

September 2, 2020 Ref: LTI/HR/AT/T0027707

Mr. Shivam Rakesh Singh

8/402, Kohinoor PlazaChakki Naka, Kalyan EastAbove Little Aryans School Kalyan-421306 Maharashtra, India Tel: 7715987513

Dear Mr. Shivam Rakesh Singh,

## LETTER OF APPOINTMENT AS ASSOCIATE TRAINEE

With reference to the interview you had with us, we have pleasure in appointing you as a Associate Trainee on the following terms and conditions:-

### MEDICAL FITNESS AND OTHER REQUIREMENTS

- a) Being found medically fit by our authorized doctor.
- b) Conforming to the eligibility criteria mentioned in the offer of employment issued to you.
- c) Signing Letter of Undertaking with the company and /or Bank Guarantee as per the specified format
- d) Clear scan copy of mandatory documents to be uploaded within one week in the portal.

### 2. PROBATION

You will be on probation for one year from the day you report for training. During the period you will be given an on the job training for various assignments and knowledge transfer process, the contents of which are Company's/Clients proprietary information and confidential information.

### 3. SALARY & ALLOWANCES

Your Basic Salary during probation will be Rs. 15,000/- pm. and allowances as per details in the Annexure enclosed.

### 4. ABSORPTION

On successful completion of the said one year training, of which the Company shall be the sole judge, the Company or any of the 'Larsen & Toubro Group of Companies' will consider offering you employment in a suitable grade in the Company and will be based at any of our proposed SEZ sites across India.

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### 5. TERMINATION

- During the period of training, LTI alone has the right to terminate contract of appointment by giving;
  - One week's notice to that effect in writing or basic salary in lieu thereof within 90 days of joining the company.
  - b) One month's notice to that effect in writing or basic salary in lieu thereof if the event for termination occurs beyond 90 days of joining the company.
- After completion of the said training and confirmation thereof, LTI has the right to terminate the
  contract of employment by giving three month's notice to that effect in writing or basic salary in
  lieu thereof.
- The right to terminate the contract of employment can be exercised by you upon giving at least three month's notice to that effect in writing. For avoidance of doubt such a right cannot be exercised before the expiry of the 2 years period as stipulated in the Letter of Undertaking. However, if you terminate the contract of employment before the expiry of 2 years, the Company is entitled to receive the sum of Liquidated Damages as stipulated in the Letter of Undertaking executed by you.
- 4) The Company shall have the right to terminate this agreement forthwith, without any notice, in the event of any of the following:
  - a) Breach of any of the conditions of this agreement; 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 with regard to 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.

#### 6. TRANSFER

You are liable to be transferred to any of our establishments as and when required by the management.

### 7. CONDUCT

During the course of your training, you will diligently and faithfully carry out directions & instructions issued to you by the Company, its officers and representatives. The course and manner of your training will be decided solely by the Company at its discretion. Based on organizational requirements, you may be required to work as part of training in any department/ development centre of the Company and /or in any of the "Larsen & Toubro Group of Companies".

You shall not at any time engage in or be concerned with or be interested, directly or indirectly in any business, work or activity other than that of the Company or commit any act prejudicial to the interest of the Company and/or its business (The Company being the sole judge thereof).



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You hereby agree that for the period of deputation at an onsite location, you will abide by the laws of the country of your deputation and for the duration of assignment in India, you will comply with the terms and conditions of your appointment letter.

You will be governed by all rules, regulations and policies of the Company.

# 8. HOURS OF WORK AND PAID HOLIDAYS

You will observe the working hours and holidays as followed by the department and location to which you are assigned.

You will be required to work in shifts (including night shifts) as and when required in the project you are assigned.

## 9. LEAVE

No leave of any kind is permissible during the class room training of your training.

A credit of 2 working days will be made for every completed month, except for the month June and December, where only 1 working day will be credited. The credit will happen on the 1st of every month for the previous month.

New joinees, with date of joining between 1st to 15th of a month, will get an earned leave credit of 2 working days on completion of the month except if the joining month is June or December, in which case the earned leave credit will be 1 day and new joinees with date of joining between 16th to end of a month, will get an earned leave credit of only 1 working day on completion of the month.

Employees can avail 5 days advance earned leave, provided the earned leave is zero.

You will be permitted to carry forward a maximum of only 11 Earned Leaves during the year, with an option to carry forward up to a maximum of 60 days.

All weekly Offs, Special Days Off and Paid Holidays falling in between your Leave Period will not be counted as leave.

### 10. UNAUTHORIZED ABSENCE

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 "absconding from work" and it shall be deemed that you are no longer interested in the employment. This will be considered as breach of contract, and the company may take action accordingly.

You will keep us informed about your local  $\prime$  contact details directly in HR systems whenever there is any change.

## 11. TRADE SECRETS AND CONFIDENTIAL INFORMATION

During the term of your training and 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 shall 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, as the case may be. You shall agree not to use, communicate, reveal or otherwise make available such information for any purpose whatsoever or to divulge such information to any person, partnership, corporation or entity other than those expressly designated by the Company unless such employee is compelled to disclose it by judicial process.

