



Mr. Deepak Kumar
S/O Vishwanth Pandit,
Nanfar Tola, Bahurapatti,
Saran, Bihar - 841442

Mobile: +91- 7397405631

Sub.: Offer of Employment

Dear Deepak Kumar,

Congratulations! We are pleased to offer you employment as **Senior Engineer** with **L&T Technology Services Limited** (referred to as 'Company'). We are a leading global ER&D services company, backed by the rich engineering expertise and experience of our parent company, Larsen & Toubro Limited.

1. You are required to join on or before **January 21, 2019**. If you do not join by this date, this offer stands withdrawn – unless the Date of Joining is extended and communicated to you in writing.

At the time of joining, please report to **Ms. Priyanka Bharadwaj – (Human Resources-Operations & Compliance)** at the following address:

L&T Technology Services Limited, SEZ Unit II, "Hazel- Block L3", Ground Floor, Manyata Embassy Business Park, Nagawara, Bangalore – 560045. Ph. 080 67675000.

You are required to bring the following documents, with a self-attested photocopy (except photographs) of each, at the time of joining.

- a. Aadhar Card.
- b. PAN Card.
- c. Education certificates including mark sheets.
- d. Relieving certificate or Service Certificate from your present employer (without which you will not be allowed to join) and other experience Certificates.
- e. Passport (if available)
- f. Four copies of your recent passport size photograph (with white background-in formals).
- g. Your last Employer's EPF and EPS numbers.
- h. Universal Account Number (UAN)
- i. Provisional Form-16 for the current financial year.

Please note that salary payment will not take place until and unless PAN, Bank (salary) account details are registered in our Shared Services Centre portal. All our reimbursements are through the Bank and hence you are requested to also open an Employee Reimbursement Account (ERA) after joining.

If you intend to accept this offer, please return the duplicate copy of this letter, duly signed as token of your acceptance, **within 7 days from the date of the issue of the letter.**

Your association with us will be bound by the following terms and conditions:

2. Grade and Salary

Your Grade and Basic Salary will be as under

Grade : LTTS-4

Basic Salary : Rs. 17,500/- p.m.

The details of your other Allowances are indicated in the Salary Card attached herewith.

3. Your appointment is subject to your being found medically fit by the Company Doctor.
4. The Company reserves the right to verify your documents and background through internal or external agencies. These may include your current/previous employment history, education/professional credentials and other background checks. If any discrepancy with regard to documentation is discovered after you have joined the Company, you are liable to be terminated, apart from legal action being initiated against you.
5. **Place of Work**
You will be based at our **Bangalore** location. You will be employed at SEZ unit. You may be transferred to any of the Company's establishment including its successors or assigns, or affiliates or subsidiaries anywhere in India or abroad, as and when required by the Company.
6. **Code of Conduct**
You are expected to operate with the highest degree of efficiency, economy and responsibility, bearing in mind always, the best interest of the Company. You will at no time, do anything which compromises the Company's integrity and reputation. You shall abide by the internal regulations specified in the Company's '**Code of Conduct**' which includes policies such as Confidentiality policy, Gift policy, Insider Trading and Policy on Prevention of Sexual Harassment and any future amendments and /or other policies which may become applicable from time to time. Any violation /breach of the above, shall call for consequence management, which may include as disciplinary action for those found guilty of such misdemeanours and may result in your services being terminated, without any notice, notwithstanding any other terms and conditions stipulated in this Offer letter.
7. **Probation**
If you have joined in or above Grade LTTS-7, you will be deemed a confirmed employee from your date of joining. Otherwise you will be on probation for 180 days months starting from the date of joining. On successful completion of probation, your appointment will be confirmed in writing. The management reserves the right to extend your probation or deny the extension if necessary, or confirm your appointment based on satisfactory conduct and performance as observed.
8. **Hours of Work and Paid Holidays**
You will observe the working hours and holidays normally observed by your assigned department and location.
9. **Leave Rules**
 - i. You will be eligible for 'Leaves' as per the existing Leave Policy of the Company and as amended from time to time.
 - ii. As per the existing rules, you will be entitled for 24 working days of Privilege Leave (PL) per annum at the rate of 2 days for every 21 days worked.
 - iii. Privilege Leave for every month will be credited to your leave account on 1st date of the following month. This will be a monthly process.
10. **Salary Review**
Salary revisions will be based on individual, as well as Company's performance and increments (if any) will be granted on merit as per the latest version of the Company policy in place at that point of time.



