

Dear **Mr Vinod B,**

Based on the discussions we are pleased to offer you an appointment in our organization in **Band S.**

Wishing you a successful and rewarding career at Mahindra Satyam.

Congratulations and welcome to the Mahindra Satyam family.

Regards,
RESPONSE DESK

Ref : SCSL/ELTP-IBFS/BLR/474879

August 13, 2010

Mr Vinod B
Ii Main Road
Ramachandra Puram
Bengaluru -
Ph: 91-9632482476

Sub: Offer of Appointment.

Dear **Mr Vinod B**,

1. With reference to our discussions held on **August 04, 2010** at , we are pleased to offer you an appointment in our organization as a **Developer in Band S (Sub Band S1-ELTP)** operating out of our **Bangalore** centre.
2. Your "Annual Compensation" is attached herewith as in Annexure - A
3. You will also be eligible for a reimbursement of the relocation expenses as per company policy.
4. Your employment with us will be governed by the terms and conditions referred in Annexure-B.
5. Your joining date has been finalised as **August 25, 2010** and the offer stands withdrawn thereafter, unless the date is extended by us and communicated to you in writing.
6. Kindly give your offer acceptance in VIRTUE and fill up all the details in VIRTUE before reporting for your Joining formalities. VIRTUE login ID and password has been sent to your mail ID. If you have not received the VIRTUE login ID and password, please send a mail to **joining_helpdesk@Satyam.com** along with your offer reference number.
7. You are requested to report on **August 19, 2010** to **Ms. Sandhya Singh** at 9:00 AM to complete the joining formalities at **Satyam Computer Services Ltd. , SDC - BANGALORE, "SITE NO.44P, 45P, 46P, KIADB INDUSTRIAL AREA, ELECTRONIC CITY PHASE - II, BANGALORE - 561229", Tel. 080- 67807830.** At the time of joining, you are requested to submit the copies of the documents as per Annexure-C.
8. You are requested to complete Medical Examination (Annexure-D) at least two days prior to the date of joining.
9. Please note that this offer is subject to your being medically fit for employment.
10. In case of further clarifications, please write to **Campus_Link@mahindrasatyam.com** and quote the reference as above.

We welcome you to Mahindra Satyam, and look forward to a long and mutually beneficial association.

for **Satyam Computer Services Limited("Mahindra Satyam")**,



Mukund Menon
HEAD HR RELATIONSHIPS

Encl:Annexure-A (Salary Structure), Annexure-B (Terms & Conditions of Employment), Annexure-C (Checklist), Annexure-D (Medical Letter), Bank Guarantee Format, Non Disclosure Agreement

Ref : SCSL/IBFS/BLR/474879/130583

August 13, 2010

ANNEXURE-A

(All figures in INR)

Name : **Vinod B**
Band : **S**
Sub Band : **S1-ELTP**
Location : **Bangalore**

A. Fixed Compensation	Per Month	Per Annum
Basic Salary	6,525	78,300
HRA	3,263	39,150
Flexible Benefit Plan ¹	10,180	1,22,154
Bonus	1,000	12,000
Provident Fund (12% Of Basic Salary)	783	9,396
Total Fixed Compensation	21,750	2,61,000

B. Variable Compensation (Amount Specified Is At 100% Pay Out)	Per Annum
Total Variable Compensation	29,000

Total Cash Compensation (TCC) {A+B}	2,90,000
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1. Flexible Benefit Plan:

Associates will also be given an option of restructuring their 'Flexible Benefit Plan' under the following heads :

- Transport Allowance
- Leave Travel Assistance
- Medical Reimbursement
- Company Car Scheme (Applicable for Associates at Band 'Bi' & above and who are based in India)
- Special Allowance

The above shall be guided by the 'Flexible Benefit Plan Guidelines' available on PowerON / WebPay

2. Bonus shall apply as per The Payment of Bonus Act, 1965**Notes:**

- TCC includes all components of Cash Compensation.
- Variable Compensation is governed by the provisions of Variable Compensation Policy in force.
- In addition to above, Associates carrying Individual Revenue Targets (Sales, Relationship Management etc) will be covered by the "Performance Bonus Policy". Pls. refer to Policy for details.
- Additionally, Gratuity shall apply as per the 'Gratuity Act 1972'.



