

To  
Vibhav Nandevrao Bodhke

**Sub: Offer of Employment**

Dear Mr. Vibhav Nandevrao Bodhke,

Thank you for the keen interest you have shown in joining our organization. With reference to the interview and the discussions you had with us recently, we are pleased to offer you a career at Zensar. Please accept our heartfelt congratulations and warm welcome to the Zensar family.

Your date of joining will be communicated to you separately.

Your Annual Compensation is attached herewith as in Annexure – A.

The terms and conditions of employment are in Annexure-B.

You shall be required to work from any of the Zensar office location or as may be instructed by Zensar at the time of joining.



AN **HRPG** Company  
CIN: L72200PN963PLC019621 www.zensar.com Zensar Technologies Limited Zensar Knowledge Park, Plot No. 4, MIDC Kharadi, Off Nagar Road, Pune 411014  
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**Yours Sincerely,**  
**For Zensar Technologies Limited**

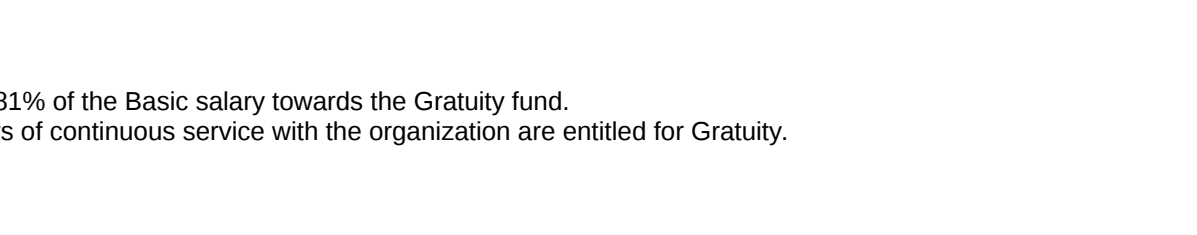
*[Signature]*

**Sanjavee Maithani**  
**Vice President – Human Resources**

Encl: Annexure – A (Salary Structure).  
Annexure – B (Terms and Conditions of employment)  
Annexure – C (Document Check List)

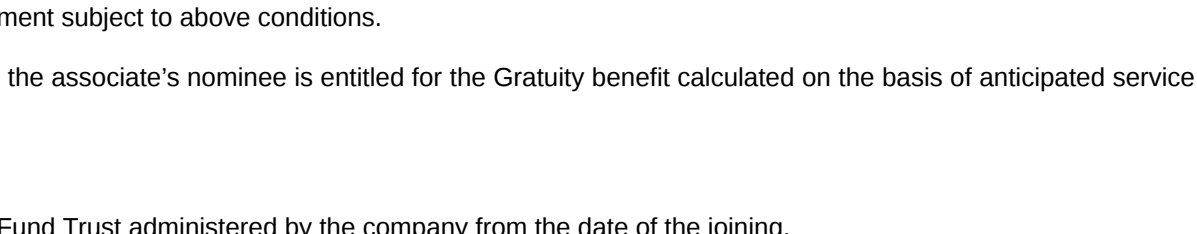
Component	Annual Gross (INR)	
Basic	192000	Base salary component.
Customized Allowance Pool*	159725	This is used towards HRA / CLA, LTA, Medical Allowance and Children's Education. You may want to split the basket as per your tax plans.
Bonus	16000	Paid out as per the Payment of Bonus Act if Basic is less than 21000.
<b>Total</b>	<b>367725</b>	
Company's contribution to PF	23940	12% of Basic
Gratuity	9235	As per Gratuity Act
<b>Gross Compensation</b>	<b>400000</b>	
Group Personal accident Insurance		Sum Insured is Rs. 11,50,000/- Please refer to policy
Group Health Insurance Scheme	6864	Up to four family members (in order of Associates, Spouses, 2 Dependent Children below age 25) are covered up to a limit of Rs. 2,00,000/- p.a.
Term Life Insurance		Sum Insured is Rs. 5,00,000/- Please refer to policy
<b>Total Cost to Company</b>	<b>406864</b>	

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**Annexure – A**

Name: Vibhav Nandevrao Bodhke  
Designation: J. Software Engineer  
Grade: G0



**1. GRATUITY.**

For every associate, the organization contributes 4.81% of the Basic salary towards the Gratuity fund. All associates who have completed minimum 5 years of continuous service with the organization are entitled for Gratuity.

