

ଓଡ଼ିଶା ଓଡ଼ିଶା ODISSA

SL. No. 687 Vol. 120
Date: 03/11/2021

H. H. Kar
NOTARY
SORO, BALASORE
ODISSA, INDIA



M 366829

BEFORE THE NOTARY PUBLIC, SORO

UNDERTAKING

To

L&T Technology Services Limited,
L&T House, N.M. Marg,
Ballard Estate, Mumbai -400 001.

Dear Madam(s)/ Sir(s).

In consideration of L&T Technology Services Limited ("LTTS", which expression shall be deemed to mean and include its subsidiaries / associate /group companies, successors in title and assigns),

Jayashree Barik
ATTESTED



SL No. 0927, dt 02/11/2021

Agreement

Jayashree Barik
D/o - Bhagabata Barik
Ht-Po - Poothiaan
P.S - Balasorepur
Dist - Boudh



Jayashree Barik

Anly. No 21
STAMP VENDOR
SORO



Deed for Agreement
Containing or - self
and identified by -
Signed in presence
of and the
Prohibited in accordance
with
who
Under
before
Date
Signature
Instrument
Certified
Serial Certificate

3rd Nov 2021

Notary Public, Soro

H. H. KAR 3-11-21
NOTARY
S010, Balasore
Orissa

ASSOCIATE ENG. (TRAINEE)

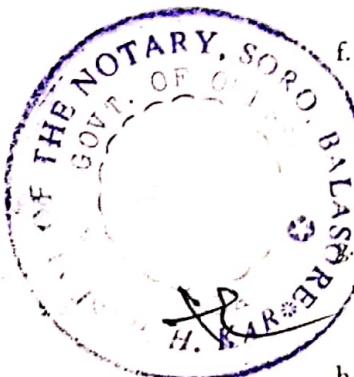
having agreed to appoint / appointed me in LTTS as 09.11. 2021, inter alia on the terms and conditions contained in the Letter No. LTTS/HR/ET/2021/Mysore/2561 dated 02.11.21 addressed by LTTS to me, and in further consideration of your having agreed to impart training to me, I Mr. / Mrs. / Miss. JAYASHREE BARIK, son / daughter / wife of Mr. BHAGABATA BARIK, aged about 25 years, having my permanent address at AT/P.O: PADHUAN, VIA: ANANTAPUR P.S: BASUDEVPUR, DIST: BHADRAK - PIN: 756 046, ODISHA and presently Residing at ADDRESS AS ABOVE.

do hereby state as under:

1. I agree, accept, confirm and declare that:

- a. LTTS has made above mentioned offer for appointment and training / employment inter alia based on my covenant and undertaking to serve LTTS for a period up to Two (2) years and three (3) months, including classroom training, from date hereof; Further I agree that though I have academic knowledge required for the said offer, I do not have the required technical training or the required level of management and communication skills essential for performance of duties of the said post. LTTS has therefore at its cost agreed to provide training to me for an initial period of up to 15 months of my employment.
- b. The training / employment involves considerable expenditure – direct and indirect, financial and unliquidated, related to faculty, domain expertise, computer time, support facilities, learning materials, salaries /stipend and other allowances while I am under training / employment.
- c. This training / employment will substantially improve my professional standing and is being imparted by LTTS at considerable expenditure as an investment in me as a future resource for LTTS.
- d. The expenditure involved in my said training is several times in excess of the amount of the liquidated damages.
- e. I have given this undertaking and indemnity of my own free will, after having fully understood the contents and the consequences, legal and/or otherwise, that will flow as a result of breach on my part of this undertaking & indemnity.
- f. I shall, during the period of my training/employment with LTTS, honestly, faithfully, diligently and efficiently utilize and devote my skills and ability, exclusively for the business and affairs of LTTS and shall not be engaged in any business or profession, directly or indirectly in any capacity either full time or part time outside of LTTS. I shall not commit any act or omission that may expose LTTS to any kind of liability whatsoever.
- LTTS has at all times lien over and the authority of appropriating towards the recovery of the sum mentioned herein below, any and all the amounts receivable by me from LTTS by way of salary, arrears of salary and all other types of remuneration, allowances and terminal benefits.
- h. LTTS will issue the exit documents to me only after completion of the handing over process duly and diligently, submission of all official documents and materials in my custody or possession to the satisfaction of the officer/s authorized to take over.
- i. In the event that I terminate my training/employment prior to the expiry of the minimum period, LTTS shall be entitled to specify the fact that I have not served

H. H. Kar
NOTARY
SOPORALASORI
CHENNAI, INDIA



Jayashree Bari
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full term of training/employment in the exit documents to be issued to me by LTTS.

