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What Learning Can Be

App. No. 19331

April 4, 2014

Mr. Vishal
House No-105 Santosh Nagar, Near Ganga Jamuna Petrol Pump,
Jaipur, Rajasthan

Dear **Vishal Swami**,

Congratulations! We are pleased to appoint you as **Resident Engineer** in **Band - 5**, in our Company i.e. **Educomp Solutions Ltd.**, on a **Fixed Term Contract for 1 year starting from April 05, 2014.** You shall be governed by the rules, regulations and other company policy including without limitation the Educomp Employees Handbook as applicable, enforced, amended or altered from time to time during the course of your employment (the "Company Policy"). The terms and conditions of your appointment are as follows:

1. **APPOINTMENT AND REPORTING:-**
   1.1. You are required to join on or before **April 05, 2014 .**The terms and conditions of appointment shall be effective from your date of joining.

   1.2. You will report to **Mr. Mahendra Singh kachhawaha.** Your reporting is subject to change at the sole discretion of the Company.

2. **INITIAL POSTING, PROBATION AND TRANSFER:-**
   2.1. Your initial place of posting shall be at **Jaipur, Rajasthan**

   2.2. On joining the company you would be on probation for three months. During this period, your employment could be terminated on a 15 days' notice basis. You would also be allowed to resign from the services of the Company by similarly giving a 15 days' notice in writing. After satisfactory completion of probationary period, your services shall deem to be confirmed till the end date of your fixed term contract, unless the contrary to the same is communicated to you in writing. On completion of one year of the fixed contract term, your appointment shall automatically terminate without any payment in lieu of notice, unless extended further in writing.

   2.3. During the period of your employment with the Company, the Company may at any time, in its sole discretion, transfer or depute you to any other department of the Company or to any other subsidiary or affiliate of the company or to any other location of the company. In such event the terms and conditions governing your service shall be those applicable at the location of transfer or those as applicable to employees of such subsidiary or affiliate as the case may be.

3. **EMOLUMENTS AND TAXES:-**
   3.1. Your remuneration will be as per the details provided in **Annexure `A'** annexed hereto.

   3.2. The Company will deduct taxes and other statutory dues as may be applicable from time to time from the remuneration payable to you. You will be personally responsible for your tax liabilities and other dues. The Company shall also be entitled to deduct any other sums as may be recoverable from you from time to time.

4. TERMINATION ON COMPLETION OF PROBATION PERIOD (BEFORE THE END OF FIXED TERM CONTRACT PERIOD):-

4.1. Your fixed term contract will automatically terminate on **April 04, 2015**, if not curtailed in between or terminated earlier. You will be allowed to resign from your services with the Company by giving a clear one month's notice in writing, or by payment of one month's Gross salary in lieu of such notice. The Company likewise would have the right to terminate your services by giving you one month's notice in writing or by payment of one month's gross salary in lieu of such notice. Gross salary would include all allowances and exclude corporate incentive and provident fund. Please note that the Company may immediately terminate your services without any compensation or notice thereof, if you are in material breach of your responsibilities which breach either (i) is incapable of remedy; or (ii) if capable of remedy, has not been remedied by you for at least 5 days after receipt of such notice from the Company. Such material breach would include (a) your failure to comply with or committing breach of provisions contained in any of Clause 6, 8, 10.2 and 10.3 of this appointment letter or (b) breach by you of any provisions of the Company Policy; or (c) any professional misconduct or commission of actions which are not in the interest of the Company.

4.2. In the event of your continuous absence for a period of 7 working days or more, without formal request or permission from management for the same, you shall be deemed to have left and relinquished your service. Such automatic relinquishment of the contract of employment shall be deemed as repudiation of the contract of employment by you and not as a termination of the service by the Company and you shall forthwith cease to be an employee of the Company without any further notice or act from the Company. In case of such relinquishment, the Company reserves the right to claim from you one month's gross salary as mentioned in clause 4.1 above.

4.3. **Background Verification**: You hereby authorize the Company or any external agency hired by the Company to verify your educational, employment antecedents, your conduct and any other background checks prior to your joining the Company or thereafter. Your appointment is contingent upon successful completion of the background check and the Company reserves the right to end your employment should the results of your background investigation not be successful.

