

Confidential



WITHOUT PREJUDICE

Via Email / Via Speed Post with A.D. / Under Registered A. D. Post / By Hand / Via Courier

CONFIDENTIAL

Dated: 01-08-2024

To,

Mr. Nitin Patil,
Employee ID: 220638
Designation: Assistant Manager
Department: EXL Digital

Resident of: 2004, Tower 27, Paras Tierea, Sector 137, Noida, Uttar Pradesh (Pincode- 201301)

Also at: -

Mr. Nitin Patil,
Employee ID: 220638

Permanent Resident of: Govt quarters, Irrigation colony, Sadar Road, Betul, Madhya Pradesh
(Pincode- 460001)

Email: -

Work: nitin.patil@exlservice.com
Personal: np11041@gmail.com

Subject: Termination of Your Employment and Employment Agreement dated 18-10-2023.

Dear Mr. Nitin Patil , [Employee ID: 220638],

We regret to inform you that after consideration of all the relevant facts and circumstances (details mentioned in the attached Annexure –A, which forms an integral part of this letter), your employment agreement dated 18-10-2023 (the “**Agreement**”) is being terminated in terms of clause number 11.2A of the Agreement and you are being retrenched on payment of the amounts* details of which are mentioned hereinbelow.

You are, therefore, hereby communicated that your services with exl Service.com (India) Private Limited (the “**Company**”) shall stand terminated on account of retrenchment with immediate effect. As one month's notice of retrenchment is not possible, you are hereby tendered the following amount/s, which you may please accept: -

Confidential

Head of Account	Description	Amount in Indian Rupees [INR] *
Payment in lieu of the notice period in terms of section 11.2A of your employment agreement dated 18-10-2023 (the "Agreement")	Towards 90 days' salary in lieu of notice period	INR 258822 /=(Indian Rupees Only)
Retrenchment compensation	Towards compensation equivalent to 15 (fifteen) days' average pay for every completed year of continuous service or any part thereof in excess of six months	INR 49773 /=(Indian Rupees Only)
<u>Total Amount</u>		INR 308595 /=((Indian Rupees Only)
LESS: Tax deducted at source (TDS)		INR 92579 /=(Indian Rupees Only)
NET PAID: [Via Bank Transaction (EFT) ID: "407316336957, dated 31-07-2024		INR 216016 /=((Indian Rupees Only)

* Tax Deducted at Source (TDS) may be applicable.

If you have any questions or need any clarification regarding your full & final settlement, please contact:

Email: hr.sharedservices@exlservice.com

Contact Number: **0008000402089**

Website Link: **Connect with Exl on www.exlservice.com**

This letter is without prejudice to the Company's rights and/ or remedies under the law, equity, Agreement or otherwise and all including without limitation of defence and/or counterclaim are hereby expressly reserved.

Confidential

For exl Service.com (I) Pvt. Ltd.

Amit Kumar Choudhary

Name: Amit Kumar Choudhary

Designation: Vice President- HR

Confidential

Annexure – A

Mr. Nitin Patil , [Employee ID: 220638] as per his independent / free volition wanted to explore opportunities outside his current process that is to say EXL Digital, he, therefore, was put/ placed on redeployment so that he can be assessed for placement / redeployment in some other process basis his skill-set, etc. The management made efforts to redeploy him, and accordingly, his profile was showcased to other processes that is to say first in the Analytics/other EXL process, but we couldn't find any opportunity.

Since the Employee could not be placed / redeployed, the services of the Employee therefore have become surplus for the Company. It is pertinent to mention here that the Company has been paying full monthly salary to the Employee without him performing any duties since 18-Oct-2023. On due consideration of all the relevant circumstances, economy and finances, it has been accordingly, decided to effect the Employee's retrenchment with immediate effect.

In terms of section 25G of the Industrial Disputes Act, 1947 (the "**Act**"), the employer shall ordinarily retrench the workman who was the last person to be employed in a particular category, unless for reasons to be recorded the employer retrenches any other workman. Section 25G of the Act is reproduced here-in-below:

"25G. Procedure for retrenchment. – Where any workman in an industrial establishment, who is a citizen of India, is to be retrenched and he belongs to a particular category of workmen in that establishment, in the absence of any agreement between the employer and the workman in this behalf, the employer shall ordinarily retrench the workman who was the last person to be employed in that category, unless for reasons to be recorded the employer retrenches any other workman."

In view of above-said reason(s), the provisions of Section 25G of the Act, therefore, are not applicable in this case. Since the Company is compelled to retrench Mr. Nitin Patil, due to the reason(s) as above said, the 'LAST COME FIRST GO' principle read with provisions of section 25G of the Act is not applicable in this case that is to say the Company is not bound to ordinarily retrench the workman who was the last person to be employed in the category.

On due consideration of all the relevant facts and circumstances, it has been accordingly decided to effect Mr. Nitin Patil's retrenchment with immediate effect.

For exl Service.com (I) Pvt. Ltd.

Amit Kumar Choudhary

Name: Amit Kumar Choudhary

Designation: Vice President- HR