



6, Jul 2021

**VIJAY PATHAK**  
C2, 602 Gokul CHS, Sector 19A, Nerul (E)  
Navi Mumbai-400706  
Maharashtra, India

Dear VIJAY

**Sub: Offer of Employment on Probation**

With reference to the interview that you had with us, we have pleasure in offering you contract of employment in our organization as **Dy General Manager - Project Finance** on the following terms and conditions with effect from 25 Aug, 2021

**1. Salary:**

Your basic salary will be **Rs. 1,10,840.00 (Rupees One Lakh Ten Thousand Eight Hundred And Forty only).**

In addition to the above basic salary, you will be entitled to other allowances admissible to your cadre as per Company's Rules framed from time-to-time, as per details given in the Annexure.

**2. Increments:**

Increments will not be automatic but will be dependent on (a) the financial results of the Company, and the performance of the Department, and (b) the performance of the Individual.

**3. Probation:**

Your probation period will be for a period of 6 (six) months during which your performance and suitability for the employment will be evaluated. The Management reserves its right to extend this period, if necessary. At the end of the Probation period if you are found suitable for the position, your appointment will be confirmed by us in writing. Until your appointment is confirmed by us in writing, you shall be deemed to be on probation.

**4. Medical Fitness:**

Your appointment on Probation is subject to your being found medically fit by our Company's Medical Officer.

**5. Termination of employment:**

During the probationary period, either party will be entitled to terminate the contract of employment by issuing 1 (one) month's notice in writing to the other. After confirmation, termination of employment by either party shall be by giving three month's notice in writing to the other or basic salary in lieu thereof.

In the event of your issuing a notice of termination shorter than the above period, the Company shall have its own discretion to adjust any leave due to you or recover from you such amount from your dues towards the shortfall in notice period.

## **6. Place of work:**

You will be assigned to work in any of our locations. Your initial posting will be at Chennai - HO and you will report to **Mr. Pramod Sushila Kapoor**, **Chief Financial Officer, F&ACorporate, L&T Infrastructure Development Projects Limited**. Please note that the company shall have every right to transfer you to any other Business Unit / Department of its establishment in India or abroad or to any of its Subsidiary or Associate Companies as and when required by the Management. You have to join duty at your own expenses.

## **7. Hours of Work & paid Holidays:**

You will observe the working hours and holidays normally observed by the Department you are assigned to. You will be required to work in shifts, as per the requirement of Department / Location of your posting.

## **8. Leave:**

No leave of any kind is permissible during the period of probation. After confirmation in the service of the company, you will be eligible for the following leave:

**Privilege leave of 33 days** per Calendar Year will be allowed on full pay with option to accumulate upto a maximum of 90 days as on 1st January of each year. PL earned during the Calendar Year will fall due only in the beginning of the subsequent year. PL in excess of 90 days at the beginning of calendar year, if any, will automatically lapse. PL cannot be combined with any other leave.

There will be **no quantum of Sick Leave** and it will be granted solely at the discretion of the Management.

## **9. Provident Fund / Pension Scheme:**

Will be applicable as per the provisions of relevant Statutes.

## **10. Medical Benefits Scheme:**

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

## **11. Gratuity:**

You will be eligible for Gratuity under the terms of Gratuity Act.

## **12. Retirement Age:**

Every employee shall retire upon completion of **58** years of age.

## **13. 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 L&T Infrastructure Development Projects Limited at its sole discretion. The arbitration proceedings shall be conducted in accordance to the (Indian) Arbitration & Conciliation (Amendment) Act, 2015. The Arbitration proceedings shall be conducted in English language. The place of arbitration shall be **Chennai** and the Courts at **Chennai** shall have the exclusive jurisdiction. The Award of the arbitrator shall be final and binding on the parties. The governing law of arbitration shall be the laws of India. The costs of the arbitration shall be borne by the respective Party as decided in the Arbitral Award.

## **14. Pre Employment Verification**

The company reserves the right to verify your documents and background through internal and external agencies. These may include your current/ previous employment history, educational/ professional credentials and other background checks. If any discrepancy with regards to documentation is discovered after you have joined the company, you are liable to be terminated, apart from legal action being initiated against you.

## **15. General:**

a) You are to devote your whole time attention and ability to the interest of the Company.

b) You are to treat as strictly confidential the affairs of the Company and its customers of which you may be cognizant, particularly the drawings, specifications and other consultancy information.

c) You are not to interest yourself in any business or do any trading on your own account.

**d) 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.

**e) 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.

**f) 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 subsidiary's and/or affiliate's 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.

**g) Breach of any one of the conditions above will render you liable for termination of your employment without notice.**

**h) In accordance with the standard practice of the Company, you are to treat the above terms and conditions of your employment as strictly confidential.**

**16.** You may please signify your acceptance of this letter of offer by signing the original and returning us the duplicate copy of this letter, in token of your acceptance within a period of 10 (Ten) days from the date of this letter. Failing which this Letter of Offer shall become invalid.

This offer of employment is conditional upon the following:

- a. Complete submission of Employment Form to the company.
- b. Signature on acknowledgement of understanding of all Policies of the Company.

We are looking forward to your response on this Letter of Offer.

Yours faithfully,

**For L&T Infrastructure Development Projects Limited**



**(P. G. SURESH KUMAR)**

Chief Personnel Officer

I have read the above contents and accept the same.

----- I will join duty on \_\_\_\_\_

(Signature)

## ANNEXURE

<b>Unit</b>	<b>L&amp;T Infrastructure Development Projects Limited</b>	
<b>Name</b>	VIJAY PATHAK	
<b>Designation</b>	Dy General Manager - Project Finance	
<b>Location</b>	Chennai - HO	
<b>Career Level</b>	6	<b>Pay Grade 6C</b>
<b>CTC</b>	INR 38,00,006	
<b>Monthly Components</b>	<b>Monthly</b>	<b>Annual</b>
Basic Salary	1,10,840	13,30,080
HRA	44,336	5,32,032
Conveyance Allowance	1,600	19,200
Supplementary Allowance	90,428	10,85,136
<b>Total (A)</b>	<b>2,47,204</b>	<b>29,66,448</b>
<b>Annual Components</b>		
LTA	3,333	40,000
Performance Linked Pay	47,500	5,70,000
<b>Total (B)</b>	<b>50,833</b>	<b>6,10,000</b>
<b>Retirement Benefits</b>		
PF	13,301	1,59,612
Gratuity	5,328	63,946
<b>Total (C)</b>	<b>18,629</b>	<b>2,23,558</b>
<b>Total CTC (A) + (B) + (C)</b>	<b>3,16,667</b>	<b>38,00,006</b>
<b>Others not considered in CTC</b>		
Mobile Reimbursement	2,000	24,000
Data Card Re- imbursement	800	9,600
<b>Total (D)</b>	<b>2,800</b>	<b>33,600</b>
<b>Total (A) + (B) + (C)+(D)</b>	<b>3,19,467</b>	<b>38,33,606</b>

1) \*Performance linked pay is to be earned. The PLP amount can vary based on the performance of the employee

2) Car Scheme:- This is part of the CTC . Presently for the purpose of convenience the above components have been considered in the supplementary allowance. Incase if you opt for Car Scheme then accordingly the corresponding amount in lieu of Car will be reduced from the supplementary allowance

3) Over and above the said CTC you are eligible for a Mediclaim Cover for Rs. 8,50,000/- for a family of 4 including self

4) You are also eligible for Group Personal Accident coverage

5) Medical Reimbursement Domiciliary at actual (As per Company Policy)

6) You are eligible for Gratuity as per the Gratuity Act