

Tech Mahindra Limited

Sharada Cantre, Off Karve Road, Erandamae, Puma - 411 504, India Tul. +91 - 22 - 5601 6100 Fax +91 - 20 - 2542 4466

REF: PJR: 23675 / OC 10 - Applicant ID: 199572

June 11, 2010

Mr. Subash K. #23, Kullappa garden, Near yellamma temple, Amruthalli, Bangalore - 560092.

Dear Subash K.,

- 01. We refer to the discussion you had with us and have pleasure in offering you the role of "Technical Associate" at Grade G1 in the permanent rolls of our organization at Banglore with effect from the date of your reporting for duties on the terms and conditions as specified in this letter.
- Effective the date of your reporting for duties, you will be eligible for salary, allowances and other benefits as detailed in Annexure I of this offer.
- O3. Your attention is specifically drawn to the points listed herein below, regarding your emoluments, etc.:
 - (a) Salary reviews and re-fitments will always be subject to the schedules as may be implemented by the Company from time to time. During the 1st year of joining the Company, your performance review and any compensation change as applicable, will be done only after completion of at least one year tenure in the organization. Thereafter, your subsequent performance review will be aligned to the annual appraisal cycle of the Company.
 - (e) For purpose of contribution to Provident Fund, Gratuity, Superannuation Fund, if any, encashment of leave, notice pay, etc., computations will be on the basis of basic pay.
- (d) Please note that the salary structure of the Company may be altered / modified at any time without prior notice and your package of remuneration and other terms may accordingly be altered / modified from time to time. Further, salary, allowances and all other payments/benefits will be governed by the Company's rules as well as statutory provisions in force from time to time and subject to deduction of appropriate taxes at source.
- (e) Your remuneration package is strictly confidential between you and the Company and should not be discussed with any one nor divulged to anyone in any manner whatsoever.
- 04.(a) You will be on a probation of 3 months from the date of joining the Company during which you will be provided Initial training. Continuance of your service on the permanent rolls of the company is subject to your successful completion of the curricular requirements of the training. In case your performance is not found satisfactory during the training period, your services will be terminated with immediate effect.
 - (b) You are required to sign a service bond with our organization. As per the bond you will be required to serve the Company for a period of 2 years from the date of your joining, failing which you will need to pay a sum of Rs.1,00,000/- (Rupees One Lakh only) towards damages to the company. This document needs to be attested by one surety from your side.

Augille Bander, Mumbai-400001, INDIA



- (c) You are entitled for a one-time settlement allowance not exceeding Rs.15,000/- towards travel & movement of baggage, initial hotel accommodation and deposit for residential accommodation (if not posted at home town) at the place of initial training and subsequent posting subject to production of relevant receipts / lease agreement. The Company shall recover the resettlement allowance in case of cessation of service within 1 year from date of joining. Subsequent to your initial training if you are posted outside your training location you are eligible to claim the travel expenses only based on the travel policy of the company.
- (d) In the event of termination of services by either party, the applicable notice period will be Two months.
- (e) Employment with the Company can be terminated by either party by serving prior written notice on the other in terms of the notice period stipulated in the agreement. The company is also entitled to either waive the notice period in part or in full at its sole discretion or require payment of equivalent base salary in lieu of the unserved notice period. The Company further reserves the right to terminate with sooner effect by tendering equivalent base salary in lieu of the notice period.
- (f) In the event of your serving on the company a notice of termination of employment by submitting a resignation letter, your release will be governed by the General Terms and Conditions of Employment in force at that point in time, subject to the satisfactory handing over of your duties, responsibilities, Company documents, Company assets, etc. to the relevant parties. The details of this Policy are available on our HR website.
- 05. The company reserves the right to carry out reference verifications or background checks prior to your joining the company or during the course of your employment with us. Such background checks and reference verifications, amongst others, would include past employment and salary (this will include your immediate employer prior to joining us), criminal records, countries resided in or worked in etc. The company reserves the right to carry out banned/illegal drugs/narcotics substance screening tests on you at any point of time during your tenure. You understand and acknowledge that this is a requirement and you have no objections whatsoever if such cheeks, banned/illegal drugs/narcotics substance screening tests and verifications are carried out by the company or a third party agency engaged by the company. Arising out of such verification or check or otherwise, if it is detected that the information furnished by you in your application is misstated or is unstated or documents submitted by you are not correct or banned/illegal drugs/narcotics substance screening test results are positive, the company shall, at its sole discretion be entitled to forthwith terminate and/ or revoke your appointment with the company, without further reference in the matter. In addition to the Company's right to carry out the above verifications, you shall fill in and sign the Criminal Disclosure Declaration, in the attached form. In the event you have been accused, charged and/ or convicted for any criminal offence, at anytime whether prior or subsequent to your joining the company, you shall make full disclosure of the same and furnish all necessary documents in support thereof. In the event you have been accused, charged and/ or convicted for any criminal offence your joining shall be subject to specific written confirmation from the Company. The company at it sole discretion reserves the right to terminate your employment or take appropriate disciplinary action against you or revoke this offer letter. In the event of suppression of any facts, the Company shall be entitled to take such other action at any time as it may deem fit.