Mukund Menon
HEAD HR RELATIONSHIPS

Satyam Computer Services Ltd

Registered Office: Infocity, Unit 12, Plot No.35 & 36, Hitech City Layout, Sy No.64, Madhapur
Hyderabad 500081, Andhra Pradesh, India. Tel: +91 40 3063 6363 Fax: +91 40 4022 4122

Annexure-B**TERMS & CONDITIONS OF EMPLOYMENT****1. Verification & submission of copies of certificates**

As per the stipulation of Entry Level Trainee Program, this offer of appointment is subject to your securing a minimum of 60.00% or more marks in the Final Graduation/Post Graduation Examination and your aggregate percentage from Standard Xth onwards being 60.00% or above. In addition, you are required to produce all your certificates viz. Marks sheets, provisional certificates in support of your qualifications in original for our verification at the time of joining and also submit one set of certified photocopies of the same for our records.

2. Training

You will undergo a 3 month in-house/project-based training at Mahindra Satyam Learning World. Your performance will be closely monitored during the training period. At the end of this period, in case your performance has been up to the mark and you have been successful in tests assigned to you during training period, you will undergo a 9 month On the Job Training at any of our Development Centres. After successful completion of 12 months training, you will be absorbed in regular employment in an appropriate grade of the Company, if suitable vacancy/appointment exists.

It is mandatory for you to pass the Assessment Process conducted by the Company at the end of the training period. You will be assigned to On-the-Job training only on successful completion of the above Assessment. Failure on your part to clear this Process will result in termination of the contract. The result of the Assessment Process will be decided by the Company and will be final. No communication in this regard will be entertained. Please note that the Company's training process and evaluation criteria may change from time to time.

3. Mandatory period of service

You shall work with the Company for a period of not less than 24 months from the date of your joining ("Mandatory Period of Service"). During the said Mandatory Period of Service of 24 months, you shall not leave, abandon or resign from the services of the Company.

4. Termination of Employment

- a) (i) Training Period: During the initial training mentioned in clause 2 of this offer letter, your performance would be closely monitored and if your performance is not as per the prescribed criteria the company reserves the right to terminate your services without notice.

(ii) Either party can terminate this employment by serving a notice of 60 days on the other only after the completion of the training period & the "Mandatory period of service" (as mentioned in Clause 2&3 above) i.e. on completion of 24 months service from Date of Joining (as mentioned in Clause 3 above). However, if approved by the Company, an associate may surrender leave to his / her credit or pay salary (Basic) in lieu of Notice period. Similarly, the Company may pay salary (basic) in lieu of Notice period, if required.

- b) Unauthorized absence or absence without permission from duty for a continuous period of 7 days would be treated as abandonment of service and make you lose your lien on employment. In such case your employment shall automatically come to an end without any notice of termination.

Signature of the Associate

- c) You will be governed by the Company's laid down Code of Conduct and if there is any breach of the same or non-performance of contractual obligation or the terms and conditions laid down in this agreement, your service could be terminated without any notice notwithstanding any other terms and conditions stipulated herein. The Company further reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interests.
- d) Reference check will be made from your institute. In the event Mahindra Satyam receives any adverse report about you which may be detrimental to the interests of the company; or if Mahindra Satyam opines that the information furnished by you is not true, then, the company reserves the right to terminate your services immediately (notwithstanding any other provisions) on the grounds of misrepresentation of facts and the company shall not be liable to pay any amount what so ever.

5. Code of Conduct

You shall conduct yourself in conformity with the code of conduct, as in force from time to time. Further, you shall carry out the instructions in letter and spirit, given by your superiors and shall not disobey the instructions given. You shall not indulge in any unethical practices like "go slow" or non-co-operation etc.