The entitlements are as per the following slabs:

- 5 years or more, and less than 10 years of service, Gratuity will be calculated @ 15 days basic salary for the number of years completed.
- More than 10 years and less than 15 years of service, Gratuity will be calculated @ one month basic salary for the number of years completed.
- More than 15 years of service, Gratuity will be calculated @ 1 1/4 month's basic salary for the number of years completed, subject to maximum of 26 months' salary.

The gratuity amount is payable on resignation/retirement subject to above conditions.

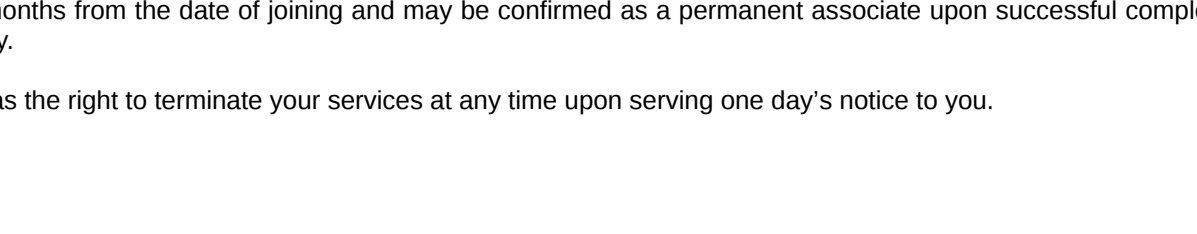
In case of death of the associate during the service, the associate's nominee is entitled for the Gratuity benefit calculated on the basis of anticipated service subject to the conditions under the scheme entered with LIC.

**2. PROVIDENT FUND.**

The associate becomes a member of the provident Fund Trust administered by the company from the date of joining.

- The company deducts 12% of the basic every month through payroll as the associate's contribution to PF. Additionally, the company contributes 12 % of the associate's basic salary and the same is deposited with the Provident Fund Trust.
- Out of the associate's contribution, 8.33% (subject to maximum of Rs. 541 p.m.) is remitted to The Regional Provident Fund Commissioner (RPFC), Pune towards the contribution for pension administered by RPFC.

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**Annexure – B**

- The associate on resignation or retirement can apply to Trust for transfer or withdrawal of Provident Fund accumulation as per the Provident Fund rules.
- The associate is also entitled for Pension from RPFC on resignation or retirement as per the pension rules of RPFC.
- Voluntary Provident Fund: The associate, if wishes, may request for additional PF contribution minimum of 12% a maximum of 20% of Basic salary by way of deduction through payroll.

**3. Other Benefits**

- **Hospitalization**  
You and your spouse will be eligible to avail of the medical insurance cover.
- **Leave**  
You will be eligible to 30 days of total leave during a year. This will include 18 days of privilege leaves and 12 days of flexi leaves. Flexi leave can be availed as casual leave, sick leave and paternity leave reasons. The details of the policy would be available to you when you join.

**4. Probationary Period**

- You will be on probation for a period of 12 months from the date of joining and may be confirmed as a permanent associate upon successful completion of your probation. The period of probation can be extended at the discretion of the Company.
- During the probation period, the Company has the right to terminate your services at any time upon serving one day's notice to you.

**5. Notice Period**

- You will be required to give three months' notice in case you decide to leave our services and the same is subject to the company's discretion. The company reserves the right at its sole discretion, to substitute the notice period by paying whole or part of your base salary in lieu of the notice period.

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- In case you leave the services of Zensar within 1 year of your joining the Organization, due to any reason, you will be required to repay the total expenses incurred by the company towards reimbursement to you on account of your relocation, notice pay buyout and joining bonus, if any.

**6. Garden Leave:** In a situation wherein continuation of your services for the specified notice period (whether in part or in full) are not considered detrimental to the interest of the Company, the Company may allow you to serve the notice period or require you to proceed on Garden Leave during the notice period which you would have otherwise served. However, if the Company receives your request to be relieved from your duties before the completion of the notice period or during Garden Leave, then the Company at its own prerogative may relieve you from your duties on or before the completion of notice period or Garden Leave subject to clauses B.6 & B.9 herein.