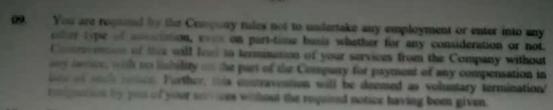




- 06. (a) During your employment with the Company, you will, at all times, observe secrecy in respect of any technical, trade or business data, customers' names/business details or any other information that might come to your knowledge or possession, which according to the Company are necessarily confidential and form valuable property of the Company. You shall not disclose nor cause the disclosure of any such data in any manner whatsoever. You will also be responsible for protection and furtherance of the Company's best interests at all times, including after you cease to be on the Company's rolls. In addition, in the event of your leaving the Company's services, you are expected not to take up employment or enter into any type of business/commercial association with any of the Company's clients or their associates, for a period of two years from the date of cessation of employment. You have to safeguard Tech Mahindra and its customers Intellectual Property Rights and confidential information even after termination of your employment or business relationship with Tech Mahindra.
- (b) All software, systems, ideas, concept, designs, documentation or any other material produced by the employee during the period of his / her assignment to Tech Mahindra will either be Intellectual Property of Tech Mahindra or that of its Customers. The employee will not have any rights to such material described as above.
- (c) During your employment with the company you will comply with the provisions of the Information Security Policies and Procedures of Tech Mahindra at all times and which shall extend beyond the normal working hours, whether inside or outside the office premises. You will also classify & manage all data under your control & ownership as per company's policies. Non-conformation with the Information security policies & procedures, copying software & other proprietary material in use or stored at Tech Mahindra & non-compliance with various legal & contractual requirements pertaining to protection of personal data will be viewed very seriously and will attract strict disciplinary action as per the disciplinary procedures of Tech Mahindra.
- O7. You will be liable to be posted at any of our other Offices, Project locations, Divisions, Departments, etc., anywhere in India or abroad, including offices / centers of the Co. situated in any of the SEZ locations in the country. You are also liable to be deputed to any organization at any time, anywhere in India or abroad depending upon the requirement of the organization. Please note that such postings / transferability is an important ingredient of the terms and conditions of your employment with the Company. In the event of such a posting /transferable putation, details of the terms and conditions including modifications, if any, in your emoluments, etc. will be communicated to you at an appropriate time. In addition to the specific stipulations as may be applicable to you from time to time depending on your assignment/location, you will continue to be governed by the terms and conditions of your employment in India at all times, unless specified otherwise in writing. In addition, in the event of you being posted overseas, you will be required to sign appropriate documents such as Service Agreements and fulfill the requirements specified therein and also adhere to the stipulations of the overseas deputation policies in force from time to time.
- O8. Your employment will be subject to your being found medically fit by our Medical Authority and hence you are required to undergo a pre-employment medical examination without fail. After joining the Company's rolls, your retention in Company's services will be subject to your maintaining yourself in a state of medical fitness to be certified by the Company's Medical Authority as per medical fitness standards laid down from time to time.

