



genpact

Transformation
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ITO075756-8063533

Genpact Proprietary

Private & Confidential

Date: February 5, 2024

Dear Hari Mohan Prajapat

Sub: Offer Letter

We are pleased to offer you an appointment with Genpact India Pvt. Ltd. ("Company") as a **Lead Consultant** under the following terms and conditions:

1. Your Cost to the Company (CTC) will be **INR 1,900,000.00/-** per annum. The components of your salary are provided in Annexure II and would be governed by Company policies as amended from time to time. In addition to the salary components indicated in Annexure II, you shall also be entitled to the following benefits as per applicable Company Policies & rules during your tenure with Genpact India:

- Genpact pays bonus to all its employees based on performance/ productivity in lieu of profit based bonus under the Payment of Bonus Act, 1965 ("PBA"), if applicable. Your bonus entitlement during an accounting year may comprise of different categories of bonus payouts, including annual performance bonus ("APB"), variable incentive payout ("VIC") (if applicable) and other bonus payouts (if any) as communicated to you by the Company from time to time and based on parameters that Genpact will determine. In the event the PBA is applicable to you, then by accepting this offer of employment you acknowledge that this letter constitutes an agreement between you and Genpact under Section 31A of the PBA.
- Medical insurance covering hospitalization expenses of up to **INR 100,000.00/-** each for you and up to three of your dependents defined as per Company medical insurance scheme. Only spouse and children can be covered as dependents.
- Personal Accident Insurance of up to 3 times of your Annual Fixed Cost to the Company or **INR 2,500,000.00/-** (whichever is higher) for Permanent / Temporary Disablement.
- Group Term Life Insurance cover of 3 times of your Annual Fixed Cost to the Company or **INR 2500000/-** (whichever is higher)
- Additional Life Insurance Cover as part of Employee Deposit linked Insurance (EDLI) Scheme - As per act.

2. You will also be reimbursed business related expenses incurred in accordance with relevant Company policies as applicable from time to time. The specific amounts for these expenses will depend on the nature and scope of your duties, and will be conveyed to you at the time of accepting this assignment.

3. Your initial place of work will be **India>Bangalore>Bangalore Salarpuria IN - Office**. However, your services are transferable, and you may be assigned, after reasonable notice, to any location in India or abroad where Genpact conducts business. While on transfer you will be governed by the rules, regulations and conditions of service of that location.

Genpact India Private Limited

CIN: U73100DL2005PTC307363

Regd. Off.: 12A (Ground Floor) Prakash Deep Building 7,
Tolstoy Marg, New Delhi-110001



4. The Company will be working 7 days a week, twenty-four hours a day. You will be expected to attend office - except while travelling on business – as assigned to you by your supervisors and as per applicable laws in force. Weekly offs will be governed as per applicable regulations & Company policies.
5. You shall be required to provide documents and information as set forth under Annexure I of this letter.
6. You will be entitled to leaves subject to prior approval of your supervisor/manager at the Company. Your leave entitlement and accumulation/carry-forward of leave and related aspects will be governed as per the existing Company Policy on the subject.
7. Your appointment has been done after an extensive process for an important position which requires your skills and experience. This appointment may come to an end at the instance of either party by giving the other a notice in writing for three months. Your relieving from the services of the Company would be contingent upon successful serving of the full and complete notice period. Failing to do so would entitle the Company to recover damages for all losses caused due to any shortfall in serving of the full and complete notice period. The Company in addition to its rights to recover damages will not furnish a relieving letter in case of shortfall in the notice period unless such shortfall has been signed off by the appropriate person in the Company. In exceptional situations the Company reserves the right to waive off notice period at its sole discretion.
8. Genpact reserves the right to terminate your employment without notice on grounds of breach of policy, misconduct or where your performance has been found to be unsatisfactory.
9. Absence for a continuous period of eight days without prior approval of your supervisors (including overstay of leave/ training) can lead to your services being terminated without notice.
10. You will automatically retire on attaining the age of 60 years.
11. Whilst employed by the Company:
 - You will not be permitted to undertake any other full time or part time employment or engage in any external activities of a commercial nature without prior written approval.
 - You will be required to effectively carry out all duties and responsibilities assigned to you by your supervisors and others authorized by the Company to assign such duties and responsibilities. Your performance evaluation will be done periodically by your supervisors as per the Company appraisal system
 - Except in the ordinary course of your employment you shall not divulge to any third party any information regarding the affairs or business matters of the Company or information regarding its customers without prior written approval. All information that comes to your knowledge by reasons of your employment with the Company is deemed to be confidential and any breach thereof, shall be deemed to be a violation of Company policies and treated in accordance with clause 8.