- j. If in future, I am made to go through any additional specialized training, during my employment in the said 15 months training period, I hereby undertake to sign any further covenants that are reasonably required by LTTS in this behalf.
2. I do hereby agree, confirm, undertake and covenant with LTTS as follows:
 - a. I shall remain in the training/employment of LTTS for a period of up to Two (2) years and three (3) months from the date hereof, and shall not leave, abandon, resign, terminate, or give cause for termination, for any reason whatsoever during the said period. Notwithstanding the above, I acknowledge the right of LTTS to terminate my training/employment for any reason whatsoever whether with or without notice, at LTTS' sole discretion.
 - b. I shall keep confidential, shall not divulge and /or prevent divulgance of any and all information, instruments, documents, etc., that might come to my knowledge during the continuance of my training / employment with LTTS.
 - c. In case I commit breach of this Undertaking in general and / or any covenants/termination by LTTS, as provided in Clause (2-a) in particular, I shall upon demand, without demur or protest, forthwith pay to LTTS a sum of Rs.200000/- (Rupees Two lakhs only) as liquidated damages, which I acknowledge and accept to be a genuine pre-estimate of the damages that will be caused to LTTS as a result of breach/default on my part thereof and LTTS shall, without prejudice to its rights, be entitled to receive the same. The above amount of Rs.200000/- (Rupees Two lakhs only) shall constitute a debt owing by me to LTTS and shall be recoverable by LTTS with interest thereon @ 18% per annum, from the date of demand by LTTS till repayment thereof by me.
 - d. Without prejudice to my obligation to pay the liquidated damages to LTTS as above, in the event of my leaving, abandoning, resigning or otherwise terminating or giving cause for termination of my training/employment prior to the completion of the minimum period of two years from the date hereof, I shall not, directly or indirectly, engage in or carry on either on my own accord or otherwise or serve in any capacity with any person, firm, or company, carrying on business in India which is similar or substantially similar to the business carried on by LTTS for the unexpired period out of the said period of two years.
 - e. I shall sign all such papers, documents and /or powers of attorneys/letters of authority as may be reasonably required by LTTS in this behalf.
3. Dispute Resolution:
Any dispute or difference arising in connection with the training/employment or under this undertaking and indemnity shall resolved by reference to arbitration by a sole arbitrator appointed by LTTS at its sole discretion. The arbitration proceedings shall be governed by the Indian Arbitration & Conciliation Act, 1996. The language of arbitration shall be English. Each of LTTS or the Trainee/Employee shall respectively entitled to approach the Court of competent jurisdiction for such interim reliefs as LTTS of the Trainee/Employee may in its discretion deem fit. The venue of arbitration shall be at Mumbai or such other place shall have exclusive jurisdiction. The award of the arbitrator shall be final and binding on the parties. The governing law shall be the laws of India.
4. I, pursuant to this undertaking and in the premises, hereby indemnify and agree to keep indemnified LTTS, its Directors, Officers, Employees, agents, its successors and assigns,

Jayashree Barik
ATTESTED



Dan post

of, from and against any/all, losses, cost including actual legal costs, damages, demands, claims, actions, proceedings charges and expenses, that LTTS or any of them may suffer or incur or account of any action, legal or otherwise, having to be taken or being taken against myself by LTTS in the event of breach on my part of any of the conditions contained herein and/or under the said letter no. LTTs/HR/ET/2021/ MYSORE/25614
Dated 02.11.2021 addressed by LTTS to me.

H. H. Kar
NOTARY
MYSORE, BALASORE
INDIA

5. Address for purpose of service: As appearing herein above.



Yours sincerely

Jayashree Bardekar
Signature

ATTESTED

150.00



Left page

SL. No. 688
Date 03-11-2021
Vol. 1/2021



This deed of guarantee made this 3rd day of November 2021.