5. OTHER BENEFITS:-

5.1. You will be entitled to Provident Fund in accordance with the Rules of Provident Fund Act. You shall however, during your employment remain medically fit to perform the work for which you have been employed. As to whether an employee is medically fit, is an issue which will be professionally determined by the Company and the employee shall be bound by such determination. You will accordingly undergo periodic medical examinations as and when intimated to you by the Company.

6. PROTECTION OF BUSINESS INTERESTS OF THE COMPANY:-

6.1. In order to protect the business and interest of the Company, you shall covenant, promise and undertake that you shall not at anytime during your employment with the Company and for a period of two years after cessation of your employment, engage, directly or indirectly, whether as owner, promoter, director, shareholder, consultant, retainer, advisor, employee or in any other manner, in any business, conduct or action:

a) that is similar to or competing with the business carried out by the Company and or its subsidiaries, affiliates or group companies; or
b) that involves solicitation or acceptance, either on your own account or as agent of any other person, of the custom of any person (particularly the customers/clients of the company) in respect of the business of the Company; or
c) that involves inducing, soliciting or endeavoring to encourage in any manner whatsoever, a person who is an employee of the Company to leave the services or employment of the Company; or
d) that involves inducing, soliciting or endeavoring to encourage in any manner whatsoever, a person/entity/company, who is an existing client(s)/customer(s) of the Company, to dissociate with the Company and associate with the services of any other company (competitor or otherwise); or
e) that uses any trade mark, name or nomenclature used by the Company at any time or any other name that is intended or like to cause confusion with any name used by the Company; or
f) that involves the unauthorized use, disclosure or exploitation of any proprietary or confidential information or data of the Company.

6.2. You shall never engage in or encourage any disparaging or slanderous acts, comments or remarks against the Company which may result in the erosion of the business interest or the loss of reputation and image of the Company and or its business and affairs.

6.3. During the term of your employment you shall not, directly or indirectly, engage in, associate with or have any concern with any competitor of the Company and or undertake any activities which are detrimental to the interests of the Company or could result in any gain, benefit or business advantage to any of the competitors of the Company. Further for a period of two years following cessation of your employment with the Company, you shall not undertake any employment or be associated with any competitor of the Company in any capacity whatsoever.

6.4. By conveying your acceptance to the terms and conditions detailed in this appointment letter, you agree and acknowledge that the provisions of Clause 6.1, 6.2, and 6.3 are reasonable and agreed upon by you for the purpose the protecting the business and goodwill of the Company and that accordingly, these benefits hereof may be assigned by the Company to its successor in title or interest without your consent whatsoever. You also confirm that the payment by the Company of the compensation Amount to you constitutes sufficient consideration for you to agree to such conditions of employment.

7. NON–SOLICITATION:-

7.1. On voluntary / involuntary termination of employment with the company, for a period of two years from the date of termination, you shall not solicit any of the employees/consultants/ representatives/clients/customers of Educomp Solutions Ltd. or any of its group companies directly or indirectly to work elsewhere. In the event of violation of this clause, you would pay Educomp Solutions Ltd. an amount equal to 6 months' gross compensation of the affected employee(s) (gross salary would include all allowances and exclude corporate incentive and provident fund) or any consequential loss suffered by Educomp Solutions Ltd. or any of its group companies, whichever is higher. In addition to the above, the Company also reserves the right to take appropriate legal action and claim damages and other legal remedies in the event of any of the above-mentioned violations.

