



Ref: LTTS-Vadodara /HR/309424

Date: 31/05/2021

Mr. Vishal Sanjay Aradwad
Prempandhari niwas shivneri nagae deglur, dist. Nanded, Maharashtra
Maharashtra
Mobile: 8411803596

Sub: Offer of Employment

Dear Vishal Sanjay Aradwad ,

Congratulations! We are pleased to offer you full time employment as **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 **03/06/2021** . If you do not join by this date, this offer stands withdrawn – unless the Date of Joining is extended and communicated to you in writing.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. Deepesh Shahani (Human Resources – Employee Relations & Compliance)** at the following address:

L&T Technology Services Limited, SEZ Unit 2, Knowledge city, (IT/ITES-Special Economic Zone) Village Ankhol & Bapod District, Vadodara – 390019 .

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

Grade : LTTS-3

Your total compensation (Cost to the Company) shall be **Rs. 400,000.00 /- per annum** . 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. All statutory requirements of tax, including tax deductible at source, Employer Provident Fund, professional tax, etc. will be paid and complied by the Company and all/ any funds/ salary/ remuneration paid to you will be after such appropriate deductions.

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



Mr. Vishal Sanjay Aradwad

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 **Vadodara** location in unit. You will be employed at SEZ/STPI/DTA Unit. However, the Company may relocate/ transfer/ depute you to any of its branches or client's place as part of their work, within or outside India where business of the Company or any subsidiary/ branch/ outlet/ unit of the Company is in or may come into existence if the Company so directs based on the exigencies of work. Upon such relocation/ transfer, you agree to be bound by the rules and regulations of the respective working place, or otherwise as specified by 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. Hours of Work and Paid Holidays

You will observe the working hours and holidays normally observed by your assigned department and location. This may include working hours and holidays observed by the client.

8. 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.

9. 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. The remuneration comprising of Base Pay, Variable Pay, Retention Bonus and other elements, is subject to an annual review as may be decided by the Management Policy based on performance of individuals, team and company. Variable Compensation earned and payable at a future date may be deferred or reduced, notwithstanding the achievements of the performance metrics, for unforeseen circumstances such as a pandemic like Covid-19, natural disasters or an act of God, that would adversely affect the business. The Base Pay amount may similarly be subject to deferment or reduction during the employment term subject to agreement by the Parties.

10. 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.



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11. Medical Benefits Scheme

Your appointment is subject to your being found medically fit by the Company Doctor.

12. Gratuity

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

13. Superannuation

All employees in the Company shall retire on reaching the normal retirement age fixed by the Company, which is 58 years at present. For the proof of your age, the Company considers only the date of birth as mentioned, in the SSLC / School Leaving Certificate. The date of birth once furnished and admitted shall be final and no change will be entertained.

14. Termination of Employment /Notice Pay

- i. Notice period for full time employees is 90 days, and either party will be allowed to terminate the contract of employment by giving 90 days' notice in writing, subject to Company's right to pay basic salary in place of notice period or pro-rated amount.
- ii. 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.
- iii. 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
 - a. 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.
 - b. Violation on your part of the Company's rules regarding the authenticity and information declared at the time of joining the Company.
 - c. Any misconduct on your part.
 - d. Failure to carry out any of your duties and obligations. You are adjudged insolvent or become bankrupt or are charged with any criminal offence which is prejudicial to the interests of the Company.
 - e. You are adjudged insolvent or become bankrupt or are charged with any criminal offence which is prejudicial to the interests of the Company.
 - f. The Company is restricted from continuing your employment due to any other legal incapability.
 - g. 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.

15. Training

During your employment 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.

16. Exemptions

1. Employees transferred from other ICs of Larsen & Toubro Limited to L&T Technology Services will be exempted from the following clauses of this Offer Letter:

- Clause 3
- Clause 4



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2. Employees hired and working with L&T Technology Services at locations outside India and 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

17. 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..

18. 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.

19. 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.

20. 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.



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21. Restrictive Covenant

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

- Company's services are highly specialized.
- The identity and needs of the Company's customers are not generally known in the industry.
- 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.
- 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. 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 authorises the Company to deduct from them, all such amounts payable by him.

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.



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LTTTS 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

24. 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.

25. Passports

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 Employee Relations & Compliance - HR at your location, within 90 days of your joining.

26. 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 & 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

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. 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 defence 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**

DocuSigned by:
Rama K Reddy
BEE37F2C04B340A...

31-05-2021

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

Mr. Vishal Sanjay Aradwad

DocuSigned by:
Vishal Sanjay Aradwad
FB9E7CEE4944421...

31-05-2021

(Signature & Date)



Salary Card

Vishal Sanjay Aradwad	Date	31/05/2021
Engineer	Stream	Delivery
	Grade	LTTS-3
	Location	Vadodara
Salary Components	Monthly	Annual
	INR	INR
Basic salary	15,500.00	186,000.00
Flexible Benefit Plan (FBP)	13,978.00	167,733.00
<ul style="list-style-type: none"> - House Rent allowance - Meal Card - Education Allowance - Mobile Expencc Reimbursement - Leave Travel Assistance - FBP Balance 	Eligibility under each of these components is mentioned in the FBP Sheet	
Gross Monthly	29,478.00	353,733.00
Retirement Benefits		
- Provident Fund(@12% of Basic)		22,320.00
- Gratuity (@ 4.81% of Basic)		8,947.00
Total Fixed Compensation		385,000.00
Bonus		15,000.00
Total Compensation		400,000.00