In consideration of L&T Technology Services Limited having its Registered Office at L&T House, N. M. Marg, Ballard Estate, Mumbai – 400001 (“LTTS”, which expression shall be deemed to mean and include its subsidiaries / associate / group Companies, successors in title and assigns), having agreed to appoint/appointed Mr./Mrs./Miss. JAYASHREE BARIK (hereinafter referred to as ‘Trainee/Employee’) as Associate (Eng.) (Trainee) w.e.f 09.11.2021 in LTTS, on the terms and conditions contained in LTTS letter no. LTTS/HR/ET/2021/Mysore/125614 dtd. 02.11.21 (the said letter) to the Trainee/Employee;

And in consideration of the fact that, in accordance with the terms and conditions of the said letter, the Trainee/Employee has furnished an undertaking dated 3rd Nov. 2021 (undertaking), agreeing inter-alia to pay to LTTS at Mumbai, a sum of Rs.200000/- (Rupees two lakhs only) as liquidated damages, in the event of failure/default on the part of the Trainee/Employee to perform his/her obligations, contained under the said letter and/or the Undertaking.

NOW THEREFORE

1. I/We, Mr./Mrs./Ms. BHAGABATA BARIK and Mr./Mrs./Ms. KUNJALATA JENA do hereby jointly and/or severally, absolutely, unconditionally and irrevocably undertake and guarantee to pay forthwith to LTTS at Mumbai, upon demand by LTTS without any demur or protest, the said amount of Rs.200000/- (Rupees two lakhs only) as liquidated damages.

2. The above amount of Rs.200000/- (Rupees two lakhs only) shall constitute a debt owing by me/us to LTTS and shall be recoverable by LTTS with interest thereon @ 18% per annum from the date of demand by LTTS till repayment thereof by me/us.
3. I/We agree and confirm that any such demand made by LTTS on me/us, by a written communication at the address given hereunder shall be conclusive as regards default/breach having been committed by the Trainee/Employee of his/her obligations and I/We shall not require/be entitled to require any further proof of these facts.

RE KAR That this guarantee is absolute and unconditional and shall be enforced by LTTS against me/us without any correlation with LTTS’ remedies against the Trainee/Employee, irrespective of any dispute or difference as to any liability of Trainee/Employee pursuant to the said letter and/or the Undertaking or otherwise.

5. No relaxation waiver shall in any way impact my/our liability and this guarantee will be a continuing guarantee and will continue to be binding notwithstanding the death, insolvency, lunacy or any incapacity or liquidation or dissolution (as the case may be) of the Trainee/Employee or the guarantor/s.

Jayashree Barik

Bhagabata Barik
ATTESTED

(Serial No. 574) exhibited

Notary Public Seal

M. H. KAR, Notary Public, M. H. KAR

100000/-



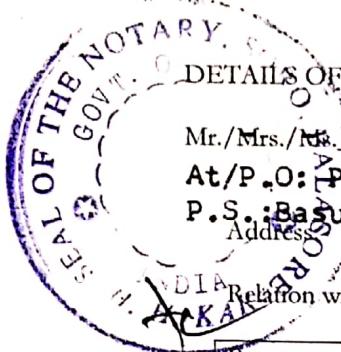
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6. I/We agree that LTTS at its option, shall be entitled to enforce this guarantee against me/us at the first instance without proceeding against the Trainee/Employee.
7. I/We, in the premises, hereby indemnify and keep indemnified LTTS, its Directors, Officers, employees, agents, its successors and assigns of, from and against any/all, losses, cost including actual legal costs, damages, demands, claims, actions, proceedings charges and expenses, that LTTS or any of them may suffer or incur on account of any action, legal or otherwise, having to be taken or being taken against me/us by LTTS in the event of breach on my/our part of any of the conditions contained herein.
8. Any dispute or difference arising in connection with this guarantee shall be resolved by reference to arbitration by a sole arbitrator appointed by LTTS at its sole discretion. The Arbitration & Conciliation Act, 1996. The Language of arbitration shall be English. Either of the parties shall be respectively entitled to approach the Court of competent jurisdiction for such interim reliefs as the parties may in their discretion deem fit. The venue of arbitration shall be at Mumbai or such other place as LTTS may in its sole discretion decide and Courts at Mumbai or such other place shall have exclusive jurisdiction. The award of the arbitrator shall be final and binding on the parties.

H. H. Kali
NOTARY
BORO, SALASOOR
TRIGSA, INDIA

The governing law shall be the laws of India.

