

HCL TECHNOLOGIES LTD.

Corporate Identity Number: L74140DL1991PLC046369

A 10-11, Sector 3, NOIDA 201 301, UP, India.

T: +91 120 4013000 F: +91 120 2526907

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

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OFFER CUM APPOINTMENT LETTER

October 16, 2018

Santosh Kumar Gupta
Faridabad-121001
Faridabad, Uttar Pradesh

Dear Santosh Kumar Gupta,

Congratulations! With reference to your application and subsequent interview with us for a career in our organization, we are pleased to inform you that you have been selected for employment in HCL Technologies Limited (herein referred as "HCL" or "Company") we are pleased to inform you that you have been selected for employment in our organization as **Senior Consultant**.

In the coming year, keep aspiring for change and be known for your thoughts and your work; be the catalyst that this fast changing world needs; keep sharpening your skills and investing in yourself; and last but not the least – keep your work and life in perfect balance, because that is the prerequisite for success.

We take this opportunity to thank & appreciate your decision to join HCL. You are requested to join us on or before **December 31, 2018**.

You will be on probation for a period of **12 months** from the date of your joining. Your compensation would be as outlined in a separate document "**Salary Structure**". The general terms and conditions governing your employment are outlined in **Annexure II**.

On the date of joining, you would be required to furnish photocopies of the original documents and other listed information in **Annexure III**. Please note that the submission of all the documents is mandatory to facilitate joining, background verification / validation and appointment process at HCL. **Annexure I** provides details on the various compensation components and selected benefits that we offer you as a part of the HCL family.

As confirmation of your acceptance, please sign the duplicate copy of this Offer cum Appointment Letter and Annexure and submit the same within 7 days to at the address given below:

Recruiter: Janani B
Recruiter Address: HCL Technologies Ltd
Chennai

This offer will be valid subject to successful clearance of your pre-employment background verification check conducted by HCL. Your written consent and requisite copies of documents is necessary to complete the pre-employment check. You are requested to complete the submission of requisite documents for pre-employment background check within two business days from the date of acceptance of our offer of employment. Your cooperation is solicited in this regard to enable us complete the necessary pre-employment check on time and enable you on-board us.

Any change in the date of joining needs to be communicated to the concerned recruiter at least one week in advance.

Looking ahead, we see exciting times – we look up to you to provide impetus in accomplishing our mutual endeavor of being the best in the business of IT Services. Welcome to our Organization! We look forward to a mutually fruitful association.

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For **HCL Technologies Limited,**

AMRITA DAS (40206967)

ASSOCIATE VICE PRESIDENT - GLOBAL PERF.



Amrita Das

Associate Vice President, Head-Global Rewards

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ANNEXURE I

EXPLANATION OF COMPENSATION STRUCTURE AND EMPLOYEE BENEFITS

To facilitate an easy understanding of your compensation structure (Cost to Company, CTC), the various components have been categorized under the following broad heads:

- ✚ Basic Salary
- ✚ Monthly Allowances
- ✚ Flexi Basket
- ✚ Variable Pay
- ✚ Retirals & Insurances Benefit

The details for each component falling under these heads 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.

MONTHLY ALLOWANCES

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

FLEXI BASKET

Flexi basket is a part of your CTC and has been allotted to cover expenses related to the following:

- Car lease rental reimbursement
- Fuel and Car Maintenance charges reimbursement
- Leave Travel Assistance / Allowance
- Flexi Allowance

The reimbursement limits for the above components as defined in your compensation structure needs compliance.

- **Car Lease Rental Reimbursement:** We have an attractive Car Lease Scheme, according to which you can avail of the following facilities:
 - You can select the model of the car within the limit prescribed in the scheme

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- Lease Plan (a Third-Party vendor) will help you with the processing of the papers and other formalities
- The lease value upto maximum limit as prescribed in your flexi basket will be debited to your CTC

By default car lease rental will be paid as part of monthly salary and treated as a taxable component, unless declared.

- **Fuel and Car Maintenance charges reimbursements:** You are entitled to reimbursement of fuel expenses and maintenance charges (wrt repairs, spare parts, annual vehicle insurance etc.,) on your car to a limit as prescribed in your flexi basket. For claiming this, you will have to submit original bills on a monthly basis or as and when you wish to get this amount reimbursed. By default Fuel and Vehicle Maintenance would be treated as reimbursement.

Fuel and car maintenance reimbursements can be availed even if you do not have a car under the company **Car Lease Scheme**. However, Car Lease Rental can only be claimed if you opt for the car under company Car Lease Scheme; else this amount will be paid to you as a taxable allowance.