8. CONFIDENTIALITY OBLIGATIONS:-

8.1. In the course of your assignment with us, and by virtue of the position held by you, you may acquire information, technical or otherwise, including any computer software, which is confidential or proprietary to the Company or it's subsidiaries or affiliates, it's customers, subcontractors or any other person or company having any kind of association or relationship with the Company and/or it's affiliates or subsidiaries (together "Confidential Information"). You shall at all times during your employment with the Company keep and maintain strict confidentiality of such Confidential Information and data that may come to your possession or knowledge by virtue of this engagement, use such information only as may be required in the normal course of your work and shall not disclose or divulge any such information or data, without prior written consent of an authorized officer of the Company. You shall at all times, whether during or after the termination of your employment, act with utmost fidelity and shall not disclose or divulge any such information to third parties or make use of such information for your own benefit or otherwise howsoever. You will not reproduce, store in a retrieval system or transmit in any form or by any means - electronic, mechanical, photocopying, recording, scanning or otherwise - any proprietary/copyrighted material or any information (confidential or otherwise), for your own benefit or for the benefit of any third party, either during the term of your employment or thereafter. Upon expiry or termination of your employment with the Company, you will return and surrender to the Company, all such Confidential Information including without limitation, data, information, files, books, magazines, reports, documents, manuals, audio and video tapes, floppies and discs and any other knowledge databases that came to you or you were entrusted with in the course of your employment and shall not retain any copy thereof in any form whatsoever. You may be required to execute such other or further agreements as the Company or its affiliates or customers may require in this regard, from time to time. Provisions of this paragraph will continue to be valid and binding on you notwithstanding cessation of your employment with the Company.

8.2. You shall not disclose to any public papers, journals, pamphlets or leaflets, or cause to be disclosed at any time, any information or documents, official or otherwise relating to the Company or it's subsidiaries or affiliates, customers, sub-contractors or any other person or company having any kind of association or relationship with the Company and/or its subsidiaries or affiliates, except with prior written approval of the Company.

8.3. It is hereby clarified that for the purpose of this clause, as well as this agreement in its entirety, the term 'Confidential Information' includes the names, lists and identity of the clients/customers of Educomp.

9. RIGHTS AND REMEDIES OF THE COMPANY :-

9.1. By accepting the employment with the Company you agree and acknowledge that, any breach by you of the provisions of Clause 6, 7, 8, or 10 of this letter would result in irreparable injury to the Company for which the Company shall be entitled to claim and recover from you, as damages, the loss that are likely to be caused to or sustained by the Company on account of such breach. The Company shall have the right to recover such damages from any amounts that are due or payable to you by the Company without any objections or demur from you.

9.2. Notwithstanding the foregoing, you agree and acknowledge that any failure to comply with the terms of this letter and more specifically with the terms of Clause 6, 7, 8, or 10 hereof, shall

constitute a material breach by you of your employment terms. In such an event, you hereby consent to any form of administrative remedies, or similar sanctions, which may be available under the Law, for the protection of Trademarks, other intellectual property, of contract, Confidential Information, business interests and other similar rights of the Company.

10. GENERAL PROVISIONS:-

10.1. It shall be the duty of every prospective candidate for employment within the Educomp group of companies to ensure that no illegal monetary payment is made to any employee of Educomp group or any person, whether an employee of Educomp or any third party for the purpose of the prospective candidate getting employment with Educomp group. It shall be the responsibility of the prospective candidate to notify such facts to the Reporting Manager / Department Head / HR Head of Educomp group. In case any such facts are notified at a later date by any employee to the HR department / Reporting Manager / Department Head of Educomp which has not been disclosed by the concerned employee at the time of recruitment, then the same may be considered as a professional misconduct on part of the employee who has given such illegal consideration and also on the part of any other employee who has demanded and received the said illegal consideration and the same shall lead to strict disciplinary action against the said employees resulting in dismissal from employment. All incidents such as this shall be reported to his/her immediate supervisor with a copy to myhr@educomp.com.

The company shall not be liable for any unsolicited payments made or received for serving this employment. The company practices the values of professional ethics, integrity and transparent transactions with regards to all the processes of recruitment.

10.2. As an employee in the full time employment of the Company, you will be obliged to devote your entire time, attention and effort to the furtherance of the business of the Company and to continually develop your professional skills in the interest of the Company and yourself. You shall not, during your employment with the Company, directly or indirectly engage yourself in or devote any time or attention to any employment or business or position of monetary interest, other than that of the Company.

10.3. All intellectual property rights in any work or material developed by you (if any) during the course of your employment shall belong to and be the property of the Company and you confirm that you shall not be entitled to claim any rights over such intellectual property. If required by the Company, during or after the term of this engagement, you shall assign and transfer in favor of the Company or, at the request of the Company, in favor of any of its subsidiary, affiliate, customers or other persons, all intellectual property rights in such works or materials and shall execute such deeds and documents, as the Company may require, to effectually vest in the Company, any of its subsidiary, affiliate or customers as the Company may require, any and all intellectual property rights and benefits in such works or materials. In performance of your duties and responsibilities, you shall not use or infringe any intellectual property properties or rights of any other persons.