10. Address for purpose of service: as appearing herein below:



DETAILS OF FIRST GUARANTOR

Mr./Mrs./Ms. BHAGABATA BARIK

At/P.O: Padhuan, Via: Anantapur,
P.S.: Basudevpur, Dist: Bhadrak, Odisha.
Address: PIN: 756 046.



Bhagabata Barik

FATHER

Relation with the person selected for Training/Employment: _____

Permanent Residential Address	Company Name, Address & Designation
<u>AT: PADHUAN, VIA: ANANTAPUR,</u> <u>P.O: P.S: BASUDEVPUR, DIST: BHADRAK, PIN: 756 046, ODISHA</u>	
<u>Tel No. 1: Mobile : 9163239251</u>	Tel. No. 1.
2.	2.

Bhagabata Barik

(Signature of First Guarantor)

Jayashree Barik
ATTESTED
[Signature]



Copy

DETAILS OF SECOND GUARANTOR

Mr./Mrs./Ms. KUNJALATA JENA,
 At/P.O: Padhuan, Via: Anantapur,
 P.S: Basudevpur, Dist: Bhadrak,
 Address:- PIN:756046, Dist:Bhadrak,
 ODISHA.

PHC



Kunjalata Jena

MOTHER

Relation with the person selected for Training/Employment:

Permanent Residential Address	Company Name, Address & Designation
At/P.O: PADHUAN, VIA: ANANTAPUR, P.S: BASUDEVPUR, DIST: BHADRAK, PIN:756046, ODISHA. Tel. No. 1. MOBILE: 8908746344	Govt.Odisha Employee, H/M.S. P.K.U.P.(M.E.School), At/P.O: Padhuan, Dist: Bhadrak, Odisha. Tel. No. 1. Mobile: 8908746344
2.	2.

Kunjalata Jena

(Signature of Second Guarantor)

Accepted
For & On behalf of LTTS
By its Authorised Signatory

Name:

Designation:

ATTESTED

Note:

1. Guarantor should be either parents or close relative of the Associate Engineer.
2. Undertaking will not be accepted without Complete address & phone Nos of Guarantor
3. One document as Proof of address of Guarantor (Passport / Driving license / PAN Card copy) to be submitted.

Jayashree Borkar

H.H.KAR



रथाई लेखा संख्या /PERMANENT ACCOUNT NUMBER

AEUPB8455N



नाम /NAME

BHAGABATA BARIK



पिता का नाम /FATHER'S NAME

KANDURI BARIK

जन्म तिथि /DATE OF BIRTH

01-01-1955

हस्ताक्षर /SIGNATURE

Bhagabata Barik

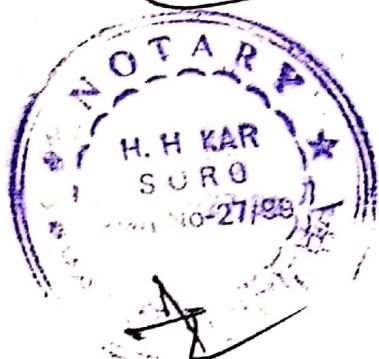
B. H. Kar

आयकर अधिकारी प.र. 111

COMMISSIONER OF INCOME-TAX (W.B.) - III

H. H. Kar

NOTARY
DORO, BALASORI
SRISSA, INDIA



Bhagabata Barik

LAWYER SIGN

ATTESTED

Jalon

H. H. Kar
NOTARY
DORO, BALASORI
SRISSA, INDIA



Gift Photo

आयकर विभाग
INCOME TAX DEPARTMENT
KUNJALATA JENA
DHANESWAR JENA
14/01/1962



Permanent Account Number
BDOPJ4109D

भारत सरकार
GOVT. OF INDIA



H. H. Kai
NOTARY
SOKO, BALASORE
ORISSA, INDIA

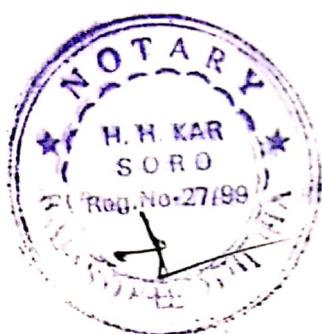
Signature

Kunjalata Jena



Kunjalata Jena -
TRUE COPY
ATTESTED
H. H. Kai 3.11.71
H. H. Kai
NOTARY
SOKO, BALASORE
ORISSA, INDIA.

Jayashree Barik



~~Notary~~