- **Leave Travel Assistance (LTA):** LTA amount is as per the amount mentioned in your flexi basket. The procedure for claim will be as per the existing LTA rules. By default LTA would be treated as reimbursement.

Employee may change/ declare if they wish to opt to take LTA and Fuel / Vehicle Maintenance as monthly taxable component.

Any spill over in the amounts of different components of flexi basket is not permissible

- **Flexi Allowance:** Any unclaimed amount in the Flexi Basket will be paid to you at the end of the year as flexi allowance.

Also on the basis of a declaration, employee can claim part of overall flexi basket as monthly flexi allowance over the year as well.

VARIABLE PAY

The scope of "Variable Pay" in your compensation structure will be governed based on your "employee group" in HCL.

Performance Bonus (PB): PB is an annual component (payable year-end), payout of which will be based on the bonus plan.

Please note that the quantum of payout will be based on the current year's bonus plan guidelines. The amount mentioned in your letter is the total earning potential; the payout could vary from 0% to 100%. This will be calculated based on your individual contributions against the Key Performance Parameters (KPP) as well as the company's performance.

To be eligible for the payout, you need to be active on the rolls of the company at the time of reward distribution as per our performance review and reward cycle.

Engagement Performance Bonus (EPB): Engagement Performance Bonus is a variable component payable on a monthly basis. This component allows employees to participate and take control of delivery excellence in their respective engagements. Payout of EPB will be based on EPB guidelines as applicable to the respective engagement.

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RETIRALS & INSURANCES BENEFIT

You and your dependants will be covered under Social Security as per the law and Insurance Benefits policy offered by the company. The amount mentioned under 'Insurance and Medical Benefits' in your compensation structure is applicable towards various insurances (Medical Insurance, Term Life Insurance, Personal Accident Insurance).

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 dependants 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:** 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

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on their exit, for any reason after five years of continuous service, subject to maximum limit of INR 20.00 lakhs.

- **Term Life Insurance (including EDLI):** At HCL, you will be covered under the Term-life Insurance which provides safety net to family in case of death of the employee due to any reasons. The applicable amount is mentioned in your offer letter.
- **Disability Insurance:** You are also covered against any permanent or partial disability that may arise due to an accident. The amount payable by Insurer for a disability shall depend on nature of the disability. The amount mentioned in your offer letter is the maximum amount paid by Insurer as per the nature of a disability. You may refer 'Personal Accident Insurance' policy for further details.

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.

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!!

ANNEXURE II

Welcome aboard...

It is often said that an organization can grow only if it empowers its employees to grow! At HCL, we consciously realize this fact and have developed a five-fold path for individual enlightenment that not only covers basic monetary benefits for HCLites, but also takes care of their professional growth by providing empowerment, knowledge, recognition, transformation and support.

Following are the terms and conditions that refer to our offer of employment to you, this is to be read in conjunction with the offer letter as attached.

GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

1. Location

As you are aware that HCL is coming up with IT/ITES SEZ Operating Units in some cities; till the time SEZ campus becomes operational, you may be assigned to another facility in the city of posting - Noida.

2. Medical Check up

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Your employment is subject to you being declared medically fit by the company doctor.

3. Increments and promotions

Your growth in terms of role, compensation etc. in the company will solely be based on your performance. Unless notified in writing, you will be deemed as "confirmed" on completion of your probation period i.e. 12 months from date of joining. Subsequently, your annual performance appraisal and compensation review will be aligned and effected from the first day of the subsequent quarter thereafter.

4. Notice Period/ Separation

Your employment with the Company can also be terminated either by the Company or by you by giving the other party **three months** advance notice. If the Company terminates the employment and decides to relieve you before the completion of the notice period, the "Basic" component of the salary for the balance notice period would be paid to you. If at your request, the Company agrees to relieve you before serving the full notice period, you will be liable to pay the Company the "Basic" component of the salary for the balance notice period. However, please note that accepting any such early relieving request would be entirely at the discretion of the Company.

On termination of your employment for any reason, you shall comply with the Company's termination procedures, sign all documents and return all Company property. The Company will not be bound to pay the dues, if any, till you have completed all the separation procedures.

5. Agreements

You may be required to sign necessary agreements with the Company or any other client as required and complete various formalities as per the agreements at the time of joining and during the tenure with the company.

You may also be required to sign other Agreements with the Company, as the Company may decide from time to time, in order to secure the interests of the Company as also to ensure your performance and adherence to all terms, conditions, rules and regulations of the Company.

6. Background and Reference Check

- 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 III 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.

7. Working Hours

You will be governed by the normal working hours as existing in the company. You may be required to work in shifts and/or in extended working hours, as permitted by law, if required as per business needs. The same are subject to change from time to time.