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11. Provident Fund

If you are a member of Provident Fund of an establishment covered under the Employees' Provident Fund Act, 1952 or the Provident Fund is recognized under the Income Tax Act, 1961 and you have not withdrawn the total accumulations standing to the credit of your account in the Provident Fund and the rules in relation to that Provident Fund permit you to transfer your Provident Fund Account, you will be entitled to join "Regional Provident Fund Organization" on receipt of your declaration in Form No.11, otherwise you will be enrolled as a member of the above Provident Fund from the day of your joining the Company.

12. Medical Benefits Scheme

You will be eligible for medical benefits in accordance with the Company's Scheme for your grade.

13. Gratuity

You will be entitled to receive gratuity in accordance with prevailing gratuity rules and the Company's scheme as applicable to your grade.

14. Retirement Age

All employees in the Company shall retire on reaching the normal retirement age fixed by the Company, which is 58 years at present.

15. Termination of Employment / Notice Pay

- i. While on probation, either party will be allowed to terminate the contract of employment by giving 30days notice in writing, subject to Company's right to pay basic salary in place of notice period or pro-rated amount, as applicable.
- ii. Notice period for confirmed employees is 90days, and either party will be allowed to terminate the contract of employment by giving 90days notice in writing, subject to Company's right to pay basic salary in place of notice period or pro-rated amount.
- iii. If you have signed any Undertaking / Agreement with the Company as a part of your employment process any time during your employment with the Company, you will not be entitled to terminate your employment with the Company unless you comply with the terms and conditions in the Undertaking / Agreement mentioned above.
- iv. The Company shall have the right to terminate this contract without any notice and without any salary according to the notice period due to any of the following:
 - i. Breach on your part of any terms and conditions of this contract and any other rules made applicable to you in respect of your employment with us.
 - ii. Violation on your part of the Company's rules regarding the authenticity and information declared at the time of joining the Company.
 - iii. Any misconduct on your part.
 - iv. Failure to carry out any of your duties and obligations.
 - v. You are adjudged insolvent or become bankrupt or are charged with any criminal offence which is prejudicial to the interests of the Company.
 - vi. The Company is restricted from continuing your employment due to any other legal incapability.
 - vii. Breach of Code of Conduct of the Company.

On separation, you will immediately surrender the following to the Company before you are relieved: All confidential information, correspondence, specifications, formulae, documents, market data, literature, drawings, access cards, identity cards and any other property belonging to the Company or relating to its business which you would have acquired, had access to during your employment. Additionally, you will not make or retain any copies of the same.

16. Exemptions:

- a. Employees transferred from other IC's of Larsen & Toubro Limited to L&T Technology Services
- b. Employees hired by L&T Technology Services at locations outside India, being transferred to L&T Technology Services in India, will be exempted from the following clauses of this Offer Letter:
 - Items c, d and g stated under required documents
 - Clause 3, Clause 4, Clause 7, Clause 15 (i)

17. Trade Secrets and Confidential Information

During the term of your employment, you may have access to and become familiar with various trade secrets and confidential information belonging to the Company, its affiliates and its customers. You hereby acknowledge that such confidential information and trade secrets are owned and shall continue to be owned solely by the Company, its affiliates and its customers. You agree not to use, communicate, reveal or otherwise make such information available for any purpose whatsoever or to divulge such information to any person, partnership, corporation or entity apart from those expressly designated by the Company unless compelled to disclose it by judicial process.

You are expected and bound to maintain utmost secrecy at all times even after cessation of employment in regard to the confidential information, affairs of the Company and shall keep confidential any information, whether written or oral, which relates to without limitation internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions, marketing and sales, security procedures, trade secrets, patents, intellectual property rights, know-how, or inventions of the Company or its affiliate, subsidiaries, or any clients, customers, agent, contractor or vendor. You shall not disclose the identities and other related information of any of Company's clients.

Breach of this provision shall be treated as a gross violation of the terms and your services are liable to be terminated without notice, apart from legal action being initiated against you.

18. Intellectual Property Rights

All intellectual property rights, including but not limited to, patents, copyrights, designs, trademarks, trade secrets, semiconductor chips etc. developed by you during your tenure with the Company, shall be the sole and exclusive property of the Company and shall be considered as "work made for hire". You shall execute/sign such documents to assign such intellectual property, as and when required by the Company.

The Company reserves the right to proceed legally against you and recover damages, where any such intellectual property is sought to be protected by you independently of the Company.

