

Strictly Confidential & Personal

Ref No. : SSB-HR/DELHI/HHR-CLSM/04015435
Date : October 12, 2010

Mr. SAURABH KANT CHAKRAVARTI
E-45, MANSARAM PARK
PILLAR NO. 720, UTTAM NAGAR
NEW DELHI 110059
India

Dear Mr. SAURABH KANT CHAKRAVARTI

SUB: APPOINTMENT LETTER

With reference to your application and the interview you had with us, we have pleasure in offering you employment in NIIT Technologies Limited on the terms and conditions listed below and in the following pages.

Base Unit	:	NTL
Posted Unit	:	NTL
Designation	:	SOFTWARE ENGINEER
Role	:	DEVELOPER
Place of Posting	:	Delhi
Basic Salary	:	Rs. 5000 p.m.

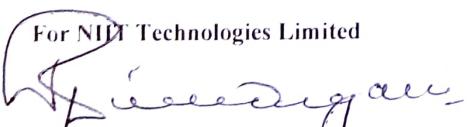
You will be entitled to benefits as per Company policies in force from time to time.

You are required to report to the Human Resources Organisation on or before October 14, 2010 failing which this offer will stand automatically withdrawn.

Please return the duplicate copy of this letter and all the following pages duly signed confirming your acceptance.

We look forward to your joining our team for a long and successful association.

With best wishes,

For NIIT Technologies Limited

DHIRENDRA GAUR
GENERAL MANAGER - R&M

Candidate Signature :

Date :

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OTHER TERMS AND CONDITIONS OF APPOINTMENT

1. REPRESENTATIONS REGARDING QUALIFICATION AND EXPERIENCE

Your appointment is solely based on your representation regarding your qualification and experience, which the Company has relied upon. In case, at any point in time, your representation regarding your qualification and experience is found to be incorrect, you shall be liable for immediate termination without notice and without prejudice to all other rights of the Company. Further, you shall indemnify and hold the Company harmless from all cost, loss and damages that may have caused to the Company due to such misrepresentation. By signing this letter, you also irrevocably consent to the Company initiating all necessary background checks as may be required during the course of your employment, either by the company or through any third party.

2. PROBATION/CONFIRMATION

- a) You will initially be on probation for a period of one year that may be extended or reduced at the sole discretion of the Base Unit. During the period of probation, the appointment is terminable either by the Base Unit or by you by giving two month's notice or payment of gross salary in lieu thereof. However in case you decide to leave your services, the Company at its discretion (in the event the Company believes that you have any incomplete assignment), reserves the right not to accept salary in lieu of notice and to relieve you only at the end of the applicable notice period or completion of such assignment, whichever is earlier. On completion of initial probation period till such time that you are intimated in writing regarding your confirmation, you shall continue to be on probation.
- b) For computing the probation period your actual date of joining the first base unit shall be taken into consideration.

3. MEDICAL FITNESS & VERIFICATION OF PARTICULARS

Your appointment is subject to:

- a) Your being declared (and remaining) medically fit by a Medical Officer or by a Doctor specified by the Base Unit. The Base/Posted Unit has the right to get you medically examined by any certified medical practitioner during the period of your service. In case, you are found medically unfit to continue with the job, you will lose your lien on the job.
- b) Verification of the particulars mentioned in your application: In case these particulars are found false or unsatisfactory, your service would be liable for termination without any reason or notice thereof at any time.

4. DUTIES AND RESPONSIBILITIES

- a) The Base/Posted Unit will expect you to work with a high standard of initiative, efficiency and economy.
- b) You will devote your entire time to the work of the Base/Posted Unit and will not undertake any direct/indirect business or work; honorary or remuneratory except with the written permission of the Management in each case.
- c) You shall not seek membership of any local or public bodies without first obtaining written permission from the Base/Posted Unit.

