

Mr. Devang Lodha
Jodhpur
Rajasthan

Sub.: Fixed Term Contract

Dear Devang Lodha,

This has reference to your application and subsequent interview with **L&T TECHNOLOGY SERVICES LIMITED** (referred as "Company" henceforth). We are pleased to offer you an opportunity on a Fixed Term Contract basis from 27th Sept 2023 to 27th Dec 2023. This is regarding Classroom and on job training including execution of projects and assignments on the following terms and conditions:

1. You are required to join on or before Sept 27th, 2023. If you do not join by this date, this offer stands withdrawn – unless the Date of Joining is extended and communicated to you in writing.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 **Mr. Siddaraju S (Human Resources – Employee Relations & Compliance)** at the following address:

L&T Technology Services Limited, KIADB Industrial Area, Hebbal, Hootagalli, Mysuru Karnataka 570033

Please note that this is the training location for you.

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

- i. Aadhar Card.
- ii. PAN Card.
- iii. Education certificates including mark sheets.
- iv. Relieving certificate or Service Certificate from your present employer (without which you will not be allowed to join) and other experience Certificates.
- v. Passport.
- vi. Four copies of your recent passport size photograph (with white background-in formals).

You will be required to share the PAN card details, Bank details in the Shared Services (SSC) portal. 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 Three days from the date of the issue of the letter.

2. GRADE AND SALARY

During the period of contract, you will be on LTTS – FTC-EXE grade. Your compensation (Cost to the Company) shall be **Rs. 26,950** per month. The entire remuneration package will be subject to Tax Deductible at Source (TDS), which will be on your account, subject to standard deductions towards tax and other deductions as per Company policy.

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

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. Your contract with the Company is subject to your providing documentary proof of your last drawn salary, educational qualifications and work testimonials if any, and is subject to you being free from any contractual restrictions preventing you from accepting this offer or starting work on the above-mentioned date.
6. Your training location will be Mysore. The company may place you at any of its branches based on your successful completion of the training program. Upon such relocation, you agree to be bound by the rules and regulations of the respective working place, or otherwise as specified by Company.
7. During the fixed term contractual appointment, you will be eligible for 2 days of for every 21 days worked, which will be credited every month in arrears in the subsequent month. Un-availed leaves will lapse at the end of FTC period. Encashment of leaves is not allowed. Leave will be sanctioned at the discretion of the Management, subject to exigency of work.
8. It must be clearly understood that your appointment is purely on a fixed term contractual basis for the aforesaid period after which the fixed term contractual appointment shall automatically stand terminated and you will not report for duty after the mentioned date.
9. Your services may be terminated prior to completion of the period of fixed term contractual appointment or any extension (which may be given as per the provisions of paragraph 8 mentioned below) at any time by giving 60 days' notice or 60 days' basic pay in lieu of notice period and without assigning any reason. Notice period of 60 days should be served, if you are willingly withdrawing from the role during your Fixed term contractual appointment.
10. You will be responsible for any relevant jobs assigned to you from time to time by your Superior.

11. 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 employment. You shall hold strict confidence of such confidential information. This restriction shall survive after termination of employment / retirement / resignation / severance of employment for any reason whatsoever without limit in point of time. You shall not during the term of your employment 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 employment 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 that may be entrusted to and/or placed in your possession by virtue of and/or during the course of your employment with the company.

12. 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 employment with the company. You agree that the company's services are highly specialised. 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/ retirement / resignation / severance of your contract of employment 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 employment specially the terms related to Non-disclosure of confidential information and trade secret & Non-Solicitation and Non-Poaching to that of the company.

13. Non-Solicitation and Non-Poaching

You shall not at any time during the term of your employment 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 employment with the company and for a period of one year after your employment ceases within the company.

14. 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.

15. 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.

A. 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. In the event of the Employee being liable to pay any amounts as mentioned hereinabove, the Company shall have the first charge over the salary, bonus and other dues to be paid to the Employee from the Company and the Employee hereby agrees and authorizes the Company to deduct from them, all such amounts payable by him.

16. This being a purely fixed term contractual assignment, you will not have any lien on this job. You will also not have any right for automatic absorption into the Company or any other associate / affiliate company with which we have business interests / association, against any post / vacancy, existing or arising during your assignment or thereafter. Your absorption as ET- FTE, will solely depend on your successful completion of the assigned training program.

17. In case you leave without completing the contractual obligation, you will be paid proportionate amount based on the number of days spent on the assignment. If you are away on unauthorized absence on any working day during the period, proportionate amount will be deducted from your contractual consideration.
18. 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 of your not reporting for work within 10 days from the date of absence, the same would be treated as "voluntary termination of contract" and it shall be understood that you are no longer interested in the contract and have terminated the contract with 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 your contractual consideration.
19. You shall abide by the internal regulations specified in the company's '**Code of Conduct**' which includes among other policies, Confidentiality policy, Gift policy, Insider Trading and Policy on Sexual Harassment and any amendments and other policies which may become applicable from time to time. Any violation/breach thereof shall call for consequence management, which may include disciplinary action for those found guilty of the misdemeanors including termination of services with immediate effect without any compensation.
20. Your insurance coverage is as per the Insurance Policy of the Company in practice at the point of time.

21. Training

During your contractual period, you may undergo training based on the business need for which the company will cover the entire cost. However, you will sign the training cost agreement wherein, you will bear the liquidity damages.

22. 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 outside India and you will have no objection towards the same.

23. 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 Company or the Employee may in its discretion deem fit. The seat 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.

This Offer of Employment including Annexures hereto together with subsequent Joining NDA, Code of Conduct Policy, Letter of Undertaking if any, and any other subsequent agreement signed from time to time, constitute the entire agreement between the parties.

Date: 14/09/2023

Ref: LTTS/HR/ET/2023/Mysore/577443

24. Other Matters

- a. You will be governed by all rules, regulations and policies of the Company.
- a. You are to devote your full time, attention and ability to the interest of the Company.
- b. You are not to interest yourself in any business or do any trading on your own account.
- c. The above & 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.
- d. You will abide by the laws of India in your dealings with the Company, its stakeholders and society.

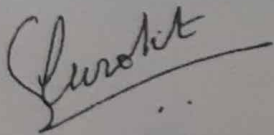
This contract Offer of Employment including Annexures hereto together with subsequent Joining NDA, Code of Conduct Policy, Letter of Undertaking if any, and any other subsequent agreement signed from time to time, constitute the entire agreement between the parties.

25. Please note that it is the responsibility of every employee to familiarize themselves with the provisions of all policies concerning conduct, discipline and behaviors. 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.

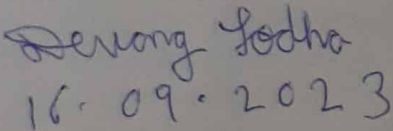
We look forward to your joining us for a mutually rewarding association.

For L&T TECHNOLOGY SERVICES LIMITED



Sandhya Purohit
Group Manager – University Relations

I have read the terms and conditions and accept the same. I will join on. Accordingly, my engagement comes to an end on.



16.09.2023

(SIGNATURE & DATE)
Devang Lodha

Salary Card

Devang Lodha	Date	27th Sept 2023
Consultant	Stream	Delivery
	Grade	LTTTS-FTC-EXE
	Training Location	Mysore
Salary Components	MONTHLY	
	INR	
Basic Salary	21200	
Flexible Benefit Plan (FBP)	5750	
<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	26950	

Flexible Benefit Plan for FTC

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 1,500 p.m. Employee to choose any amount upto INR 3,000
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