19. Restrictive Covenant

The Company is in the business of providing various services in all areas of engineering. You will acknowledge that:

- a. Company's services are highly specialized.
- b. The identity and needs of the Company's customers are not generally known in the industry.
- c. Documents and other information regarding Company's services, pricing and costs, as well as information pertaining to Company's customers, including but not limited to identity, location, service requirements and charges to the customers are highly confidential and contain trade secrets.

d. You will therefore agree that:

- A. During the term of your employment or association with the Company, you will not engage in any other employment, occupation, consulting or other business activity with any Third Parties, directly related to the business in which the Company is now involved or becomes involved during the term of your employment. Furthermore, you will not engage in any other activities that conflict with your obligations to the Company.
- B. For a period of two years after this contract has been terminated for any reason, regardless of whether the termination is initiated by the Company or yourself, you will not directly or indirectly request, take up employment or transact any sort of business directly or indirectly within or outside India, with any person, company, firm or corporation who is or was; (i) a customer of the Company during a period of two years prior to the termination of your employment on whose assignment you worked directly or indirectly during your employment with the Company, (ii) who is in competitive business with the Company (Third Party) which requires you to carry out your functions by using any Trade Secrets and Confidential Information, intellectual property rights belonging to the Company or Third Party information available to the Company.
- C. During the term of this employment or association with the Company and a period of two years post cessation, you will not solicit or be solicited directly or indirectly, in any way, to accept or attempt to induce any employee, advisor, consultant of the Company to take up employment or transact any sort of business directly or indirectly with such customers or competitors of the Company or to terminate his or her relationship with the Company for yourself or for any other person, firm, company or corporation.
- D. You also agree that you will abide by all terms and conditions of this Offer of employment and any other terms and conditions agreed by you in any legal document as and where applicable. You understand that if you violate the above undertaking, you shall be liable for suitable damages, which will be decided at the discretion of the Company after taking into consideration the nature and extent of the violation. You acknowledge that Trade Secrets and Confidential Information, intellectual property rights constitute one of Company's main strengths and that the Company has legitimate interest in including a non-competitive clause in the Offer of employment. You also agree that if any of the terms and conditions of this Offer of employment or any other document is violated or likely to be violated, then the Company shall also be entitled to move for an order against you before a competent court including without limitation injunction, specific performance.

20. Disclosure of Personal Information by the Company

You hereby agree that the Company can share your personal details disclosed by you to the Company as a part of your employment, with third parties in India and outside India as a part of Company's contractual, business obligations, in compliance with data protection laws in India and you will have no objection towards the same.

21. Disputes & Arbitration

Any disputes between yourself and the Company concerning or relating to or arising out of this contract shall be subject to the jurisdiction of and be determined by a court of competent jurisdiction in Greater Mumbai only.

Any dispute or difference or claim arising in connection with this contract shall be resolved by reference to arbitration by a sole arbitrator appointed by L&T Technology Services (LTTS) at its sole discretion. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996. The language of arbitration shall be English. LTTS or the concerned employee shall be respectively entitled to approach the Court of competent jurisdiction for such interim reliefs as the

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Company or the Employee may in its discretion deem fit. The venue of arbitration shall be at Mumbai and the Courts at Mumbai 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.

22. Unauthorized Absence from Work

Your unauthorized absence from work for a continuous period of more than 3 days will be treated as absconding from duty, and in the event you do not report for work within 10 days from the date of absence, the same would be treated as "voluntary abandonment of service" and it shall be deemed that you are no longer interested in the employment and have resigned from the services of the Company on your own accord. In such an event, you shall be liable to refund the salary in lieu of shortfall in notice period and other dues payable to the Company, as specified and/or the Company shall be entitled to deduct, adjust from the dues payable to you.

23. Passport

You are required to possess a valid passport. In case you do not already have one, you are required to obtain this, at your own time and expense, and inform the same to Operations & Compliance - HR at your location, within three months of your joining.

24. Other Matters

- a. You will be governed by all rules, regulations and policies of the Company.
- b. You are to devote your full time, attention and ability to the interest of the Company.
- c. You are not to interest yourself in any business or do any trading on your own account.
- d. The above and below terms and conditions may be modified by the Company from time to time in writing depending upon prevailing circumstances and practice in the industry and in relevance with prevalent laws and regulations. Such variations shall be binding on you.
- e. You will abide by the laws of India in your dealings with the Company, its stakeholders and society.

Please note that it is the responsibility of every employee to familiarize themselves with the provisions of all policies concerning conduct, discipline and behaviours. In case of any concerns or clarification, the HR department may be approached. However, ignorance of the rule will not be accepted as a defense in any case.

In accordance with the standard practice of the Company, we request you to treat the terms of this employment as confidential.

We look forward to a long and meritorious association!

Yours truly,
For L&T TECHNOLOGY SERVICES LIMITED



Rama K Reddy
Group Manager - Talent Acquisition

I have read the above contents and accept the same and take full responsibility for compliance as required.

