

REF: PJR:- 23341 - 195450 / R210729

May 10, 2010

Mr. Manish Kumar  
#001, Indus,  
Innva, Mahadevpura,  
Bangalore.

Dear Mr. Manish Kumar,

1. We refer to the discussion you had with us and have pleasure in offering you the role of **"Senior Technical Associate"** at **Grade G2** in the permanent rolls of our organization at **Bangalore** with effect from the date of your reporting for duties on the terms and conditions as specified in this letter.
2. 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.
3. 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.
  - (b) 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.
  - (c) For outstation candidates, the Company will provide accommodation in the Company Guesthouse for the 1<sup>st</sup> week only after which you are required to make own arrangements for accommodation
  - (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.

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4. (a) Employment with the Company will stand terminated at the end of the financial year in which you attain the age of superannuation (60 years). Termination of employment may also be initiated earlier by either party by serving prior written notice on the other, as per the notice period stipulated in this offer. 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.
- (b) In the event of termination of services by either party, the applicable notice period will be Two months.
- (c) 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.
5. (a) 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 checks, 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 its 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.

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- (b) You confirm and represent that there exists no personal circumstances which are likely to affect your ability to discharge your obligations in the course of your employment. You further undertake to notify your line manager and your HR manager immediately of any material change in personal circumstances that may have impact on the status of your employment including, but not limited to, for example: criminal convictions and/or cases pending, health declaration, right to work in the country where work is to be performed etc.
6. (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.



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7. 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 company 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 transfer/deputation, 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.
8. 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.
9. You are required by the Company rules not to undertake any employment or enter into any other type of association, even on part-time basis whether for any consideration or not. Contravention of this will lead to termination of your services from the Company without any notice, with no liability on the part of the Company for payment of any compensation in lieu of such notice. Further, this contravention will be deemed as voluntary termination/ resignation by you of your services without the required notice having been given.
10. The working hours applicable to you will be the same as are observed depending upon your place of posting and as amended from time to time. Further, you should be prepared to work on any shift, as may be warranted by the Company's/Client's work requirements.
11. Your normal hours of work are from 0900 hrs to 1730 hrs Monday to Friday inclusive, with a half-hour lunch break. This accounts for 40 hours of minimum effective work per week. Depending on organizational requirement or project contingencies, working hours for specific employees or groups of employees or all employees may be modified / altered from time to time.
12. Employees may be required to work in shifts or on holidays and weekends depending on the nature of the project. Such employees shall be eligible for allowance as detailed in the Policy on Shift Allowance in India. This allowance be paid through monthly payroll and shall be subject to deduction of Income Tax at source.

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13. We do not pay overtime to employees for extra hours, if any, put in by them.
14. You are entitled to 30 working days' total leave inclusive of casual and sick leave in each leave year, in addition to the public holidays published by the Company, to be taken at such times as agreed with the Company. The leave year runs from 1<sup>st</sup> April to 31<sup>st</sup> March and leave can be carried forward from one leave year. Leave will accrue monthly at the rate of 2.5 days for each complete month worked. In addition to earned leave, women employees confirmed in the services of the Company shall be entitled to a paid Maternity Leave for a maximum period of twelve weeks, of which not more than six weeks should precede the date of expected delivery. Further information regarding leave entitlement is detailed in the Policy on Paid Leave in India.
15. Regular employees in India are paid their monthly salary through bank transfer on the last day of the month for which employees have to open bank account in specified bank/s.
16. You will be governed by the Company's rules and regulations (and practices) as enforced from time to time on matters whether specified herein or not, including on matters such as designation, emoluments and the structure thereof, working hours, etc. Company's decisions on all such matters shall be final and binding on you.
17. You will be required to report for duties at the earliest, but not later than **July 14, 2010 (Wednesday)**, failing which this offer shall stand withdrawn automatically, without any further intimation to you. On the day of joining please report to **Ms. Aditi Lenka (Phone No:- 080 - 40417368) latest by 9.30 a.m., at the following address Tech Mahindra Ltd., AMR Tech Park No 23 & 24, Hosur Road, Bommanahalli, Next to Oxford Dental College, Bangalore - 560068.**
18. You will be required to submit to our H.R. Department, a certain set of documents, etc. (as per the enclosed checklist), at the time of reporting for duties and hence you are advised to come prepared accordingly, without fail. 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 specified 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 Permanent Account Number, please initiate the application process for the same immediately 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 our records.