- You confirm that there is no litigation /conviction against you before any Court of law which involves any criminal offence or offences involving moral turpitude.
- You confirm that you have disclosed fully all of your business interests to Genpact whether or not they are similar to or in conflict with the business (es) or activities of the Company, and all circumstances in respect of which there is, or there might be perceived, a conflict of interest between Genpact and you or any immediate relatives. Also, you agree to disclose fully and immediately to the Company any such interests or circumstances which may arise during your employment.
- You will be required to apply and maintain the highest standards of personal conduct and integrity and keep yourself informed and comply with all Company policies and procedures.
- In the event you resign from the services of the company or your employment with the company is terminated for any reason whatsoever within 12 months of your date of joining the company, you will be required to refund all relocation and related expenses, notice period reimbursement, if any that may have been paid or reimbursed to you by the Company.

12. Any violation of the above mentioned or any other Company procedures and policies would attract action as per Company's disciplinary policy in force, including and up to termination. In the event of termination by Company on account of breach of disciplinary policy, the Company will not be liable to pay any amount in lieu of notice.

13. Upon separation from the Company on account of either resignation or termination, you shall immediately return to the Company all the assets and property (including any leased properties) of the Company including documents, files, books, papers and memos whether in hard or soft copy which is in your possession or custody.

14. The Company shall, at its discretion, conduct background, reference and medical checks including screens for substance use as per company policy and this offer is conditional upon the result of such checks. In the event the results of such background / reference checks or screens for substance use are unsatisfactory on any account, the Company may, in its sole discretion, revoke this offer at any time.

15. You are required to submit your relieving letter in original from your previous employer (if applicable) within 60 days of your joining the Company failing which your employment with the Company shall be liable for termination without prior notice

16. Any and all disputes arising in connection with the appointment letter and services shall be referred to arbitration which shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 by a Sole Arbitrator in accordance with the Arbitration and Company The venue of the Arbitration shall be **New Delhi** and the language shall be English. You agree to submit yourself to the exclusive territorial jurisdiction of court at **New Delhi**

17. All terms and conditions will be governed by the Company's policies as stated from time to time and the Company may in its sole discretion as it deems fit revoke or change such Policies. The terms of this offer shall be kept strictly confidential. You shall execute all other documents as may be required to give effect to this offer. Your assignment is effective **February 6, 2024**.

Kindly sign and return a copy of this letter. Please initial each page in acceptance of the terms and conditions set out herein latest by 15 days of the issuance of the letter else this offer stands automatically withdrawn. We welcome you and wish you every success in your career with Genpact.

For Genpact India Pvt. Ltd.

Accepted and Agreed



Ritu Bhatia
Senior Vice President - HR

Hari Mohan Prajapat

Genpact India Private Limited
CIN: U73100DL2005PTC307363
Regd. Off.: 12A (Ground Floor) Prakash Deep Building 7,
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Annexure I

Listed below are the mandatory documents (in photocopy) you are required to furnish at the time of joining.

1. Professional Relieving letter from previous employer (last employment) only.
 2. If already a member of a provident fund (PF) scheme with previous employer, then;
 - a. Employer's name
 - b. Provident Fund account number from your previous employer
 - c. Universal account number provided by your previous employer
 - d. Employee Pension number provided by your previous employerOR
 - e. Date of joining & leaving from previous employer
 - f. Copy of Passport in case of International Workers(it should contain Nationality, Passport number, Country of issue, Date of issue, Valid up to)
 3. Below mentioned KYC (Know Your Customer) Documents
 - a. Copy of PAN
 - b. Copy of Aadhaar Card.
 - c. Signed Cancelled Cheque with your name printed on it (In case your name is not printed on the Cheque, please attach last 3 months bank statement along with the Cheque)
 4. If your salary is less than or equal to the applicable limit mentioned in the ESI Act, 1948[1] you will need to enroll for ESIC (Employee State Insurance Corporation) which is a Govt. regulation therefore please carry;
 - a. 3 Post card size (4X7) photographs of yourselfOr
 - b. If you would like your family covered Family group Photograph of immediate family (4X7, 3 Copies of the same photograph), only members in the photo will be covered, Photos should be clear and have only your immediate family who are your dependents.
- *Please check the company policy for the applicable limit
5. 4 recent Passport size Photograph
 - a. One for Genpact ID card
 - b. One for opening a new account if you do not have an one with ICICI/HDFC/Axis
 - c. Two for PAN card application if you do not have one

ANNEXURE - II

COMPENSATION DETAILS

NAME	Hari Mohan Prajapat
BAND	4B
DESIGNATION	Lead Consultant
LOCATION	India>Bangalore>Bangalore Salarpuria IN - Office
COMPONENTS	AMOUNT (PER ANNUM)
BASIC PAY	INR 778,689.00
EMPLOYER CONTRIBUTION TO PF	INR 93,443.00
HOUSING RENT ALLOWANCE	INR 467,213.00
CONVEYANCE	INR 194,672.00
CAR ALLOWANCE	INR 194,672.00
ADDITIONAL ALLOWANCE	INR 171,311.00
FIXED PAY	INR 1,900,000.00
ANNUAL PERFORMANCE BONUS*(Target: % of Fixed Pay)	10 %
TOTAL EARNING POTENTIAL	INR 2,090,000.00
GRATUITY	INR38,000.00

- The Annual Performance Bonus (APB) reflects the bonus pay-out assuming target performance (@100%). As per the Company Policy, actual Bonus pay-outs are at Genpact's sole discretion and may vary subject to the individual's and Company's performance and are not guaranteed. In addition, employees who are rated as "Least Effective" as part of the Performance Management Process are not eligible for bonus pay-out. APB is based on the performance period from January to December and the pay-out is made in the month of March in the subsequent year, prorated from your start date in the current performance period. You must be an active employee of Genpact and not be serving notice period as on March 31 to be eligible to receive your bonus.