6. Restraints

A. Access to Information

Information is available in need to know basis for specified groups. The network file server is segregated to allow individual sectors for projects and units. Access to these are authorised through access privileges approved by unit Mentors or Project Mentors.

B. Escalation/Exception Reporting

- A set of areas/jobs to be carried out by each function/circle will be decided
- For each area /job - a suitable policy will be formulated / evolved
- For every policy - standards of measurement will be laid down
- Goals for year/quarter/month will be periodically reviewed
- Alternatively, if such deviation will pose a threat and if it is not corrected will be escalated immediately for corrective action jointly agreed upon and it will be implemented as per schedule. If there is any deviation/modification/amendment it will be further escalated to next level.
- Deviation if any with regard to policies or standards will be monitored and brought up for discussion in review meetings if such deviation could wait till review meeting

Signature of the Associate

C. Non disclosure

You are expected to maintain utmost secrecy in regard to the affairs of the Company and shall keep confidential any information, instruments, documents, etc., relating to the Company that may have come to your knowledge as an Associate of the Company. You are required to sign Non Disclosure Agreement at the time of joining.

D. Non Compete

Your position with the Company calls for whole time employment and you will devote yourself exclusively to the business of the Company. You will not take up any other work for remuneration (part time or otherwise) or work on advisory capacity or be interested directly or indirectly (except as shareholder or debenture holder) in any other trade or business, during your employment with the Company, without written permission from the Company.

a) Post Employment

On leaving the services of the company, you shall not take up a full-time/part-time employment with any of our Customers and Associates for a period of 2 years from the date of termination of your employment with Mahindra Satyam.

E. Authorization

Only those authorized under power of attorney may sign legal documents, representing the organization.

F. Smoking

We owe and assure a smoke free environment for our Associates. Barring some demarcated areas, the entire office premises including conference rooms, lobbies, cafeteria is declared as "No-Smoking Zone".

G. Passwords

Access to our network, development environment and MS-Outlook is through individual's password. For security reasons it is essential to maintain confidentiality of the same. If the password is forgotten, the Networking & Systems (N&S) Group is to be contacted to reset and allow you to use a new password.

H. Security

Security is an important aspect of Mahindra Satyam's communication and office infrastructure. We have security personnel deployed in all the floors who take care of the security. Those of you who wish to work late or early hours are requested to produce your identity cards to the Security personnel on demand. If there is a need to take some of the equipments/infrastructure out of the office premises for any reason shall obtain the gate pass from the security staff after the authorisation from your Reporting Manager. There are two types of gate passes a) Returnable b) Non-returnable.

The communication security is maintained by controlling physical access to computer systems, disabling all workstation floppy disk drives, and a company-wide awareness about the need for protection of intellectual property and sensitive customer information. For some projects, the company uses sophisticated data encryption devices.

Signature of the Associate

Your work table and storage space is lockable. Please ensure they are locked when unattended. Duplicate keys are maintained with Security. One can take a duplicate key after signing for it for ones own or team members table or storage.

a) Destroying Papers & Material

Any official communication which is confidential in nature shall be destroyed through paper shredder after the purpose is served.

b) Use of Company Resources

You shall use the company's resources only for official purposes.

7. State of Facts

It must be specifically understood that this offer is made based on your proficiency on technical/professional skills you have declared to possess as per the application. In case, at a later date, any of your statements/particulars furnished are found to be false or misleading, the company shall have the right to terminate forthwith and you shall be considered to have committed breach of contract.

8. Place of Training

The company shall have the right to decide the place of training which can be anywhere within the country.

9. Relocation Allowance

You will be eligible for relocation allowance not exceeding Rs.15000 towards travel for self, movement of baggage and initial hotel accommodation. The above mentioned amount will be reimbursed subject to production of relevant receipts / lease agreement.

