

August 09, 2010

Mr MANISH KUMAR #001,INDUS INNOVA,SURVEY NO.53,MAHADEVPURA BANGALORE - 560048

Dear MANISH,

With reference to your application and the subsequent discussion(s) that we had, we are pleased to offer you a position in Keane India Limited as a *Team Lead* in *Salary Grade 3* at the office of the company in *Bangalore*.

The following are the terms and conditions:

- 1) Your total compensation and benefits will be as per the enclosure. All the tax liabilities on the entire compensation, at present or in the future, shall be borne by you.
- 2) You will be on probation during the first 6 (six) to 9 (nine) months of your joining the company. Your confirmation is subject to our evaluation of your performance. If your performance is satisfactory, you will receive a letter of confirmation, at the end of our Confirmation Appraisal process. Our Confirmation Appraisals are scheduled in January / April / July / October every year.
- 3) Your role, duties and responsibilities will be as assigned to you from time to time by your assigned supervisor(s) as authorized by the company.
- 4) During the term of your employment you will not represent, handle or otherwise undertake any other business activity, it being clearly understood that you will devote your full working time exclusively to this company's work and business. You will not carry on, without prior permission in writing, any lecturing or any business, either alone or in partnership, or be directly or indirectly employed or be concerned with any business, trade or profession whatsoever as a principal or an agent or otherwise. Breach of this condition shall lead to termination of your services by the company without any notice or compensation.
- 5) This agreement may be terminated by providing a notice in writing on either side or salary in lieu of such notice. As per our current policy, the notice period is 1 (One) month for employees on probation and 2 (Two) months for employees who have been confirmed in your Salary Grade. Your relieving from the services however, depends on the satisfactory completion of any assignment(s) you are working on during the said notice period and the completion of hand over formalities as defined by your supervisor. Please bear in mind that the company's policies (including the one pertaining to notice period / separation) are subject to changes from time to time and you will be communicated of those changes in a timely manner.
- 6) The company, at its discretion, can ask the employee to continue in service during the period of notice and need not necessarily accept salary in lieu of notice from the employee. The company may, however terminate your services without any notice or compensation in case of:
 - a) If you remain absent from work without authorization or reasonable explanation for more than three consecutive days. It would be considered as voluntary abandonment of duties and your name would be struck off from the rolls.
 - b) Incompleteness of documents or misrepresentation of facts during the hiring process.
 - c) Any breach or refusal to carry out your duties or responsibilities or refusal to carry out tasks assigned by those in authority.
 - d) In case of reasonable suspicion of misconduct, disloyalty, commission/omission of an act involving moral turpitude, any act of indiscipline or inefficiency.



- 7) Upon joining the company you shall enter into the confidentiality undertaking as a condition of your employment hereunder. Upon the termination of your employment, you will return to the company all papers & documents or other property which may at that time be in your possession relating to the business or affairs of the company or any of its associates or branches or their clients and will not retain any copies or extracts there from.
- 8) You will be entitled to leave and other fringe benefits as per the policies of the company that may be in effect from time to time.
- 9) You can opt to join / continue to be a member of the Provident Fund scheme, in accordance with the Employees Provident Funds and Miscellaneous Provisions Act 1952 and be bound by its rules and entitled to its benefits.
- 10) This appointment is subject to:
 - a) You furnishing us with a relieving letter from all your previous employers including your present employer.
 - b) The company receiving satisfactory reports from all references cited in your application.
 - c) The company receiving satisfactory reports on your background verification (By signing a copy of this letter you authorize the company to appoint an agency of its choice to conduct such verification).
 - d) The company receiving certification from designated medical practitioner as to your satisfactory physical condition.
- 11) Keane has a Zero Tolerance policy towards unethical behavior:
 - a) If it comes to the notice of the company at any time that any of the details provided by you is false, the company reserves the right to terminate your services with immediate effect without paying any salary in lieu of the notice period.
 - b) Your conduct at all time should reflect observance of the national and local laws and the rules and regulations of the company that are in effect. These may change from time to time and you have a duty to be in step with the changes. In all dealings with the company and its clients and their organizations, the highest standards of propriety and integrity will be expected of you.
- 12) The company reserves the right to depute / transfer your services to any other location or group company in consistence with the company's interest.
- 13) You are required to join the company on or before August 13, 2010.
- 14) You will retire from the service of the company on the last day of the calendar month in which you attain the age of 58 (fifty eight) years or earlier, in case you are found to be physically / mentally unfit to work any longer or for continued ill health as certified by a medical practitioner designated by the company. Your date of birth as per our records is **September 15, 1975**.
- 15) You will be governed by the statutory regulations / provisions and the laws & policies of the company applicable to your position, which may be framed from time to time.