- d) You shall not give out to anyone during the period of your service and even afterwards by word of mouth or otherwise, particulars or details of our manufacturing or other processes, technical know-how, security arrangements, administrative and/or organizational matter of confidential or secret nature, which may be your privilege to know by virtue of your being our employee.
- e) You shall keep confidential all the information and material provided to you by NIIT Technologies or any of the Base Unit or posted unit or by its Clients concerning their affairs, to enable the Base/Posted Unit to perform the service. This excludes only such information as is already known to the public which also you will not release, use or disclose except with prior written permission of the concerned Unit. Your obligation to keep such information confidential shall survive even on termination or cancellation of the employment.
- f) You will be responsible for the safe keeping and return in good condition and order of all the properties of the Base/Posted Unit, which may be in your use, custody, care or charge. For the loss of any property of the Base/Posted Unit in your possession, the Base/Posted Unit will have right to assess on its own basis and recover the damages of all such material from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction.

5. TERMINATION OF PERMANENT SERVICE

- a) You will automatically retire from the service of the Base Unit on attaining the superannuating age of 58 years.
- b) If you absent yourself without leave or remain absent beyond the period of leave originally granted or subsequently extended either in Base/Posted Unit, you shall be considered as having voluntarily terminated your employment without giving any notice unless you i) return to work within eight days of the commencement of such absence; and ii) give an explanation to the satisfaction of the Base/Posted Unit regarding such absence.
- c) Your services are liable to be terminated without any notice or salary in lieu thereof in the case of continued ill health.
- d) Your services are liable to be terminated without any notice or salary in lieu thereof for misconduct, without being exhaustive and without prejudice to the general meaning of the term 'misconduct' in case of reasonable suspicion of misconduct, disloyalty, commission of any act involving moral turpitude, any act of indiscipline, inefficiency or lower performance as compared to other employees of your category.
- e) On satisfactory completion of the probation and after your confirmation in writing, except for the reasons specifically mentioned in this appointment letter, your services are terminable either by the Base Unit or you by giving notice or payment of equivalent gross monthly salary in lieu thereof on either side. The said notice period will be based on your plan as on date of receipt of resignation or effective date of termination. However in case you decide to leave your services, the Company at its discretion (in the event the Company believes that you have any incomplete assignment), reserves the right not to accept salary in lieu of notice and to relieve you only at the end of the applicable notice period or completion of such assignment, whichever is earlier. The duration of notice period is as below :-

30 days	-	Benefit Plan P
60 days	-	Benefit Plan Q, R & S
30 days	-	People being a part of the Bench/Resource Pool (including probation period)

6. DEPUTATION

- a) You can be deputed to any other Unit, referred to as the "Posted Unit" at the sole discretion of the Base Unit. The terms and conditions of your deputations shall be detailed in the deputation letter issued to you. During deputation you shall continue to be governed by the policies of the Base Unit from where you are deputed.
- b) You can be assigned to any of the international locations/ geographies/ Subsidiaries/ SBUs/ IVs of NIIT Technologies during your employment. Some of these assignments may require you to sign separate 'Service Agreements'. You will be liable to sign such agreements and abide by their conditions as required. Provisions of such 'Service Agreements' may override some of the terms of this letter.
- c) During deputation you shall maintain strict confidentiality of the manufacturing or other processes, technical know-how, security arrangements, administrative and organizational matters of confidential secret nature which may be provided to you or which you may gather during the deputation.

7. CHANGE/TRANSFER OF BASE UNIT

- a) Your Base Unit can be changed at the sole discretion of the Management of your current Base Unit. In such an event you will be issued a fresh letter informing you of such change. Thereafter you shall be governed by the Service Rules and Regulations of the New Base Unit and the new Base Unit shall be your Legal Employer.
- b) All benefits accrued but unutilised by you up to the date of change to which you are entitled can be availed from the new Base Unit. The continuation/accrual of any benefits accruing after the date of change will be governed by the policies of the new Base Unit.
- c) You are entitled to certain schemes benefits which will be centrally administered by NIIT Technologies Ltd. on behalf of the Base Unit. During the period of the administration of such schemes, the legal ownership of any movable and immovable property will remain with NIIT Technologies Ltd.