The allowance is payable only after completion of one month of service with the organization.

The allowance needs to be claimed within 4 months from date of joining.

10. Bank Guarantee

You shall at your expense provide a bank guarantee in the enclosed Format from any Nationalized Bank, guaranteeing your due performance of the terms and conditions of employment for a sum of Rs.51,000/- The said Bank Guarantee shall be submitted on the date of your reporting.

In the event of

(a) yourself leaving or abandoning the Company or your employment being terminated by the company, during the mandatory period of service, for breach of any of the terms and conditions of the employment or non-compliance to policies of the Company, you will be liable to pay liquidated damages of Rs.50,000/- which was provided by you as Bank Guarantee for the commitment given by you and which also represents a genuine estimate of damages that would reasonably be caused to the business of the company on account of the breach of any of the terms and conditions of employment and any other expenses relating to loss of man and machine hours which otherwise would have fetched a reasonable amount of profits to the business of the company.

Signature of the Associate

11. General

- a) On completion of your training period, the company has the option to assign you to projects on any platform at any location. This is based on the skills required for a particular project & the environment prevailing at that point of time.
- b) As part of the training program, you will be required to come either early or late hours depending on the availability of machine and other resources.

The above terms and conditions are based on company policies, procedures and other rules currently applicable and are subject to amendments from time to time. You will also abide by all other rules and regulations of the company as shall be in force, from time to time.

In all matters, including those not specifically covered here, such as Travelling, Leave, etc., you will be governed by the rules of the Company framed from time to time.

You shall be present in the office during normal working hours as specified in the employee handbook and other documentation provided to you, or during hours expressly designated for you in writing.

You shall provide details regarding the utilization of your time by entering the same into Mahindra Satyam's web-based ele(TSMS) on a daily basis. In case you are attached to any project where the client may have requirement of recording specific time-efforts, you shall comply with such requirement also, in addition to Mahindra Satyam's TSMS.

This offer is purely based on the information/documents provided by you and by accepting the offer, you specifically authorize the Company or any external agency through Mahindra Satyam to verify your educational, employment antecedents, your conduct and any other background checks prior to your joining the Company or thereafter. You shall extend your co-operation (if asked for) during such verification without any protest or demur.

I have read the above terms and conditions of Employment and would hereby confirm strict adherence to the same.

Date :

Signature :

Place :

Name :

Witnesses :-

1)

2)

Annexure-C

CHECKLIST

At the time of reporting, you are requested to submit the following documents *

S. No.	Particulars	Checklist Yes / No
A.	Course Completion Certificate from the college Principal.	Yes / No
B.	Please bring the following certificates in original supporting your educational qualifications along with mark sheets for verification only and two attested copies of each document for joining formalities.	Yes / No
	<input type="checkbox"/> Xth Certificate & mark sheets	
	<input type="checkbox"/> XIIth Certificate & mark sheets	
	<input type="checkbox"/> Degree Certificate & Semester/year-wise mark sheets	
	<input type="checkbox"/> Master's Certificate & Semester/year-wise mark sheets	
	<input type="checkbox"/> Diploma/PG Diploma Certificates & Transcripts	
	<input type="checkbox"/> Any other Certificates with supporting documents, if any	
C.	Duly signed Mahindra Satyam's Offer of Appointment - 2 copies	Yes / No
D.	Post Card size Family Photographs - 2 copies	Yes / No
E.	Color Passport-size Photographs - 7 copies	Yes / No
F.	Valid Passport Please submit copy of the valid Passport (inclusive of all blank pages). In case if you did not apply please submit the proof of Passport Office submission ticket. Upon receipt of Passport from Passport Office, please submit the documents to VDS Joining Formalities Team	Yes / No
G.	PAN Card and Proof of PAN Number You must carry and provide your PAN Card copy. Please note that it is mandatory to provide the PAN number for processing of your payroll and no payments on account of salaries can be made without a PAN number.	Yes / No
H.	Birth Certificate should be obtained from the Municipal Office on Form 9 of self, spouse & children (if applicable) with full name of the individual, full name of the father, full name of the mother, date of birth and place of birth	Yes / No

* Your offer has been made based on the information furnished by you. However, if there is a discrepancy in the copies of the documents/certificates given by you as a proof in support of the above, the Company reserves the right to revoke the offer of appointment.