If these terms are acceptable to you, kindly sign and return the duplicate of this letter in acknowledgement thereof.

We look forward to having you with us and we assure you an interesting and rewarding career with Keane International.

Yours sincerely,

FOR KEANE INDIA LIMITED

PUNESH DARSHAN THAPA

SENIOR DIRECTOR - HUMAN RESOURCES

I agree & accept employment on the terms and condition	ons mentioned in the letter. I shall be reporting to work
Signature:(MANISH KUMAR) Date:	



	Compensation and Ben	efits					
Name	MANISH KUMAR	Joini	Joining Date Grade 3		August 13, 2010		
Designation	Team Lead	Grad			Location		Bangalore
Group 1		F	Per Month (in Rs)			Per Annum (in Rs)	
Basic Salary You will be paid a Basic Salary of			19500			234000	
Group 2 (Allo	owances)						
House Rent Allowance Conveyance Allowance Leave Travel Allowance Domiciliary Medical Expense Reimbursement* Additional Special Pay(2)			9167 5500 5500 27058			110004 66000 66000 10000 324696	
	fered Benefits)						
Provident Fund (12% of Basic Salary)			2340		28080		
Gratuity (4.8% of Basic Salary) Contributions shall be made by the company as per the provisions of the payment of Gratuity Act 1972.		6	936			11232	
Gross Salary			70001			850012	

^{*} Domiciliary Medical Expense Reimbursement will be paid out against bills as per the company policy for self, spouse, children and dependent parents as declared by you. Any unclaimed portion of Reimbursement will be paid as Special Allowance in the month of March and will be subject to Income tax.

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Medical and Insurance Benefits

Hospitalization Insurance

You are covered under the Group Hospitalization Insurance Policy which covers self and eligible dependents for a maximum benefit of *Rs.* 1,50,000

Personal Accident Insurance

You are covered under the personal accident insurance for self upto a maximum of 40 times of monthly gross salary.

Group Life Insurance Scheme

You are covered under the Life Insurance for self only, for a sum of Rs. 1,20,000.

Other Benefits

Discretionary Advance against Salary

On confirmation you will be eligible for discretionary salary advance upto a maximum of six months basic salary for taking care of any medical emergencies for self and family members, as per company policy.

House Deposit Advance

You are eligible for house deposit / advance upto a maximum of one month's gross salary (exclusive of deferred benefits) or actual housing advance whichever is lower, as per company policy.

Relocation Expenses

You will be eligible for reimbursement of expenses on actuals subject to a maximum limit of **Rs. 10,000** incurred on Travel, Transportation and Transit insurance of personal goods (provided you are relocating from your current city (within India) to the place of posting as mentioned in this offer letter). Relocation expenses will be recovered in case you resign within 6 months of joining.

Yours sincerely,

FOR KEANE INDIA LIMITED

PUNESH DARSHAN THAPA

SENIOR DIRECTOR - HUMAN RESOURCES

^{*} The benefits stated above may be withdrawn, changed or modified by the Management at its sole discretion, from time to time and will be notified to you as per the company policy.