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#### 12. RESTRICTIVE COVENANT

The Company is in the business of providing various services in the area of Information Technology. You will acknowledge that:

- a) Company's services are highly specialized:
- b) The identity and particular needs of the Company's customers are not generally known by the industry:
- c) Company has a proprietary interest in its customer list and relationships;
- d) Documents & other information regarding Company's services, pricing & costs, as well as information pertaining to Company's customers including but not limited to identity, location, service requirements & charges to the customers are highly confidential and constitute trade secrets.

### You will agree that:

You will not directly or indirectly solicit, take up employment or transact any sort of business directly or indirectly with any person, company, firm, or corporation which is or was the customer of the Company on behalf of yourself or any other person, firm, company or corporation, for a period of two years after this training has been terminated for any reason, regardless of whether the termination is initiated by the Company or yourself.

#### 13. DISPUTE

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

#### 14. 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.

15. You are requested to report on Aug 28, 2020 at 8:30 AM at the following address:

Navi Mumbai Dev Ctr, Block I,TTC Electronic Zone, Plot EL-200 (Part),Shil Mahape Road, Navi Mumbai,13,400701

It is essential that you join on the date mentioned as above. After accepting our offer, if you do not report on the stipulated date, this offer of appointment will stand withdrawn.



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- 16. Please bring along with you the following documents in original and one copy of the same.
  - Duly acknowledged copy of the appointment letter.
  - Duly executed Letter of Undertaking along with duly filled Guarantor page.
  - Non-Disclosure Agreement.
  - Relieving certificate, pay slip /salary certificate from your last employer, if you were employed prior to joining us.
  - Two copies of your recent passport size photograph with white background.

# Attested copies of the following

- Proof of age.
- SSC/HSC or equivalent examination mark sheets.
- Diploma / Degree mark sheets for all the Semesters/Years.
- Passport first & last page.
- Four wheeler Driving License.
- Pan card.
- Aadhar card.

You are requested to note that our offer is subject to submitting the above documents.

# 17. PASSPORT AND AADHAR CARD

It would be to your advantage and in view of the business of LTI, all trainees are required to possess a valid passport and an Aadhar Card. In case you do not already have one, you are required to obtain/produce a proof of having applied for the same at your own expense, and intimate the same to the GOHR at your location, within three months of joining.

These above details need to be updated through HR Systems portal.

According to the standard practice of our Company, you will treat the above terms of this agreement as confidential.

We welcome you to our company and look forward to a long and fruitful association with you.

Yours faithfully, for Larsen & Toubro Infotech Ltd.

Nikhil Govekar

Sr. Manager - Campus Recruitment

I have read the letter and accept the same. I will report for training

at Mahane on: 28-Aug-20

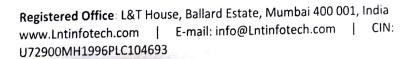
Signature and Date

Mr. Shivam Singh

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### **ANNEXURE**

Name : Mr. Shivam Singh Date : September 2, 2020		
Salary Grade : AT		
COMPONENTS	Rs. (P. A.)	Rs. (P. M.)
MONTHLY REMUNERATION		
Basic		15,000
Bouquet of Benefits		3,000
A. Base Salary (PA)	216,000	18,000
Annual Incentive	10,000	
B. Total Variable (PA)	10,000	
C. Total Target Cash (A+B)	226,000	
Provident Fund (PF)	21,600	1,800
Gratuity	8,664	722
Mediclaim Premium	6,108	
D. Retirals & Other Benefits	36,372	
Cost to Company (CTC) C+D	262,372	



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### Medical Insurance Premium:

The Group Mediclaim Policy of Company covers Employee, Spouse & upto 2 dependent children (below 25 yrs of age) for maximum amount of Rs. 3,00,000/- p.a.

Employees will not be eligible for any other assistance towards domiciliary treatment other than the medical allowances.

### Notes:

- 1) Basic will be reckoned for PF, Gratuity (If applicable) and Leave Encashment as per rules.
- 2) H.R.A. will be deducted for accommodation (if any) provided by the Company.
- 3) You are covered under the ESIC Act and there will be statutory deductions as per the ESI Policy.
- 4) The Company can set off or make appropriate adjustment from Bouquet of Benefits towards bonus payable, if any, subsequent to the amendments of payment of Bonus Act.
- 5) The PF amount shown is the Employer's contribution. An equal amount will be deducted as Employee's contribution.
- 6) The eligibility for payment of Gratuity is a minimum of five years of service in the Company.
- 7) The Annual Incentive(AI) will be payable after confirmation. Those rated at the lower end of the performance band as per company policy, will not be eligible for the same.
- 8) Any or all of the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time. For all salary components refer to the respective policy documents.
- Following are the components applicable to you under Bouquet of Benefits (BOB).

Components	Limits	Remarks
House Rent Allowance (PM)	10% - 50% of basic	Mandatory
Medical Allowance (PM)	Rs. 1,250/-	Optional
Conveyance Allowance (PM)	Rs. 1,600/-	Optional
Meal Allowance (PM)	Rs. 1,100/- OR Rs. 2,200/-	Optional

<sup>\*</sup>Balance amount under BoB will be paid as Adhoc Allowance per month and will be fully taxable.

- -You are required to declare your options under BoB in the SSC Portal. The guidelines relating to BoB are available under HR Policies.
- Income Tax will be deducted at source wherever applicable as per Income Tax Rules.
- Any or all of the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time.



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