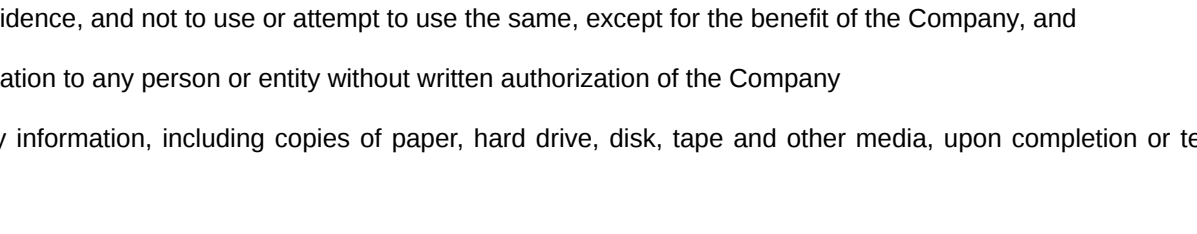
Garden Leave shall mean "an arrangement where an employee is not required to attend his duties and responsibilities at the workplace. However, for all purposes he shall continue to be considered as an employee of the Company and shall be deemed to be employed by the Company for any work pertaining to his work responsibilities including transfer of responsibilities."

**7. Employee request for immediate release:** In a situation wherein the Company receives your request to be relieved from your duties without serving the notice period, the Company may at its own discretion relieve you with immediate effect.

**8. Notice Pay: (a)** Notwithstanding the nature of termination of your employment under any of the scenarios as set out, the Company may at its discretion.

- allow you to serve the notice period or
- require you to proceed on Garden Leave during the notice period which you would have otherwise served or
- relieve you immediately or at any time while you are serving your notice period in which event you shall be entitled to receive salary for the unserved notice period.

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**9.** Your release from the Company's services shall be subject to satisfactory transition of your duties and responsibilities. You shall also be required to return all Company property in your possession to the person designated by the Company in this regard. Company property shall include all documents and any copies thereof in whatever form those copies may be made, whether on paper, tape, computer disc, cloud storage-based facilities or any other digital medium or otherwise. If you hold any information on any equipment which you own, you shall forthwith copy that information onto an appropriate medium, supply that copy and any other copies in your possession to the Company and then delete such information from all equipment in your possession. Subsequent to the completion of the formalities as mentioned herein, you will be notified of the date of your release. Such release date shall be at the sole discretion of Company notwithstanding your willingness to pay for the unserved notice period for an early release.

**10. Statement 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, and on the ability to handle any assignment / job independently anywhere in India or overseas. In case, at a later date, any of your statements / particulars furnished are found to be false or misleading, or if released from your duties. The date of your release, in such event, shall be decided by your designated manager / head of department / business head, as the case may be.

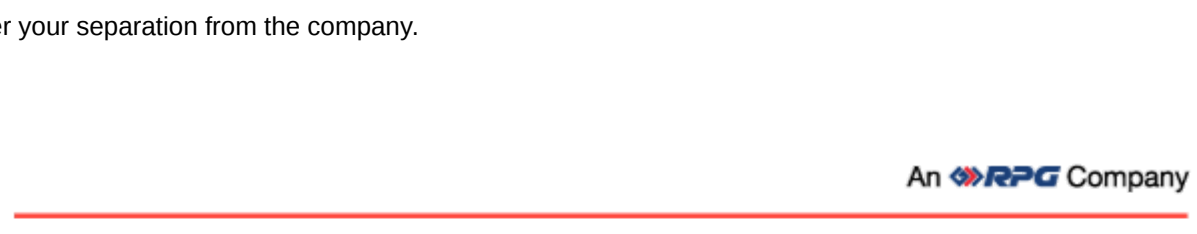
**The Company will not be liable for any additional severance obligations under any of the above scenarios**

- You shall indemnify and hold the Company indemnified and harmless against all claims by any third party for loss, damage, expenses suffered, arising out of infringement of any patent, trademark, label, design or application, including software programs and applications by reason of your acts, actions, activities not authorized by the Company or acts, actions, activities undertaken by you against Company's policies, guidelines instructions.

**Retirement:**

- You will retire/ superannuate from the company on reaching the age of 58 years.
- Notwithstanding the clause on retirement from the company's service, your employment with the Company is subject to termination on three month's prior notice by either side. The Company however, reserves the right to, at its sole discretion, substitute the notice period by paying you basic salary in lieu of the notice period.
- For abundant caution, it is hereby clarified that you cannot waive the notice period requirement in the event you wish to terminate your employment with the Company, and that your resignation/termination letter (by whatever name it is called) will be accepted by the Company only on your satisfying the required notice period as stated in our Company's HR manual.

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- You agree not to undertake employment, whether full-time or part-time of any other organization / entity engaged in any forms of business activity without the consent of Zensar. The consent may be given subject to any terms and conditions that the company may think fit and may be withdrawn at any time at the discretion of the company.
- 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 Zensar to verify your educational, previous employment, 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 objection. 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 terminate the employment at any time during your service.

