



PERSONAL & CONFIDENTIAL

Ref: 221/SEC-1/HR/03-04

19-Apr-04

Anil Gogia 22368 No C-124, Vikaspuri, New Delhi

APPOINTMENT AS SYSTEMS ENGINEER

Dear Anil,

Welcome to Polaris!

Based on our offer letter dated 28th March 2004, we are pleased to appoint you as SYSTEMS ENGINEER on probation in our company with effect from 19th April 2004.

Just as it gives us pleasure in bringing you into our fold, we wish to share with you the detailed terms & conditions of employment and associate related guidelines applicable to all Polarites.

We wish the very best for you in your career with us.

Terms & conditions of employment:

- 1. **SALARY**: Your salary will be as indicated in the detailed structure attached herewith.
- PROBATION PERIOD: You will be on probation for a period of 2. During the period of probation your progress will be One Year. reviewed periodically.
- **CONFIRMATION**: Based on the review of your performance and on 3. successful completion of probation period, you will be confirmed in the services of Polaris. This will be intimated to you in writing.

(SIGNATURE OF THE ASSOCIATE)

Regd. Office: POLARIS SOFTWARE LAB LIMITED, Polaris House, 244, Anna Salai, Chennai-600 006. INDIA, Ph: 91 44 2852 4154, Fax: 91 44 2852 3280

Corporate Headquarters 91 4114 235001 Chennai : Carex 91 44 2852 4154 Shakti Towers 91 44 2852 5507 Spencers 91 44 2856 6444 Steeple Reach 91 44 2811 1393 Hyderabad: 91 40 2340 7500 Mumbai: SEEPZ 91 22 2829 0019 Mahindra Towers 91 22 5662 8383 New Delhi: 91 124 2639 9551/9561

US Operations: Chicago 1 630 799 8125 Fremont 1 510 745 9986 New Jersey 1 732 404 1199

European Operations: Dublin 353 1 634 5068 Frankfurt 49 0 69 69 86160 London 44 0207 5377 340 Zurich 41 32 7234000

POLARIS

- 4. RULES AND REGULATIONS: Your services will be governed by the Service Rules and Regulations which may be brought in force or amended from time to time, as applicable to all employees of the company as per the policy and procedure manual.
- 5. **SERVICE CONTRACT**: The mutual notice period between you & the organization required for the termination of employment will be 30 days or salary in lieu there-of.
- 6. **GENERAL:** During the course of your employment you will employ yourself efficiently, honestly, faithfully and to the best of your ability and shall devote your whole time and attention to promote the interest of the company and generally carry out duties and work as assigned to you and shall obey and comply with all the lawful orders and directions given to you by the concerned superiors in the company.
- 7. PLACE OF POSTING AND TRANSFER: Your posting at present is at Chennai. During your employment with this company, you may be posted or transferred/attached to any other company of POLARIS or to any of the offices/ subsidiaries/ units/associate offices of the company, to any town or city in India or abroad, at the sole discretion of the Management. While working in another company on transferred/attached, you shall be entitled to emoluments and perks as applicable in transferred/ attached company and for all purposes you shall be deemed to be employed in the company transferred/attached.
- 8. MORAL RESPONSIBILITY & HONESTY: You are expected to deal with company's money, material and documents with utmost honesty and professional ethics. Your service may be dispensed with any time without any previous notice if you are found guilty of gross indiscipline, fraud misappropriation or acting against the interest of the company.
- 9. OTHER EMPLOYMENTS: During the period of your employment you will not work directly or indirectly for any other person, firm, company or organisation whether with or without remuneration nor will you engage yourself or be interested directly in any trade or business, either as employer or employee or partner or advisor or any other capacity.
- 10. **EXAMS AND COURSES**: In case you intend to appear in some examinations or wish to attend some classes while working with Polaris, you are required to obtain written permission for the same giving full details including time frame involved.

(SIGNATURE OF THE ASSOCIATE)

POLARIS

- 11. **INVENTION & DISCOVERIES**: While employed with POLARIS, you will promptly disclose to it and assign to it your interest in any invention, improvement or discovery made or conceived by you either alone or jointly with others, which arises out of any proceeding relating to such invention, improvement or discovery and in obtaining domestic and foreign patent or other protection covering the same.
- 12. <u>MEDICAL FITNESS</u>: You are required to continuously maintain yourself in a state of medical/physical/mental fitness so as perform well & to discharge your responsibilities adequately while in employment.

If at any point of time during your employment you are found to be medically unfit for the job or the role assigned to you, then your services can be terminated as per the company rules, notwithstanding any thing mentioned in this letter otherwise.

13. SECRECY:

- a. You will not give anyone, by word of mouth, writing, facsimile any devices or otherwise any particulars or details, which you acquire during the course of your employment of our working systems, technical know how, security arrangements, administrative and or organisation matters of our and our clients whether confidential, secret or otherwise, either during your employment with Company or afterwards.
- b. Please note that the terms and conditions of your service contract as stipulated here-to-fore or to be intimated hereafter, are to be treated as strictly confidential and you are not to divulge its contents to any employee of the company/person connected with the Company.

You are advised to read this letter carefully and if the terms and conditions are acceptable to you please sign the duplicate copy as a token of your having understood and accepted the same.

Yours sincerely, for Polaris Software Lab Ltd.

Ramachandran S

Assistant Vice President - Human Resources

I...... have read and understood thoroughly the rules of service and the above terms of my appointment of my service, and I do hereby agree with all terms as above and I shall abide by all general rules of service which are now or may hereafter to be in force and accordingly I accept my appointment of my service with you.

Date:

ASSOCIATE'S SIGNATURE IN FULL

POLARIS

221/SEC-1/HR/03-04

NAME: DESIGNATION:

Anil Gogia

SYSTEMS ENGINEER on Probation

Associate ID Number: W.E.F: 19th April 2004 22368

GRADE: T120

Code	Description	Amount (per annum)
100	Basic Compensation	ranount (per unitari)
101	Basic	80000.00
200	Flexible Benefit Package *	202552.00
201	HRA	
202 A	Transportation Allowance	
202 B	Car Lease Arrangement (Indicate the name of the car)	
202 B.1	Lease / Hiring Charges	
202 B.2	Fuel / Maintenance Charges	
202 B	Aggregate of 202 B.1 & 202 B.2	
203	Children Education Allowance (Indicate the no. of children)	
204	Hostel Expenses (Indicate the no. of children)	
205	Telephone / Mobile Reimbursement	
206	Medical Reimbursement	
207	LTA	
208	Special / Additional Allowance	
209	Bonus	0.00
300	Variable Pay	
301	APDP	16000.00
400	Retirals	
401	PF	9600.00
402	Superannuation	8000.00
403	Gratuity	3848.00
	Sub Total	320000.00
500	Other Benefits	
501	Personal Accident Insurance Premium	100.00
502	Medical Insurance Premium	100.00
503	White goods	
	Cost to company (CTC)	320100.00
		020100.00

Polaris is one of the very few IT companies who have provided the associates the privilege of deciding the components of their salary. The concept of Flexible Benefit Package is one of the best practices of the industry.

As the name clearly indicated Flexible Benefit Package allows an associate to fix up his / her own allowances keeping his / her commitments, Income Tax deductions in mind. However there are policies and procedures laid down for each of the allowances.

Remember YOU are the owner of fixing up your own Flexible Benefit Package.

for Polaris Software Lab Ltd.,

RAMACHANDRAN S

ASSISTANT VICE PRESIDENT - HUMAN RESOURCES