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8. Mobility

The Company may require you to perform duties and undertake assignments for the Company in any part of India or abroad, whether at the Company's premises or that of its customers/clients. You are also liable to be transferred to any office or branch of the Company anywhere in India or abroad. During deputation to any customer/client's premises you shall abide by the terms and conditions pertaining to such premises.

9. Deputation/ Transfer

Company may also depute you to work with any of the Group Companies or transfer your services to any Group Company. On such transfer of your employment, the present terms and conditions will cease and the employment will be governed by the terms of employment of the Company you are transferred to. You shall however be entitled to continuity of service.

10. Retirement

You will retire from service on attaining superannuation at the age of 55 years.

11. Other benefits

You shall be eligible for other benefits related to leaves, perquisites etc. in accordance with the prevailing terms of employment in the Company. Notwithstanding the above, the Company reserves the right to change the above-mentioned benefits as and when it deems necessary and you will be notified accordingly.

12. Correctness of the Details Furnished

You have been appointed on the presumption that the particulars furnished in your application and resume are correct. In the event the said particulars are found to be incorrect or that you have concluded or withheld some other relevant facts, your appointment with the Company shall stand terminated/cancelled without any notice.

13. Data Protection:

- a. The Employee consents to the holding & processing of personal data provided to the Employer for all purposes of the administration and management of his/her employment and/or the Company's business.
- b. The Employee hereby agrees to his/her personal data being collected & the same being transferred, stored and processed by the Company in India and any other countries where the Company, its Group Company and Company Clients have offices, in accordance with the applicable laws.
- c. The Employee also agrees that the Company may make such data available to its advisors, other agencies, such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and various regulatory authorities.
- d. During employment, the employee will have the right to amend/modify/alter his/her personal information. The employer will exercise all reasonable diligence for safeguarding personal information, as have been disclosed by the employee. It is clarified that the said obligation will not be applicable in case of legally compelled disclosures.
- e. The Employee further acknowledges and agrees that the Employer may, in the course of business, be required to disclose personal data relating to him/her, after the end of his/her employment to any group/statutory bodies/authorities as required under applicable law/requirements. However, any personal data, which is no longer required, will be deleted without undue delay.

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14. Other Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of HCL as applicable to you and the changes therein from time to time.

Further, during the period of your employment with HCL, you will be required to inter alia comply with the Company's Code of Business Ethics & Conduct, Anti Bribery & Anti Corruption, Business Gift and Entertainment Policy and failure to do so shall entitle HCL to take appropriate disciplinary action which may lead & include upto termination of your employment with HCL.

You agree not to undertake employment whether full time or part time, as the Director/ Partner/member/employee of any other organization or entity engaged in any form of business activity without the consent of HCL . The consent may be given subject to any terms and conditions that the company may think fit and may be withdrawn at the discretion of the company.

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Annexure III**LIST OF DOCUMENTS/INFORMATION TO BE SUBMITTED ON DATE OF JOINING TO FACILITATE JOINING, BACKGROUND VERIFICATION / VALIDATION AND APPOINTMENT PROCESS AT HCL TECHNOLOGIES.****LIST OF DOCUMENTS/INFORMATION TO BE SUBMITTED TO FACILITATE JOINING, PRE-EMPLOYMENT BACKGROUND VERIFICATION / VALIDATION AND APPOINTMENT PROCESS AT HCL TECHNOLOGIES.****PRE-EMPLOYMENT BACKGROUND VERIFICATION**

S.No.	Particulars (To be submitted to the Recruiter)
1	Highest Qualification. Degree Certificate, All Mark sheets
2	Permanent/Current Address proof – Passport, Ration Card, Voter ID. Driving License, UID unique Identification card.
3	Previous Employer – Relieving and Experience Letter with Employee ID Number
4	A duly filled and signed copy of the BG Form and CID form

Additional documents (To be submitted on request)

- Highest Qualification- Admit card, college and university official's (Registrar and Director) detail
- Previous Employer – Direct HR Contact, PF account details, bank statement showing salary transfer and Form 16, If company is active, employer's active address.

Things to Remember

- The information provided in Resume and background verification form must be same.
- Information provided in background verification form must be accurate.
- Period of stay mentioned in the background verification form should be correct and in continuation (without any GAP).
- Any Gap in Employment or Education must be informed explicitly to the recruiter.
- Additional document can be requested to clear background verification therefore to avoid delay it is advisable to submit these documents along with the mandatory documents.