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(Signature & Date)

Salary Card

Mr. Deepak Kumar	Date	December 18, 2018
Senior Engineer	Stream	Delivery
	Grade	LTTS-4
	Location	BANGALORE
Salary Components	MONTHLY	ANNUAL
	INR	INR
Basic Salary	17,500	2,10,000
Flexible Benefit Plan (FBP)	36,892	4,42,699
<ul style="list-style-type: none"> - House Rent Allowance - Meal Card - Education Allowance - Mobile Expense Reimbursement - Leave Travel Assistance (LTA) - FBP Balance 	Eligibility under each of these components is mentioned in the FBP Sheet	
Gross Monthly	54,392	6,52,699
Retirement Benefits		
- Provident Fund (@ 12% of Basic)		25,200
- Gratuity (@ 4.81% of Basic)		10,101
Total Fixed Compensation		6,88,000
Bonus		12,000
Total Compensation		7,00,000

Flexible Benefit Plan for LTTS-4

Under the Company's Flexible Benefit Plan (FBP), you are eligible for the following allowances and reimbursements:

Components	Explanation	Eligibility
Flexible Benefit Plan (FBP)	FBP is a menu of allowances and reimbursements available to an employee within her / his Total Compensation. Employees may choose the components as per their requirements and manage their taxes within the ambit of prevailing Income tax rules.	
House Rent Allowance (HRA)	Employee can claim HRA as a %age of the Basic Salary. Subject to the production of original rent receipts and fulfilment of other terms & conditions as per the prevailing Income Tax rules, employees can claim tax exemption in case they stay on a rental accommodation.	Min HRA – 10% of Basic Max HRA – 40% or 50% of Basic as per the city of residence
Meal Card	Employees can opt for a Meal Card. An Amount of INR 2,200 per month will be allocated from your FBP eligibility and credited to your Meal Card. Employees have a choice not to opt for Meal Card. In that case, no allocation from your FBP eligibility will be made to the Meal Card.	Meal Card Amount INR 2,200 p.m. Employee to choose either 'Yes' or 'No'
Children Education Allowance	Employees can opt for Children Education Allowance up to a maximum of 2 children from their FBP eligibility and the same will be tax-exempt as per prevailing Income Tax rules.	INR 100 per child p.m. Self-Allocated by employee
Mobile Expenses Reimbursement	Employees can opt for Mobile Phone Expenses reimbursement from their FBP eligibility, subject to the maximum amount eligible for their grade. Actual expenses incurred on official calls will be tax-exempt as per prevailing Income Tax rules subject to production of bills.	Max INR 2,000 p.m. Employee to choose any amount upto INR 2,000
Leave Travel Assistance (LTA)	LTA is tax-exempt twice in a block of 4 years subject to the prevailing Income Tax rules. The current block being 2018 - 2021. Employees can opt for LTA from their FBP eligibility subject to a maximum amount eligible as per their grade. Actual tax exemption will be provided based on actual expenses incurred on production of bills/tickets and within the overall purview of Income Tax rules.	Max – INR 4,000 p.m. Employee to choose any amount from '0'to INR 4,000
FBP Balance	The unallocated FBP portion will be disbursed on a monthly basis as 'FBP Balance' and will be fully taxable. Any allocated component as above, but unclaimed at the year-end will be paid as 'Unclaimed FBP' component and will be fully taxable.	Automatically Paid

Notes:

1. **Bonus** – You will be eligible for Bonus based on the Company Performance for the respective financial year. This amount is inclusive of bonus payable, if any, under the Payment of Bonus Act (1965), including any amendments thereto. The actual amount of Bonus Payable will also depend upon the period served by you in the financial year.

Employees who are active and on the rolls of the Organization as on 31st March of the respective financial year will be eligible for Bonus. However, this clause is applicable to employees who have joined on or before 1st October of the respective financial year.

2. **Hospitalization Insurance and Group Personal Accident Insurance** - You will be covered under the Company's Hospitalization Insurance and Group Personal Accident Insurance Policy as per the applicable terms and conditions.
3. **Group Term Life Insurance** – You have an option to cover yourself under the Company's Group Term Life Insurance Policy by paying a nominal premium. The terms and conditions for Group Term Life Insurance will be as per the Group Term Life Insurance Policy of the Company and in case of death of an employee, the proceeds of the Term Insurance are paid to the family member of the employee.
4. Only Basic Salary shall attract retiral benefits.
5. The eligibility for payment of Gratuity is a minimum of 5 years of continuous service in the Company.
6. Tax Liability, if any, on the above payments will be borne by the employee.
7. Any or all of the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowance will be governed by the rules and regulations of the company as may be applicable from time to time.