signing this letter as a token of the foregoing acceptance.

Name of the employee: Vivek Dixit
Date:

Birlasoft (India) Limited.

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