



Business  
Services

November 24, 2010

Mr. Mahesh Gupta  
4/438, 1-B S.no-11  
Bholanath Nagar, Shahdara, Delhi

Dear Mahesh,

Sub: **APPOINTMENT OFFER**

With reference to your application and the subsequent interviews with us, we are pleased to appoint you as **Associate Engineer with Equant Solutions (India) Private Limited (ESIPL)**, providing services by the name of "Orange Business Services". The detailed terms and conditions of your appointment are as follows:

1. **EFFECTIVE DATE-** Your appointment with ESIPL will be effective **November 24, 2010**.
2. **SALARY-** Please find your detailed salary package and benefits enclosed in **Annexure A**.
3. **BAND-** You will be under the **PRO** Band, more particularly described in **Annexure B**.
4. **PROBATION** - You shall be on probation for a period of six (6) months from the date of commencement of your employment with the organisation. You will be deemed to be confirmed on completion of six (6) months, until the probation period may have been extended by another three (3) months at the sole discretion of the company, which will be communicated to you in writing.

During the probationary period, this appointment can be terminated by either party with 14 days written notice or base pay-in-lieu of notice. However, after confirmation of your services, this appointment can be terminated by either party on giving notice as per his / her applicable band mentioned below and experience letter will be issued only on completion of notice period.

**SPA / PRO / MLP Band - 2 Months**  
**SEP Band - 3 Months**

5. **CONDITIONS OF HIRE** - This appointment is subject to your successful background verification and reference check with your past employer.
6. **LOCATION AND TRANSFER**- Although at present you will be carrying out your normal duties and any other duties assigned to you in Gurgaon, during the period of your employment you are liable to be transferred to any place of business of the organization or in the group organization existing or acquired later within the country on the basis of requirement at ESIPL's discretion.
7. **BENEFITS**-As an employee of ESIPL, you will be entitled to following benefits:
  - Retirals:**
    - a) Gratuity: Gratuity will be governed by The Payment of Gratuity Act, 1972, including any modifications / amendments thereto
    - b) Provident Fund: You will participate in ESIPL's Provident Fund Scheme as applicable and subject to the Employees Provident Fund and Miscellaneous Provisions Act, 1952 as modified / amended from time to time.
  - Health Benefits:** During your tenure at ESIPL, you will be covered under our
    - a) Group Medical Cover: This facility is extended to self, spouse, dependent parents and up to a maximum of 2 children.
    - b) Group Accidental Insurance Policy
    - c) Group Term Life

For more details of medical benefits please refer employee handbook for ESIPL

**Leave:** You will be entitled to Annual leaves, Casual Leave and sick leaves applicable as per ESIPL leave policy, subject to applicable local laws.





## Business Services

**11. NOTICES:** All notices, requests, consents and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or sent by registered post, as follows:

If to Employee: At residential address

If to ES IPL: At office address

or as such other addresses as either party may specify by written notice to the other

**12. DISPUTE RESOLUTION:** All disputes and differences in relation to this contract of employment, upon which an amicable understanding cannot be reached, are to be decided by arbitration, subject to the Arbitration and Conciliation Act, 1996. Courts in **Gurgaon, Haryana** alone shall have exclusive jurisdiction.

**13. GOVERNING LAW:** This contract of employment shall be governed by the laws of India.

**14. SEVERABILITY:** Invalidity or unenforceability of one or more provisions of this contract of employment shall not affect any other provision of this contract.

"Orange Business Services" as it appears in this contract of employment is the trademarked commercial brand of the France Telecom Group only. For the avoidance of doubt, the employer is the legal entity indicated on the signature line on whose behalf this contract is executed

Please sign on two copies of this letter as confirmation of your acceptance of the appointment on the terms and conditions herein above and report for duties on the date stipulated above. By signing this letter, you accept and acknowledge that: (i) the above terms and conditions are no less favourable or in any manner detrimental to you than those of your current employment, and (ii) any restructuring in the terms and conditions of your current employment in connection with your abovesaid transfer to ES IPL has been effected for the sake of uniformity and rationalization of service terms and conditions of all ES IPL employees and not to your detriment and neither by way of any penal measure against you.

We take this opportunity to welcome you to "Orange Business Services" and wish you a long association and fruitful career with us. We do hope that you would put in your best efforts to perform your duties to the expectation of the management.

"Together we shall be partners in Success."

Yours faithfully

Devdoot Deb Roy  
Equant Solutions India Pvt. Ltd.  
Director- Human Resources  
India & south Asia

I have read, understood and  
accepted the above terms  
and conditions.

Signature:

Date:

Name:

