**Division: Business Services** 

B-34/3, Sector 59, Noida 301 301, UP, India Tel +91 120 4364200, Fax +91 120 2589688

Registered Office: 806 Siddharth, 96, Nehru Place, New Delhi- 110019, India

CIN-L74140DL1991PLC046369

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Date: April 8, 2021

# **Private & Confidential**

# **Anshuman Singh**

Gurgaon Haryana, India, Haryana, India - 122001

Document ID - f8af6c94-4b25-474b-8d67-e91d00497523

## Dear Anshuman,

- With reference to your application and subsequent interview, we are pleased to make you an offer with HCL Technologies Ltd., BUSINESS SERVICES ("BSERV" or "HCL" or "Company") as Senior Analyst. You are required to report on or before April 30, 2021 at 09:00 a.m., at the address:
  - o HCL Technologies Ltd., BUSINESS SERVICES, Noida SEZ-Tower2-U1-All Floors.
- Your offer is subject to you being **medically fit** at the time of joining the Company. For your pre-employment medical check-up, you are required to contact a registered medical practitioner and obtain a Medical Fitness Certificate which needs to be submitted at the time of joining. If you are found medically unfit, this offer will stand withdrawn forthwith. The decision of the company will be final & binding
- Your annual compensation would be Rs. 440000 per annum. A detailed structure of your compensation will be shared on your joining. Explanation of compensation structure and employee benefits have been detailed out in Annexure B.
- Please note that this **offer is valid till 7 days** subjected to your offer letter acceptance
- You shall be **on probation for a period of one year** from the date of your joining the organization. Permanent employment in the organization shall be considered based on periodic reviews made and on finding your performance during probationary period satisfactory.
- The employee may terminate the contract of employment by giving three (03) months' written notice to the Company. The waiver of notice period fully or partially is at the Company's sole discretion. However, Company will also be entitled to terminate the contract of employment without assigning any reasons thereof by giving three (03) months' written notice or by payment of 3 months last drawn Basic salary in lieu thereof, to the employee. Further, the aforesaid requirement of 90 days' notice may be extended, if mutually agreed by you and the Company.
- In accordance with the authorization on your application, your appointment is subject to your clearance of Background Verification/Reference Check/any other test specified by the client and Signature of the employee



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genuineness of documents or information provided by you to the Company. You are being provisionally offered on the presumption that you have no criminal background as per law of the land and the particulars furnished by you in your Application and/or Bio-data are correct. We will also be contacting your referrals. Please note that this offer is subject to satisfactory references being obtained.

- The company will undertake the background verification / validation process of employees in terms of education, previous employment(s), criminal verification, database and web searches, address verification, claims made against achievements in the resumes/CVs of the employees etc. with the help of a third party as and when required. You would be required to submit photocopies of documents detailed in Annexure A to facilitate the joining and background verification process. The company may also undertake reference check through at least two professional references submitted during the process of selection.
- In case the Prospective Employees fails to submit any document required for conducting background verification, they will not be considered for hiring. If the Prospective Employees fails the background verification, appropriate actions including withdrawal of offer of employment will be taken basis the recommendations given by the background verification team & in line with HCL policies
- You and your family (spouse, dependent children, and dependent parents) will be covered under our comprehensive Medical Insurance scheme/ESI.
- You will be required to declare (Annexure B) at the time of joining any direct relatives who may be working with HCL or any of its subsidiary, group, affiliate companies, direct or indirect competitors. During your employment with HCL BUSINESS SERVICES, if any of your direct relatives are offered by HCL or any of its subsidiary, group, affiliate companies, you would be required to declare the same as and when an offer of employment is made to them. Direct relatives herein include parents, spouse, brother/s, sister/s and children of the HCL BUSINESS SERVICES employee.
- You will be required to declare any direct relatives (as specified in the clause above) who may
  be working in an associated business. Associated business herein refers to businesses, which
  can be a vendor/ customer/direct or indirect competitors to the HCL BUSINESS SERVICES
  business including support functions.
- The company shall be entitled to accept your prospective resignation with effect from a date earlier than the one offered by you and thus relieve you at any time during your notice period as the notice is for the benefit of the management and balance notice period can be waived at any time by the management. In such an event, however, you shall be paid basic salary for the remaining period of your notice. In case the management at your request accepts a shorter period of notice, you shall be entitled to receive your salary only for the actual number of days worked.
- Your resignation shall become effective as soon as the management accepts it. The
  management shall be competent to withhold its acceptance in respect of your resignation in
  case dues are recoverable from you or if you are under suspension and/or disciplinary
  proceedings are pending or contemplated against you or for any other reasons. After having
  elected to resign and given the intimation to this effect, you shall be debarred from withdrawing
  your resignation except with the written permission of the management.

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• The company reserves the right to terminate your services without any cause assigned to the termination. In such a case, the company will pay the terminated employee basic salary as applicable.