**12. Confidentiality**

You agree at all times during the term of your employment and thereafter (without limit of time):

- Hold Confidential Information in strictest confidence, and not to use or attempt to use the same, except for the benefit of the Company, and
- Not to disclose or divulge Confidential Information to any person or entity without written authorization of the Company
- You agree to return to Zensar all proprietary information, including copies of paper, hard drive, disk, tape and other media, upon completion or termination of any project or upon cessation of your employment or Terms of Employment.

For the purposes of Clause, "Confidential Information" means any company proprietary or confidential information, product details, trade secrets or know-how, whether oral or written or in electronic format and whether marked "confidential" or not, including but not limited to: research, business plans, products, product improvements, processes and process documents, services, projects, proposals, all work produced by you whether during normal working hours or not, computer program, documentation, customer lists and customers (including, but not limited to, customers of the Company with whom you become acquainted), markets, software, developments, inventions processes, formulas, technology designs, drawings, engineering, marketing, distribution and sales methods, sales and profit figures, finances, techniques, strategies, discoveries, the title and description of any patents or patent applications filed by the Company in any country or jurisdiction (until the same is generally available to the public), and any other business information of the Company including to business plans, practice methodologies and technologies (including computer software), training materials, personnel information, client lists and information regarding the business needs, strategies and technologies of present and prospective clients and internal Company publications, whether directly or indirectly, or by drawings or inspection of documents or other tangible property and all information that comes to your knowledge which would but for this employment would not have been accessed by you, whether such information is in tangible form or not, written or otherwise in formal or not. Confidential information however shall not include knowledge, skills, or information which is common to the business of the Company, or which is generally known outside the Company.

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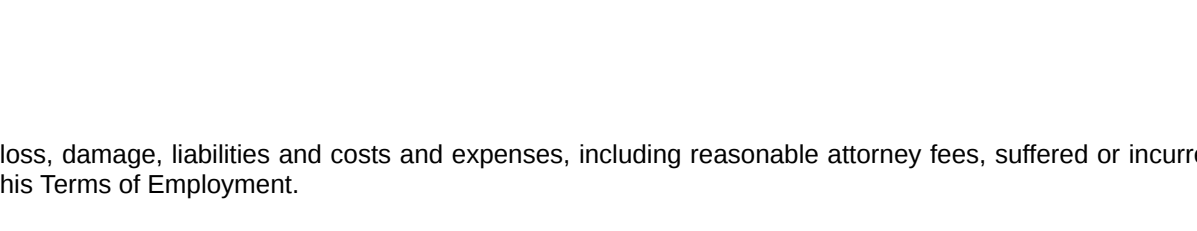


- You understand that retaining the confidential nature of Confidential Information is of utmost importance to the business of the Company and in addition to the terms stipulated in this agreement herein you agree to execute a Non-Disclosure Agreement with the Company.
- While performing your duties, you shall not copy / use / infringe a third-party intellectual property or confidential information.
- Any breach of this provision shall be treated as a gross violation of the terms herein and your services are liable to be terminated without notice.

**13. Non Solicitation of Associates and Clients**

- You agree that during the period of your employment with the Company, and for one year after the date of termination of such employment (regardless of whether this cessation of employment is voluntary or involuntary, or caused by the breach of this Agreement by either party), other than on behalf of the Company, you will not, directly or indirectly:
- Solicit, divert, take away, hire, or recruit, either in or attempt to solicit any associate of the Company or the business of any client, customer, potential client, potential customer, person, or entity with whom Associate had dealings for any purpose related in any manner to the business of the Company.
- Approach or seek employment with the Company's client(s) where you are/where deployed by the Company
- You agree the foregoing restrictions are reasonable both as to time and extent given the nature and scope of the Company's present business and the duties of your employment.
- This clause shall be binding on you even after your separation from the company.

