

**OFFER CUM APPOINTMENT LETTER**

**November 5,  
2014**

**Ghanshyam Jaiswar**  
**Noida**  
**Noida, Uttar Pradesh**

Dear Ghanshyam Jaiswar,

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 our organization as **TECHNICAL LEAD**.

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 Technologies. You are requested to join us on or before **January 8, 2015**.

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 Technologies. **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: Shaik Mohamed Rawther Syed Mohamed Kabeer**  
**Recruiter Address: HCL Technologies**  
**AMB -5,**  
**Amb. Ind. Estate, 73 & 74**  
**Chennai**  
**Tel: 044- 43935114**  
**[www.hcltech.com](http://www.hcltech.com)**  
**[www.hcl.com](http://www.hcl.com)**

This offer will be valid subject to successful clearance of your pre-employment background verification check conducted by HCL Technologies. 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 onboard 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.

For **HCL Technologies Ltd. ,**  
**ANAND RAJAGANESAN (51318222)**  
**VICE PRESIDENT - REWARDS, C&T MANAGEMENT**





# Rewarding Performance



# Rewarding Performance

## 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
- ✚ Social Security & Health Benefits

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 125% 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..
- **City Compensatory Allowance (CCA):** CCA is a work location based monthly component to adjust cost of living expenses on the basis of specified locations. CCA component is subject to change for an employee in the event of relocation between different zones / locations max. limits of payout will be as follows:

Zones	Cities	INR/month
Zone A+	Noida, Gurgaon, Delhi, Chennai, Bangalore, Mumbai	8500
Zone A	Pune, Hyderabad, Kolkata	7000
Zone B	Jaipur, Nagpur, Lucknow, Coimbatore, Madurai etc	5500

- **Conveyance Allowance:** Conveyance Allowance is payable max. upto Rs.2000/- per month
- **Advance Statutory Bonus:** Applicable where monthly gross is less than INR 10,000 (excluding variable component and HRA) as per the statutory norms.
- **Medical Allowance:** Medical Allowance is paid on a monthly basis at the rate of Rs.2000/- per month. The same will be exempted from tax to a limit of Rs.15,000/- annually on submission of medical bills towards money spent.



## Rewarding Performance

- **Special Allowance:** Special 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
  - 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 Technologies.

**Deployment Allowance (DPA) / Performance Incentive (PI):** DPA / PI component effectively synchronizes "pay and progression" with "effective deployment". This is a monthly component and the payout will be based on



## Rewarding Performance

"deployment status" - Employees not deployed and/or categorized as needs improvement in performance will not be eligible for the payout of this component.

**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.

### SOCIAL SECURITY & HEALTH BENEFITS

#### **Group Hospitalization (Medical Insurance) Premium**

Employees and their families will be covered under various Social Security and Health benefit schemes offered by the company. A default amount of 100% of monthly basic (with premium up to a maximum of INR 30,000) is contributed from your CTC for the same; further details are provided in Annexure I.

Some of the salient features are as follows:

- The scheme **covers Hospitalization Expenses, and Maternity Expenses.**
- By default the employee will be mandatorily covered under the scheme. The scheme will also cover **Spouse, dependent children, dependent parents, dependent brothers who are unemployed but below the age of 25 and unmarried sisters**, additionally, on the basis of an affidavit by the employee, giving their name, age, and 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 the employee for their medical needs.
- The **hospitalization coverage** will be same as defined in compensation structure.
- **Employer's contribution to Provident Fund:** As per statutory requirements, an employee has to contribute 12% of the basic salary towards Provident Fund. The employer also makes a matching contribution towards the fund. Out of the 12% employer's contribution, 8.33% (to a maximum limit of Rs.541/- per month) is remitted towards Employees Pension Scheme. All employees are thereby eligible to draw pension after superannuation.
- **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's service to each of his employees on their exit, for any reason after five years of continuous service, subject to maximum limit of Rs. 10.00 lakhs at present.
- **Term Life Insurance (including EDLI):** At HCL, you will be covered under the Term-life Insurance Policy which provides safety net for your family in case of death of the employee due to any reasons; you will be covered for Rs. 25 Lakhs. Apart from this, you are also covered against any permanent or partial disability that may arise due to accident.

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



## Rewarding Performance

*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!!**



# Rewarding Performance

## 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 - Gurgaon.

#### 2. Medical Check up

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





## Rewarding Performance

The company will undertake the background verification / validation process of employees in terms of education, previous employment(s), 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.

### 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.

### 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. Other Rules and Regulations of the Company

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

Further, during the period of your employment with HCLT, 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 HCLT to take appropriate disciplinary action which may lead & include upto termination of your employment with HCLT.

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 Technologies Ltd. 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.





# Rewarding Performance

## 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.**

<b>LIST OF DOCUMENTS/INFORMATION TO BE SUBMITTED TO FACILITATE JOINING, PRE-EMPLOYMENT BACKGROUND VERIFICATION / VALIDATION AND APPOINTMENT PROCESS AT HCL TECHNOLOGIES.</b>	
<b>PRE-EMPLOYMENT BACKGROUND VERIFICATION</b>	
<b>S.No.</b>	<b>Particulars (To be submitted to the Recruiter)</b>
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
<b>DOCUMENTS NEEDED FOR JOINING</b>	
<b>S.No.</b>	<b>Particulars</b>
<b>(A)</b>	<b>One Set of Photocopy of Following Documents</b>
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, 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
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	Three 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) (If Any)
12	Joiners family (Parents, Spouse, Children) details including their DOB
13	Blood Group of Self and Family
<b>(B)</b>	<b>Two Sets of Photocopy of Following Documents</b>
14	Resignation/ Relieving letter of last 2 employers



# Rewarding Performance

## Annexure IV

You are required to report at the EHS (Employee HR Services) desk for completing joining formalities on the day of joining by 9:00 a.m. at your respective location of joining as following

### Location of EHS (Employee HR Services) desk for joining formalities:

Location	Address
<b>NCR (Noida &amp; Gurgaon)</b>	HCL Technologies Ltd. B-39, Sector 1, NOIDA Near Indian Oil Building & Sector 15 Metro Station
<b>CHENNAI</b>	HCL Technologies Limited - SEZ Unit -2 (SDB2 Building), ELCOT – Special Economic Zone, 602/3, Shollinganallur Village, Shollinganallur – Medavakkam High Road, Chennai- 600 119.
<b>BANGALORE</b>	HCL Technologies Ltd. "Surya Sapphire", Plot # 3, 1st Phase, Hosur Road, Electronic City, Bangalore - 560100 Tel: +91-80- 66267000 Direct number: is (080)-66267782.
<b>KOLKATA</b>	HCL Technologies Ltd. Level-IV, Building –AIII Unitech Infospace, DH Street, Rajarhat, Kolkata- 700091
<b>HYDERABAD</b>	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



# Rewarding Performance