- During your employment with the Company, you will be liable to be transferred to any of the offices/ departments /manufacturing units of the Company or of associate companies/ group companies, whether existing or to be set up, anywhere in India or abroad, on the same terms and conditions of employment at the sole discretion of the management. Provided that if you are deputed to any associate/ subsidiary/ group company outside India by the Company, you shall be treated as having bound yourself to serve the Company for the deputation period, and for the stipulated period thereafter, if any, and the same shall be treated as the contract period vis-à-vis this contract of service
- You shall agree to abide by all terms and conditions listed in the Software Asset Management (SAM) Policy at all times. As an employee, you will ensure that software will be installed on the machine only after you have received the requisite approvals for the same. You shall also agree to keep track of the software inventory on your machine(s), and to take necessary corrective actions if any installation is not in accordance with the SAM Policy. You further agree that the company will not accept any liability in respect of any unauthorized use of software and you shall be
- You shall not divulge, communicate or pass on any information, secrets which you may come to possess as a result of your employment with the company to any outsider or to anyone not employed by the company. At all times you shall maintain absolute integrity. You shall not communicate, in any manner, any information regarding your remuneration / terms of employment to any other employee of the company except your immediate superior. Indulgence in such activities or any violation of this norm shall lead to termination of your service immediately.
- You would be initially posted at Noida where you are requested to report to Human Resources
  Group on joining. Upon joining, you will be required to sign a standard undertaking on your
  obligations to conform to organizational discipline, policies and norms.
- During your employment with the company, you will not take up employment elsewhere either part time or otherwise. Besides you will not engage in any commercial activity.
- Your duty hours will be as advised to you by your superiors from time to time but will not
  exceed 48 hours a week. It is expressly agreed that if you fail to perform the work according to
  the scheduled working hours or you resort to stoppage of work, whether alone, or with others,
  you will be entitled to receive salary only in proportion to the working hours during which you
  actually performed work.
- In case you absent yourself from duty for 7 days or more or extend leaves at your own and
  without consent of management beyond originally granted leaves, 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.
- You will be retired from service on attaining superannuation age of 55 years or earlier in case
  you are found physically/mentally unfit to work any longer or for continued ill-health as certified
  by the medical officer/medical practitioner nominated by the Company.

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Please note that no commitments other than what is mentioned in this letter & its annexure(s) will be applicable to you or entertained by us.

You are advised to go through the contents of this offer letter and the annexure(s) before signing the duplicate copy.

With best wishes and looking forward to a mutually fruitful association.

Yours sincerely,

For HCL TECH LTD BPO SERVICES

Amrita Das

Vice President, Head-Global Rewards

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# **DECLARATION**

- I, Anshuman Singh, hereby declare that I have completely understood the contents of the instant Letter and I agree to abide by the below mentioned clauses:
  - 1. Flexible to work in any shifts, process, Centre and location.
  - 2. All the required documents to be submitted on the date of joining.
  - 3. Salary will be subject to revision in case of non-submission of the required experience certificates.
    - Unsatisfactory responses from the previous employment references may lead to reduction in salary or/and termination of employment with us.
  - 4. Non-disclosure of prior experience with HCL will lead to termination of employment.

In case, the aforesaid particulars are found to be incorrect or it is found that I have withheld some relevant facts, HCL Technologies Ltd. –Business Services has the right to withdraw the instant Letter of Offer and/or terminate my employment with immediate effect.

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## **Annexure A**

# <u>List of Mandatory Documents: All Photocopies in A4 Size</u>

- 1. Copies of educational certificates:
  - a) Any proof for Date of Birth.
  - b) 10<sup>th</sup> (mark sheets & passing certificates)
  - c) 12<sup>th</sup> (mark sheets & passing certificates)
  - d) Graduation degree / Provisional certificate & Mark sheets
  - e) PG Degree & Mark sheets ( if applicable )
  - f) Professional certificates ( if applicable)
- 2. Ten colored passport sized photographs.
- 3. Photographic ID Card (like Driving License, Passport etc.)
- 4. Copies of proof of residence (either of the options):
  - a) Driving license or
  - b) Voter registration card or
  - c) Telephone/ Electricity Bill (either in candidate's name or his/ her parents name) or
  - d) Credit Card Bill (in candidates name) or
  - e) Ration Card or
  - f) Bank Statement (in candidates name) or
  - g) Attestation by the Bank Manager.
- 5. Proof of Acceptance of Resignation Letter by your Line HR / Reporting Manager
- 6. Right to work in India (applicable only if, not a citizen of India)
- 7. Salary slip of previous employment

**Note:** It is mandatory to carry the original documents against which the attested photocopies would be counterchecked at the time of joining.

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# List of Essential Documents:

# 1. Relieving Letter / Experience certificates (current and previous employers)

Please go through the contents of this letter of offer and the annexure before accepting it. Your acceptance of the e-offer will be deemed as you have read and accepted all the clauses mentioned here-with.

Besides the above policies **HCL Technologies Ltd. –Business Services** is governed by policies\* which are listed in corporate intranet www.hclbpo.net.

Please bring the <u>originals for cross verification</u> and Xerox copy of the documents to submit listed below essentially on the joining date. Failing to do so can result in extension of the joining date or offer of employment letter with HCL Technologies Ltd -Business Services may stand cancelled.