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20. If the terms and conditions offered herein are acceptable to you, please return the acceptance copy (attached) to **Mr. Vishal Malkapurkar (E-mail id:- vishalvm@techmahindra.com Phone No:- 020 - 66018100 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, May 26, 2010, failing which this offer will stand withdrawn and cancelled automatically, without any further notice to you.
21. If you have any queries / clarifications regarding your offer or joining please contact **Mr. Shakeel Sayyed (E-mail: shakeels@techmahindra.com Phone No: +91 - 20 - 66018435 Extn: 8435, Mobile No: 9850611721)**

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

for **Tech Mahindra Ltd.**

  
**Col. (Retd.) L.K. Bhatia**  
**Vice President - Resource Management Group**

Encl.: Acceptance Copy

: Checklist

CC : Personal File

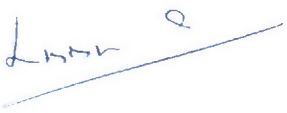
The terms and conditions of this offer are fully acceptable to me. I shall report for duties on

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Station :

\_\_\_\_\_  
Date :



Annexure I	
Name : Mr. Manish Kumar	
Title : Senior Technical Associate	
Role : TG2	
Total Cost to Company (TCC) (Per Annum)	813,000
Total Fixed Pay (TFP) (Per Annum)	691,050
Total Variable Pay (TVP) (Per Annum) (*)	121,950
Components of Salary	Rs. (Per Annum)
Basic (@40% of Total Fixed Pay)	276,480
HRA (@50% of Basic Pay)	138,240
Conveyance (Grade-wise Fixed @ Rs. 800/- per month)	9,600
Personal Pay	194,552
LTA (Grade-wise Fixed annual benefit)	24,000
Medical (Grade-wise Fixed annual benefit)	15,000
Employer's contribution to Provident Fund (@12% of Basic Pay)	33,178
<b>Total Fixed Pay (Per Annum)</b>	<b>691,050</b>
<b>Additional Benefits :</b> In addition to the above, you will also be eligible for the below-mentioned benefits -	
<b>i) Group Term Life Insurance Coverage:</b> You would be covered under the existing Group Term Life Insurance scheme of the company applicable to the employees at your respective grades, which provides Life Insurance Coverage worth <b>Rs. 10 lakhs</b> for the employees in all grades upto TG2/SG2/MG2 and the same is being paid to the respective nominated beneficiary on the unfortunate death of the employee.	
<b>ii) Hospitalisation coverage:</b> You would also be enrolled under the existing Medical Insurance scheme of the company with a cover of <b>Rs. 3 lakhs</b> (floating cover) applicable to Self, Spouse, 2 children & 2 parents. Cost of coverage of parents (if opted for) will be borne by you. If enrollment of parents is not opted for, the applicable cover (for self only OR self +spouse+up to 2 children) will be <b>Rs. 2 lakhs</b> .	
(*) Maximum amount based on 100% performance; however, the actual payout shall be based on the performance against the targets. The Variable pay will be paid-out on a quarterly basis. The variable pay will not be payable, if you are not on Company rolls or, have resigned and are serving notice period on the date of disbursement.	
With Best Wishes, <b>For Tech Mahindra Ltd.</b>	
	<b>Accepted</b>
<b>Col. (Retd.) L K Bhatia</b> <b>Vice President - Resource Management Group</b>	<b>Name:</b>  <b>Signature:</b>  <b>Date:</b>