Annexure-D**Pre-Employment Medical Examination**

Ref : SCSL/ELTP-IBFS/BLR/474879

August 13, 2010

Dear **Mr. Vinod B**,

As a mandatory part of the pre employment process, please complete Medical Test formalities in any of these locations.

HYDERABAD Medinova Diagnostic Services 6-3-652, Somajiguda Near Eenadu Office Hyderabad 500082 Tel No : 040-23311122 / 23311133 KIMS Clinics Plot No.8,Durganagar,Opp:Lane to Chandana Brothers,Ameerpet,Hyderabad-500 016 Tel No.: 040-23403181	CHENNAI SRL Ranbaxy New No.9,Old No. 67,New Avadi Kilpauk, Chennai-600010. Tel No.:044-44121212,044-44283784.
PUNE SRL Ranbaxy Limited 2nd floor,Matruchaya Opp.Dena bank Next to Hotel Kuber Khyber,Deccan Gymkhana JM Road,Pune-41104. Tel No.:020-30251200 / 020-39401111 Medinova Diagnostic Services Shreeji House,CTS No.95D,Plot No:8256 Bhamburda,Near Corporation Bus stand Shivajinagar,Pune:411 005 Tel No : 020-25534801 / 25534987	BANGALORE SRL Ranbaxy Ltd, 47, Millers Road,Off Cunningham Road Opp. Bhagwan Mahavir Jain Hospital, Bangalore-52 Tel No.:080-41137333 Medinova Diagnostic Services 55, Infantry Road 94,S.D. Road, Bangalore: 560001 Tel No : 080-41130109

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MUMBAI SRL Ranbaxy Ltd. Plot No.113, MIDC,15th Street Andheri (East),Mumbai - 400093 Tel No :022-67801234/44,30811111	BHUBNESHWAR Kalinga Hospital Limited Chandrasekharapur Bhubaneswar: 751023 Tel No : 0674-2300570
NEW DELHI SRL RANBAXY LIMITED C -57, Ground Floor Preet Vihar,New Delhi TelNo:011-30217200 EXT 202 MP Diagnostic Heart Centre W 33,Greater Kailash I (next to M-Block) Greater Kailash Part New Delhi: 110048 Tel No : 011-29234830/9831/5065	KOLKATA SRL RANBAXY LIMITED 30 B Chowringhee Mansion, Jawaharlal Nehru Road, Kolkata-700 016 TelNo:033-22267333/22271315/17 Medinova Diagnostic Services 1,Sarat Chatterjee Avenue Kolkata -700029 TelNo:033-24661780/24663651/24660780
GURGAON SRL Ranbaxy Limited GP-26, Maruti Industrial Estate Udyog Vihar Sector-18 Gurgaon-122015 Tel No.:0124-4591000/4047733/425773	AHEMADABAD SRL Ranbaxy Limited 101-102 1st Floor,The Grand Mall, Opp.SBJ Zonal Office,Near CN Vidyalaya Ambawadi,Ahmadabad-380015 Tel No.:079-30612200/39401111

The reports pertaining to the above can be directly sent to *Ms. Sandhya Singh* at *Satyam Computer Services Ltd., SDC - BANGALORE, "SITE NO.44P, 45P, 46P, KIADB INDUSTRIAL AREA, ELECTRONIC CITY PHASE - II, BANGALORE - 561229", Tel. 080- 67807830* with the Doctor's recommendation.

Yours Sincerely,
for **Satyam Computer Services Limited("Mahindra Satyam")**,



Mukund Menon
HEAD HR RELATIONSHIPS