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- You agree, at the Company's expense, to provide, during and after this employment, all such assistance as the Company reasonably considers necessary, to secure the vesting of such rights in the Company or Terms of Employment.
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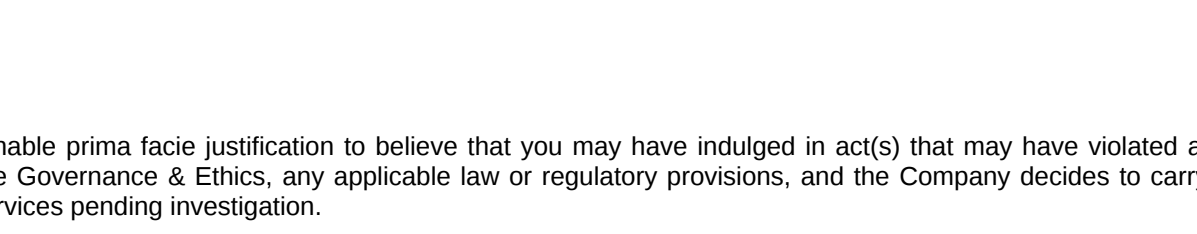
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- You will retire/ superannuate from the company on reaching the age of 58 years.
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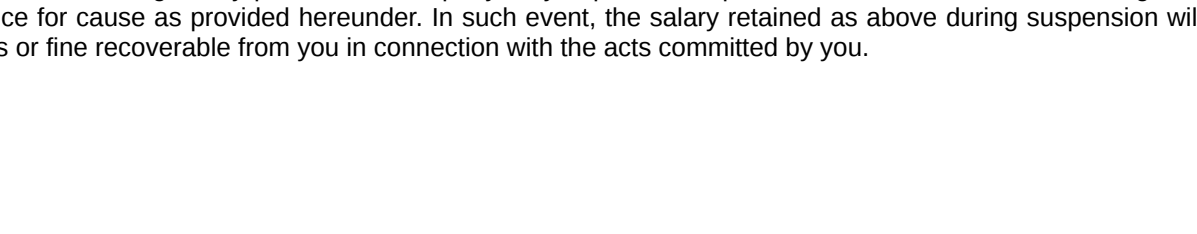


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- Any breach of this provision shall be treated as a gross violation of the terms herein and your services are liable to be terminated without notice.

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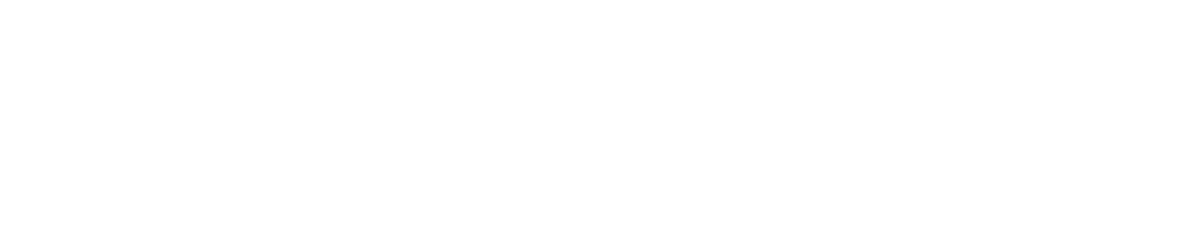
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- Solicit, divert, take away, hire, or recruit, either in or attempt to solicit any associate of the Company or the business of any client, customer, potential client, potential customer, person, or entity with whom Associate had dealings for any purpose related in any manner to the business of the Company.
- Approach or seek employment with the Company's client(s) where you are/where deployed by the Company
- You agree the foregoing restrictions are reasonable both as to time and extent given the nature and scope of the Company's present business and the duties of your employment.
- This clause shall be binding on you even after your separation from the company.

AN **HRPG** Company  
CIN: L72200PN963PLC019621 www.zensar.com Zensar Technologies Limited Zensar Knowledge Park, Plot No. 4, MIDC Kharadi, Off Nagar Road, Pune 411014  
Tel: + (20) 6607 4000, 2700 4000  
+ (20) 6605 7888



- All intellectual property rights, including but not limited to, patents, copyright and design rights as a result of the development of and/or the application of all work produced by you during or as a consequence of your employment, whether alone or in conjunction with others and whether during normal working hours or not, including but not limited to any invention, design, discovery or improvement, computer program, documentation, confidential information, copyright work or other material which you conceive, discover or create during or in consequence of this employment with the Company shall be the exclusive property of the Company and you agree to assign all such Intellectual Property created during your employment to the Company.
- You agree, at the Company's expense, to provide, during and after this employment, all such assistance as the Company reasonably considers necessary, to secure the vesting of such rights in the Company or Terms of Employment.
- You shall indemnify and keep the Company indemnified and harmless against all claims by any third party for loss, damage, expenses suffered, arising out of infringement of any patent, trademark, label, design or application, including software programs and applications by reason of your acts, actions, activities not authorized by the Company or acts, actions, activities undertaken by you against Company's policies, guidelines instructions.

**Intellectual**