8. GENERAL

- a) You will be governed by the Service Rules and Regulations including the conduct, discipline and appeal rules, administrative orders and any such other rules/orders of the Base Unit and Posted Unit, (in case of deputation), that may be in force from time to time. At all times the Base Unit shall be your Legal Employer.
- b) You are appointed on the basis of your education and experience mentioned by you in your application /Personal Data Form. In case the facts mentioned therein are found to be incorrect, this will result in termination of your appointment without any notice or salary in lieu thereof.
- c) Your age mentioned in the Matriculation/Higher Secondary Certificate will be the conclusive proof of your date of Birth.

- d) You will inform in writing to the Base unit, any change of address within a week from the change of the same, failing which any communication sent on your last recorded address shall be deemed to have been served on you.
- e) You will hand over the charge and the property and material of the Base Unit in your possession at the time of cessation of your employment with the Base Unit.
- f) You will be liable to pay damages to the Base Unit for the loss caused by you directly or indirectly in addition to other legal remedies which may be required for violating any of the provisions of this letter and for this the Court at Delhi, India will have jurisdiction.
- g) The designation assigned to you is subject to change depending upon work assignments from time to time.
- h) During employment with the Base Unit you maybe transferred to any of the Groups/ Organizations/ offices/ projects/ divisions/ departments/ units of the Base Unit existing or to be set up in any other location in India or abroad.
- i) On the date of joining, you are requested to report at 9 AM, along with the following documents:
 - a) Your copy of the appointment letter.
 - b) Two passport size and two stamp size photographs.
 - c) Information of your blood group.
 - d) Three Nominations (Name(s) & Date(s) of Birth) to be made for Mediclaim Policy.
 - e) If you have worked earlier or been working :
 - i) Relieving Letter/Experience Certificate from the previous employer.
 - ii) Salary certificate/Tax deduction at source statements/Total earnings of the Financial Year from the employer.
 - iii) Name of the Provident Fund Trust (in case it was a trust).
 - iv) Your Provident Fund and Family Pension Fund Account Numbers.
 - f) Copy of PAN Card
 - g) Copy of Passport (Indian/Non-Indian)

I have read and understood the terms and conditions of my appointment (Base Unit) stated above and in the earlier pages and hereby signify my acceptance of the same.

Signature :

Date :

Name :

COST TO COMPANY CALCULATION w.e.f. October 14, 2010

Name : **SAURABH KANT CHAKRAVARTI** **Applicant No.** : **04015435**
Designation : **SOFTWARE ENGINEER** **Organisation Unit** : **SSB-CSDM-RP**
Personnel Area : **SEB-Delhi, NTL**

A. Monthly Salary (Rs.)

Basic	5,000
HRA	4,000
Flexi Basket	9,542
Gross Monthly	18,542

B. Annual Benefit (Rs.)

Medical & LTA Basket	6,000
P F (as per act)	7,200
Mediclaim Premium	7,300
Annual Benefits Total	20,500

**C. Variable Compensation (Rs.)
(on achievement of 100% goals)**
27,000
D. Total Annual On Target Compensation (Rs.)
270,004

1. Flexi Basket, Medical + LTA and Mediclaim , where applicable are based on Benefit Plan 'Q'.
2. The Flexi basket consists of conveyance, vehicle expenses reimbursement (VER) & mobile phone usage. The Flexi basket is a taxable allowance and will be paid on a monthly basis after deductions, if any. If self-owned car is used, expenses towards petrol and maintenance up to Rs. 1800/- p.m. (Rs 2400/- p.m. if CC is more than 1.6 litres), and reimbursement towards mobile phone usage charges up to Rs. 3000/- p.m. is exempt from tax as per current rules.
3. Variable Compensation shall be based on the VC plan/scheme.
4. Mediclaim Premium shown above is towards hospitalization coverage for self and dependent nominees as per scheme.


Authorised Signatory
Candidate Acceptance / Sign Date