#### <u>Annexure B</u>

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To facilitate an easy understanding of your compensation structure (Cost to Company, CTC), the various components are explained as following:

### **BASIC SALARY**

The Basic Salary is standard across organization and brought to a certain value of the CTC. Basic salary has an impact on various other components such as the PF contribution, medical insurance cover, Gratuity, HRA etc. and hence has to be balanced so as not to substantially reduce the employee's take home salary.

# **PROCESS ALLOWANCE**

As part of your CTC, you would also be eligible for a process allowance based on the process you are aligned to. Process Allowance will be shown as an annual component in the CTC annexure but the same shall be payable to you on a monthly basis. Process Allowance is payable from the Date of production. In the event of process change, Process Allowance will change accordingly and a new compensation letter to this effect will be issued to you thereafter for your records/reference. The structure and components of your Compensation plan may be changed from time to time in line with the Compensation Policy and practices of the Company.

## **House Rent Allowance (HRA)**

The HRA is payable maximum Up to 100% of the Basic Salary and paid monthly. This includes the Company Leased Accommodation value. For those who are not staying in a rented accommodation, can declare the same in the system post joining and this amount would be paid as taxable component.

# **Advance Statutory Bonus**

Applicable where monthly gross does not exceed INR 21,000 (excluding variable component) as per the Payment of Bonus Act.

## **Holiday Allowance**

Holiday Allowance is payable maximum up to INR 50,000 spread over 12 months.

# **Food Allowance**

Food Allowance is payable up to a maximum of INR.750/- per month in line with cafeteria expenses.

## **Food Wallet:**

Food Wallet is a voluntary benefit and is applicable for payments related to food and non- alcoholic beverages only. Once enrolled, the benefit should be availed within HCL Cafeterias or food joints outside HCL campus which serves only food and non-alcoholic beverages. This Food Wallet cannot be used in any other outlet other than designated food outlet.

# **Compensatory Allowance**

Compensatory Allowance is a buffer component that adjusts the amount of CTC against all other fixed components.

Signature of the employee



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## **Medical Insurance**

Some of the salient features of the Group Health Medical Insurance policy are as follows

- The policy covers Hospitalization expenses and Maternity expenses.
- By default, the employees (who are not covered under the ESI Act, 1948] will be mandatorily covered under the benefit. The benefit will also be available to cover Spouse, dependent children, dependent parents/in-laws, dependent brothers who are unemployed but below the age of 25 and sisters (unmarried & unemployed), additionally, by declaring them as dependents and on confirming that they are NOT covered under any other employer-sponsored medical scheme (e.g., Central Government Health Scheme) and that they are wholly or substantially dependent on you for their medical needs.
- The premium payable depends on the dependants declared.
- The hospitalization coverage limit will be same as defined in compensation structure.
- Company reserves the right to amend the benefit plan and shall keep all employees informed/updated.
- You may refer 'Medical Insurance policy' for further details.

## Coverage under ESI:

Applicable where monthly gross does not exceed INR 21,000 (excluding variable component) as per the Payment of Bonus Act.

The employee will be covered under Employee State Insurance Scheme in accordance with the applicable norms and amendments made during time to time or any further amendment which may come into force during the employment tenure under **Employees' State Insurance Act, 1948**. Employees covered under ESI would not be covered by default under HCL's medical insurance benefit. Option to enroll under medical insurance is available as well; however, in such a case, the additional cost of annual medical premium has to be borne by the employee as per terms and conditions elucidated under Medical Insurance policy.

\*The employee & employer contribution will be payable as per current prescribed rates under ESI Rules.

• Employer's contribution to Provident Fund: As per statutory requirements, an employee has to contribute 12% of the basic salary towards Provident Fund (PF). HCL contributes matching amount to PF. Out of employer's contribution, 8.33% of monthly basic or INR. 1,250/- whichever is lower is remitted to PF authorities towards Employees' Pension Scheme (EPS). All employees are thereby eligible to draw pension after superannuation, except those who had opted out of EPS as per Form-11 declaration.

\*The percentage and amount is in compliance with the current PF Act.

#### Gratuity

As per statutory requirements, it is employer's statutory liability to pay 15 days' Basic salary (15/26 of a monthly Basic) for every completed year of service to each of his employees on their exit, for any reason after five years of continuous service, subject to maximum limit of INR 20.00 lakhs.

We look forward for you being an integral part of this arduous yet fulfilling journey towards excellence and growth and hope our relationship will go a long way!

#### **Disclaimer**

You will be liable to pay all applicable taxes on your income as per the local laws. You will also be responsible for filing your personal Income Tax returns. You acknowledge that the Company is not in any way influencing, guiding, suggesting on aspects of taxation or tax saving measures in any form and that the same is individual's decision / personal choice.

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Please note that all components mentioned above may or may not be a part of your compensation structure. HCL reserves the right to alter, append or withdraw the benefits extended either in part or in full based on management's discretion.

Cheers!!