

April 19, 2021

HCI-IC-SPOE/OF/20210176

Mr. Janakiraman Ganesan
P69, Varadharajan Nagar
Chengalpattu
Tamilnadu - 603002

Dear Sir,

Offer on Contract

With reference to the interaction that you had with us, we have pleasure in offering you an assignment as "**Manager - Precast**" for our L&T Construction Heavy Civil Infrastructure IC on following terms & conditions.

1. Contract Period:

The above assignment will be for the estimated period of construction of Thane Creek Bridge III. Your services will be reviewed annually.

Depending on your own performance and project requirement, your services will be extended on mutually agreed terms after one year.

2. Scope of work:

You shall be responsible for Precast works and related assignment as assigned by Project Manager - Thane Creek Bridge III.

3. Remuneration & Benefits:

- a) You shall be paid an amount of **Rs. 120000/- (Rupees One Lakh Twenty Thousand only)** per month exclusive of GST. The remuneration and service fees will remain firm and fixed during the contract period.
- b) You shall be provided free Bachelor / Family accommodation (as the case may be) if posted at site. However, you will have to bear the cost of utilities (Electricity, cable TV or any such facilities, if extended at site).
- c) Conveyance at site, if posted at site, as per site norms.
- d) You will be eligible to avail 23 days leave in a year. The un-availed leave shall lapse on completion of the contract period else same can be encashed subject to tax.
- e) You will follow the working hours and weekly holidays as prevailing at the work site.

Registered Office: L&T House, N. M. Marg, Ballard Estate, Mumbai - 400 001, INDIA
Licence No.: CIN - L99999MH1946PLC004768

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Sensitivity: LNT Construction Internal Use

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- f) The above payment is subjected to TDS u/s 194J as per the applicable rates.
- g) The above payment is exclusive of GST. The GST amount shall be reimbursed to you on producing the paid challan.
- h) A copy of PAN and GST registration certificate needs to be submitted to us upon your joining.

4. Travel:

For all official visit, depending upon requirement, you shall be extended travel (to & Fro) by economy class air / II AC train and guest house accommodation.

5. Place of work:

Please note that you are liable to be transferred to any other Business unit/Department of our establishment in India or abroad or to our Subsidiary or Associate Companies as and when required by the Management.

6. General:

- a) You will not be entitled to receive any other allowance or benefit of whatever nature.

b) Non-disclosure of confidential information and trade secret:

You shall not, except as authorised, reveal/disclose/disseminate to any person or entity including competitors or persons involved directly or indirectly in allied trade, any of the trade secrets, secret or confidential information, information contained in any manuals and/or dealings or any information concerning the businesses, finances, external and internal transactions of the company and/or its affiliates / associates / group companies including but not limited to all data, all company contracts, processes, policies, strategies involving marketing, advertising, operations, contractual obligations, business expansion ("confidential information") which may come to your knowledge and/or imparted to you by the company during your engagement. You shall hold strict confidence of such confidential information. This restriction shall survive after termination of engagement / resignation / severance of engagement for any reason whatsoever without limit in point of time. You shall not during the term of your engagement or at any time thereafter, use or permit to be used, any information, notes or memorandum, contracts or processes relating to the business and/or the transactions of the company and/or its affiliates / associates / group companies which may come to your knowledge and/or possession by virtue of his engagement with the company for any purpose other than for the benefit of the company. You will be responsible for the safe custody of all the documents, manuals, processes, contacts, kits and other properties belonging to the company

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that may be entrusted to and/or placed in your possession by virtue of and/or during the course of your engagement with the company.

c) Non-competition Restriction:

You shall not engage directly or indirectly in any professional services or employment nor advise, manage, render or perform services to or for any person or entity during the term of your engagement with the company. You agree that the company's services are highly specialized. You further agree that the identity and particular needs of the company's customers are not generally known in the industry. Documents and other information regarding company's services, pricing and cost as well as information pertaining to the company's customers including but not limited to identity, location, service requirements and charges to the customer are highly confidential and secret and hence, you shall not for a period of one year from the termination/ resignation / severance of your contract of engagement for any reason whatsoever, directly or indirectly engage yourself in any capacity in any professional service or employment which is engaged in a business competitive to that of the company within the geographical location wherein the company does its businesses. You are, however free to engage yourself in any profession or employment provided your such future engagement is not competitive and such engagement is in full compliance of all the terms of your engagement specially the terms related to Non-disclosure of confidential information and trade secret & Non-Solicitation and Non-Poaching to that of the company.

d) Non-Solicitation and Non-Poaching:

You shall not at any time during the term of your engagement with the company or thereafter, under any circumstances, directly or indirectly solicit or attempt to solicit the company's and/or any of its subsidiaries' and/or affiliates' and/or group companies' personnel to leave the employment of the company and/or any of its subsidiaries and/or affiliates or apply for employment with any third party or encourage such personnel of the company. You have further agreed that you shall not engage in soliciting business or allied business that is in any way similar, identical or competitive with the business, activities, services of the company, or with those customers of the company with whom you may have had any contact during your engagement with the company and for a period of one year after your engagement ceases within the company.

- e) In accordance with the standard practice of the Company, we request you to treat the terms of this assignment as confidential.

7. Engagement Location:

Your initial location will be **Thane Creek Bridge III**. You are advised to report to **Project Manager** for further instructions.

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8. Pre-employment Verification:

The company reserves the right to verify your documents and background through internal or external agencies. These may include your current / previous employment history, educational / professional credentials and other background checks. In case of any discrepancy found in the testimonials, Company reserves the right to take appropriate action including termination of employment. Please fill the details in Annexure F and send the same with the acceptance of this offer letter.

9. Termination:

Either party can terminate this contract at any time by giving three months prior notice in writing on either side.

10. Disputes & Arbitration:

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 at its sole discretion. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 amended thereof. The language of arbitration shall be in English. The venue of arbitration shall be at Mumbai. The award of the arbitrator shall be final and binding on the parties.

The governing law shall be the laws of India, and the courts in Mumbai shall have exclusive jurisdiction.

11. Communication:

All communications / notices should be addressed to Head - Human Resources, Larsen & Toubro, Heavy Civil Infrastructure Independent Company, Mount Poonamallee Road, Manapakkam, PB No.979, Chennai - 600 089, Tamilnadu, India.

In token of your acceptance of the above, please sign and return to the undersigned the duplicate of this letter within 7 days from the date of receipt of this offer.

Yours faithfully,

For LARSEN & TOUBRO LIMITED



(S.V. DESAI)

SENIOR EXECUTIVE VICE PRESIDENT

(Civil Infrastructure)

I have carefully read and understood the terms and conditions of my engagement, and I accept and undertake to abide by them. I affix my signature hereto to signify.

I shall join on or before 03 RD MAY 2021

Place Chennai Date 26.04.2021 (Signature) 