10.4. During the course of your employment, if you at any time render yourself incompetent to perform your duties or if you misconduct yourself or be disobedient, intemperate, irregular in attendance, commit any breach of the terms of your employment or of any of the stipulations herein contained or of Code of Business Conduct of the Company or any Company Policy, the Company shall without prejudice to any of its rights under the terms herein contained or as may be available to it,

be entitled to terminate your employment forthwith without notice or payment in lieu of notice and to deduct from your salary or other dues, if any, then payable to you, the amount of any loss the Company may have sustained.

10.5. You will keep us informed of any change in your residential address, your family status or any other personal particulars relevant to your employment.

10.6. You shall be bound by the Company Policy as applicable, enforced, amended or altered from time to time during the course of your employment

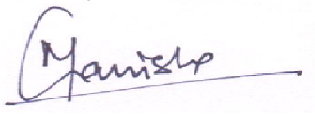
10.7. In case of any dispute, the jurisdiction to entertain and try such dispute shall vest exclusively in a Court of competent jurisdiction in Delhi / New Delhi.

10.8. The terms of this offer detailed above are strictly confidential and should be treated as privileged information between you and the Company.

10.9. You are requested to please signify your unconditional acceptance of this offer by signing and returning to us the duplicate copy of this letter.

We look forward to you joining us at the earliest and wish you the very best in your new assignment. We are certain that you will find this opportunity challenging and satisfying.

Sincerely,



Manisha Sharma,
Vice-President – Human Resources

ACCEPTANCE:
I accept the above mentioned terms and conditions.

Name and Signature: _____

Date of Joining: _____

Place & Date: _____

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Annexure-A

Name – **Vishal Swami**
Designation – Resident Engineer
Band – 5
Department – K-12 - ASG
W.E.F. – April 05, 2014
Location – Jaipur, Rajasthan

Proposed Total Cost to Company (TCTC) Breakup -

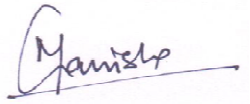
Sr. No.	Components	Amount (INR Per Annum)	Remarks
I. Fixed Components (Mandatory)			
1	Basic	40,446	35% of FCTC
2	PF**	4,854	12% of Basic Salary
4	Bonus	8,089	
II. Flexible Benefits Plan (Optional Basket)			
1	House Rent Allowance	20,223	50% of Basic Salary
2	Supplementary Allowance	29,948	
3	Conveyance	9,600	
4	Telephone & Internet Allowance	2,400	
Fixed Cost To Company (FCTC) (A) = I + II (INR)		**115,560**	
Performance Linked Incentive (PLI) (B)* (INR)		**0**	
Total Cost to the Company (TCTC) = A + B (INR)		**115,560**	

* Payable in the form of Performance Linked Incentive (PLI) at the financial year end at 100% performance during the year.

** PF is the employer's contribution that has been included in the CTC and will be deposited with the PF authorities. An equal contribution from the employee would be deducted and deposited with the RPF office along with employer's contribution as per the regulation under the PF Act.

Mediclaim Insurance – You are entitled for Rs. 1,50,000/- hospitalization coverage per annum. Mediclaim insurance is mandatory for all employees. The premium is calculated based on the age and no. of the dependents and will be deducted accordingly from the TCTC on monthly basis.

GTLI - You are also entitled for Group Term Life Insurance for Rs. 3p,00,000/- which is mandatory for all the employees and the premium x`for the same will be deducted from TCTC annually.



Documents you are required to carry on the day of joining

- Copy of accepted appointment letter
- Three passport size photographs
- Copy of accepted resignation letter / Relieving letter from last employer
- Self-attested copies of educational certificates
- Work experience letters from previous employers
- Copy of last salary slip
- Identity proof
- Copy of PAN card

In case of any queries / clarifications, please get in touch with **Employee Services Team** @ myHR@educomp.com.