The cut-off date for bonus eligibility* is September 30.

*Therefore, if you join the Company on or before September 30, you will be eligible for APB for the performance period of that year (to be prorated based on your date of joining). If you join the Company between 1st October and 31st December, you will be eligible for APB for the performance period of the subsequent year.

- The aggregate of all bonus payouts paid to you during an accounting year including APB, VIC (if any) and other bonus payouts (if any) shall be in lieu of profit based bonus (if any) payable to you for such accounting year under Section 31A of the Payment of Bonus Act, 1961 ("PBA") (if applicable).
- In the event that the PBA is applicable to you and the aggregate of APB, VIC (if any) and any other bonus payout made to you during the year is less than the stipulated payout mentioned in the PBA, for such accounting year, Genpact will pay you the difference at a later date. You are not entitled to any bonus payout other than those mentioned above, either under applicable laws or as per your employment terms with Genpact. All amounts payable to you will be after deduction of applicable taxes.
- Any revision to your annual compensation will be effective from April of the subsequent year if your date of joining is September 30 or earlier. If your date of joining is between October 1 and December 31, you will not be eligible for compensation review in the forthcoming year. You will, however, be eligible to participate in the compensation review process in the year after and therefore, your remuneration has been fixed after due consideration of the foregoing.
- Unutilized Conveyance allowance and car allowance, if any, shall be cumulatively paid as conveyance allowance.
- Genpact provides the maternity benefits as per the Maternity Benefits Act, 1961, to all its eligible female employees. Basis the applicability of the act and the eligibility, you shall receive paid maternity leave, entitlement and other benefits available under the act and the rules, therein, as more specifically mentioned in the Policies of the Company.

- Genpact reviews its compensation structure and policies from time to time. The compensation structure and benefits offered to you in this letter are subject to change and the same will be communicated to you at the joining date or at a later date when such change becomes applicable.
- Any employee deduction will be governed by applicable laws and prevalent company policy, and will be subject to change.

For Genpact India Pvt. Ltd.



Ritu Bhatia
Senior Vice President - HR

Accepted and Agreed

Hari Mohan Prajapat

Genpact India Private Limited
CIN: U73100DL2005PTC307363
Regd. Off.: 12A (Ground Floor) Prakash Deep
Building 7,
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Dear Hari Mohan Prajapat,

Welcome to Genpact!

This letter is in furtherance to your Offer Letter / LOI / Appointment Letter dated February 5, 2024

In order to make your on-boarding to Genpact seamless and compliant with the various laws related to Provident Fund (PF) and Employees' State Insurance (ESIC), **it is mandatory for you to submit the below mentioned documents and details before/on your joining date:**

- Copy of recently downloaded E-Aadhaar Card
- Copy of confirmation screenshot of KYC verification on Aadhaar from the member portal*
- Copy of self-attested cancelled cheque (***if you are eligible for ESIC enrolment as per government norms*)
- Copy of E-Aadhaar card for dependents and nominees for ESIC
- Insured Person number (**IP number) of any existing ESIC account where you are enrolled, in case you were eligible for ESIC benefit in your previous organization.
- Active Mobile number

** SOPs to facilitate e-KYC confirmation from the member portal have been attached with this communication.*

***The ESI section are applicable only for the employees whose CTC is not exceeding beyond 2.6 lakhs which does not include overtime, bonus, leave encashment are liable to avail this scheme. if your CTC is more than 2.6 lakhs. you may ignore the same.*

The above documents/details are required and shall be obtained, stored and processed by Genpact strictly on a need to know basis as required for statutory requirements pertaining to compensation and benefits. Your records and information will be kept secure and handled strictly in accordance with the Genpact Data Privacy Policy.

We would encourage you to refer to the Standard Operating Procedure (SOP) attached here with, for help and guidance in procuring the above documents/details. [Click Here](#)

Wishing you all the best!

Note: Failure to furnish the above-mentioned documents and details at the time of joining might lead to delay in your joining date

Please sign and return a copy of this letter to confirm your understanding and agreement to the requirements of your onboarding as stated above, which are in addition to those as may be provided in your Offer Letter / LOI / Appointment Letter and other communications from time to time.

Regards,
Genpact Hiring Team

Accepted and Agreed

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