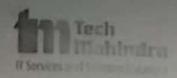


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- 10. The working hours applicable to you will be the name as are observed depending upon your place of pension and an amended from time to time. Further, you should be prepared to work on any shot, or may be wagened by the Company's Clima's work requirements.
- 11. Your manufacture of week on from 1900 lex to 1730 lex Monday to Friday inclusive, with a first form from house. The manufact of hours of manufact effective work per week. The manufacture of manufacture of manufacture of manufacture of groups of manufacture of manufacture
- 42. I replicate the translated in mark in shall or on buildings and workends depending on the account to the rest of the residence shall be singular for allowance as detailed in the Policy on the State of the residence to paid through morehly payout and shall be a singular to be provided to the policy.
- 13. We are not a common for ones hours put in by them for company work, have beyond 19.50 from are minimized a first contract of the contract
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- 25. It will be to be to be the second to specified back to the last of the las
- In North St. St. Comment of the Company's ratios and regulations (and practices) as enforced from the Company's decisions and the Company's decisions and the Company's decisions and the Company's decisions.
- 17. It is report for drives on June 18, 2008, failing which this offer shall offer. which are further interaction to you. Do the day of printing cold Local (Pieces Vice-800 40417308) between by 9.30 a.m., at the local Noviced December Ltd., AMN Tork Park No 23 & 24, House Road, to Octood December College, Designator 540068.

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- 18. You will be required to submit to our H.R. Department, a certain set of documents, etc. (as per the enclosed checklist), on receipt of the Letter of Intent and subsequently at the time of Please note that the Company reserves the right not to accept you into the rolls or after such acceptance, to discharge you from the rolls, in case you do not fulfill the requirements as specifical in the checklist, particularly submission of documents in proof of your qualifications, experience, etc.
- 19. You are requested to note that processing of monthly pay will be subject to submission of Permanent Account Number (PAN) details to the Company. In case you do not have a and carry the acknowledgement as issued by the Income Tax authorities with you while coming for joining. A copy of the acknowledgement would need to be submitted by you for
- 20. If the terms and conditions offered herein are acceptable to you, please return the acceptance copy (stached) to Mr. Vishal Malkapurkar (Email id:- vishalvm@techmahindra.com Phone Not- 65018100 Ext:- 8591), duly affixing your full signature on the last page and initials on the remaining pages. Please note that the acceptance copy should reach latest by Jane 18, 2010, failing which this offer will stand withdrawn and cancelled automatically, without any faither notice to you.
- If you have any queries / clarifications regarding your offer or joining please contact Mr. Stakeet Sayyed (E-mail: shakeels@techmahindra.com Phone No: +91 - 20 -66018435 Exta: 8435)

We welcome you to the Tech Mahindra family and wish you a successful career with us.

for Tech Mahindra Ltd.

Col. (Retd.) I. K Bhatia

Vice President - Resource Management Group

Encl. : Accordance Copy

: Che list

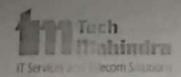
CC : Personal File

The terms and conditions of this offer are fully acceptable to me. I shall report for duties on

Station:

(Signature)

Date :



For

Col.

** ** **	Annexure I	
Taxania and an annual	Subash K.	
Role: Tot	hnical Associate	
Role: 101		
Total Cost to	ny (TCC) (Per Annum)	290,000
Total Fixed Pa	(Per Annum)	261,000
	Pay (TVP) (Per Annum) (*)	29,000
	I Tal Fixed Pay If Fixed Pay)	Rs. (Per Annum)
HRA (@50		104,400
	wise Fixed @ Rs. 800/- per month)	52,200
Penional Pro	mse rived @ ris. oour-per month)	9,600
	d annual benefit)	49,272
	Fixed a rough banefit)	18,000
	on to Provident Fund (@12% of Basic Pay)	15,000
	P1 (Par Annum)	12,528
Guirixui	(F) (Fax Annum)	261,000
delitional I	In addition to the above, you will also be eligit	ble for the below months and benefits
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te Insurante ame is being	of the company applicable to the employees erage worth Rs. 10 lakhs for the employees to the respective nominated beneficiary on the	s in all grades upto TG2/SG2/MG2 and the e unfortunate death of the employee.
e company	Coverage: You would also be enrolled under	er the existing Medical Insurance scheme of
% of the	coverage of parents (if opted for) will be bo	ble to Self, Spouse, 2 children & 2 parents orne by you. If enrollment of parents is not to 2 children) will be Rs. 2 lakhs.
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