DOCUMENTS NEEDED FOR JOINING

S.No.	Particulars
(A)	One Set of Photocopy of Following Documents
1	Date of Birth Certificate
2	Copy of PAN Card or acknowledgement slip of Form 49, if applied for PAN No.
3	Copy of full set of offer letter and CTC with all pages self attested on all the pages. The offer letter should be digitally signed and accepted.
4	Professional/ Educational Certificates and Mark sheets
	10th std or equivalent mark card and certificate
	12th std, diploma or equivalent mark card and certificate
	Graduation mark card and certificate
	Post Graduate certificate mark card and certificate
	Other relevant skill/ educational certifications

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5	Experience Letter (s) from all your PAST employers including details of period of employment
6	Latest Pay-slip / Salary Certificate from the last two employers
7	Passport - All non-blank pages (if applicable)
8	Permanent & current Residential address proof (Ration Card / Voter ID Card / License Copy etc.,)
9	Five COLOUR PHOTOGRAPHS with WHITE BACKGROUND (Name & blood group to be mentioned at the back of photographs). - Passport Size
10	Previous Employment PF Account No. And Pension Account No with complete address of PF Trust (In case joiners wish to Transfer their PF)
11	Bank Account No. (ICICI/HDFC/ AXIS/CITI/Standard chartered) (If Any)
12	Joiners family (Parents, Spouse, Children) details including their DOB
13	Blood Group of Self and Family
14	Aadhar card copy
(B)	Two Sets of Photocopy of Following Documents Resignation/ Relieving letter of last 2 employers

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Annexure IV

You are required to report to HCL Onboarding Team for completing joining formalities on the day of joining by 9:00 a.m. at your respective location of joining as following

Location of HCL Onboarding Team for joining formalities:

Location	Address
NCR (Noida & Gurgaon)	HCL Technologies Ltd. B-39, Sector 1, NOIDA Near Indian Oil Building & Sector 15 Metro Station
CHENNAI	HCL Technologies Limited - SEZ Unit -2 (SDB2 Building), ELCOT – Special Economic Zone, 602/3, Shollinganallur Village, Shollinganallur – Medavakkam High Road, Chennai- 600 119.
BANGALORE	HCL Technologies Ltd. "Surya Sapphire", Plot # 3, 1st Phase, Hosur Road, Electronic City, Bangalore - 560100 Tel: +91-80- 66267000 Direct number: is (080)-66267782.
KOLKATA	HCL Technologies Ltd. Level-IV, Building –AIII Unitech Infospace, DH Street, Rajarhat, Kolkata- 700091
HYDERABAD	HCL Technologies Limited, Special Economic Zone, Phoenix Infocity Pvt. Ltd., H-08;Level-2 & 3, HITEC CITY 2 -Survey No.30,34,35 & 38, Madhapur, Hyderabad-500 081 Phone : + 91-30941000
Pune	HCL Technologies Ltd. Blue Bell, Tower 7 , Level Upper , Ground Floor , (Wing A&B) Magarpatta, SEZ , Pune- 411013 Tel :91 -20-30910001 Fax: 91-20-30910008
Mumbai	HCL Comnet LTD,Arena House Ground floor, Road no12 MIDC, Andheri East Opp. Goldfinch Hotel Mumbai – 400093
Lucknow	SDC-01, Induction Room, 2nd Floor, HCL IT City, Chack Gajaria Farms, Sultanpur Road Lucknow Uttar Pradesh 226002

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You
agree

Madurai

**HCL Technologies Ltd, SEZ- Unit-1, Tower 1, ELCOT
Special Economic Zone, Survey No. 1/2 , 1/3 , 1/19 ,
1/20 ,4/1 ,2/1 ,2/2 ,4/2 and 5, Plot No. 5&7 ,
Ilandhaikulam Village, Madurai 0- 625 020**

shall
that

the expense(s) mentioned above, if committed during the recruitment process and incurred by the Company at the time of joining or thereafter, shall be treated in your name as an advance for a period of 2 (two) years from the date of your joining and will be recovered from you in case of your separation from the organization within two years from the date of joining.

The taxability of the above components will be in accordance with the income tax rules applicable at the time of payment.

In event of you having to relocate from another city the Company will provide accommodation for yourself and immediate family at the company guest house for the initial 15 days, the cost of which will be borne by the company. Any extension of the guest house accommodation will be subject to availability of rooms and approval from the reporting manager. The cost for the extended days of stay will be borne by you.

This offer and Appointment letter with all the enclosures of Annexures is completed in all respects and it is clearly understood and agreed that there is no other commitment or understanding. The above mentioned commitment will not be paid if it is not claimed within 6 months of joining.

For HCL Technologies Limited

AMRITA DAS (40206967)

ASSOCIATE VICE PRESIDENT - GLOBAL PERF.



Amrita Das

Associate Vice President, Head-Global Rewards

Signed & Accepted:

Date: