



LTHE: OFSR:MUM:PERM:PREV20050709

Date: 21st February 2019

Mr. Duraisingh C
No.747, 13A Cross,
Chandra Layout,
Nagarbhavi road,
Bangalore- 560072.

Phone: 9916922236

Dear Mr. Duraisingh C

OFFER OF CONTRACT OF EMPLOYMENT

We, L&T Hydrocarbon Engineering Limited, **Offshore Vertical**, hereafter referred to as the "Company", with reference to the interviews you had with us, have pleasure in offering you a contract of employment in the Company's **Covenanted Cadre** designated as **Principal Technologist – Process Department** on the following terms and conditions:

1. COMMENCEMENT OF CONTRACT & REPORTING

The contract of employment will commence from the date you report for duty. You will report to **Mr. Chandrashekar KV- Process Department, Offshore Vertical, Mumbai.**

2. DURATION OF CONTRACT

The contract is for continuous employment till the date of your retirement, but subject to earlier termination as provided in the Clause "TERMINATION OF CONTRACT", detailed ahead.

3. REMUNERATION & GRADE

Effective from the date of joining, your basic salary will be **₹ 36,000/- (Rupees Thirty Six Thousand Only)** per month, in the Covenanted cadre in **M2-B grade**. Detailed breakup is in the annexure. The allowances and benefits applicable to you are as per the company policy.

4. SALARY REVIEW / INCREMENTS

Your salary increments will not be automatic and will depend upon:

- a) The financial results of the Company and that of your Department, and
- b) Your individual performance.

Subject to the above, increments will be granted within the above-mentioned grade.

5. PERFORMANCE LINKED REWARD

You will be considered for Performance Linked Reward for each financial year (April to March), as decided by the Management, in the following July, based on Company/Group/Business Unit performance and your own individual performance. Performance Linked Reward on **pro-rata basis** relating to the performance in the previous financial year will be considered in the following July, provided the employee has joined the Company on or before 1st January. This is as per present reward guidelines, which are reviewed for change from time to time.

6. RETENTION PAY

All payments due on account of Retention Pay shall be forfeited for employees who resign and/or are serving notice period on or before the date of payment of Retention Pay.

7. MEDICAL BENEFITS

You will be eligible to medical benefits according to the Company's rules for your grade in force from time to time.

8. 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 have not withdrawn the total accumulation standing to the credit of your account in the fund AND the rule in relation to that permit you to transfer your Provident Fund Account, then you will be eligible to join the **COMPANY'S OFFICERS AND SUPERVISORY STAFF PROVIDENT FUND** from the date of joining service on the receipt of your declaration in Form 11. Otherwise you will be enrolled as a member of the above Provident fund from the day of your joining our organization, under which at present the employee shall subscribe a sum equal to 12% of the monthly basic salary and the Company contributes an equivalent amount.

9. GRATUITY

You will be entitled to receive gratuity in accordance with the Company's Gratuity Scheme as applicable for employees in your grade. Service for the purpose of calculation of gratuity shall be reckoned from the date of your joining the company.

10. LEAVE RULES

The eligibility of the leave rules and the quantum thereof will be in accordance to the "Leave Rules" applicable to the unit/location to which you are assigned.

- (a) **Privilege Leave:** You will be eligible for 30 days' Privilege leave on completion of eleven months' unbroken service. Thereafter privilege leaves will be credited on 1st January each year and will be calculated at the rate of 1 day for every 11 days worked with an option to accumulate leave up to a maximum period of 300 days. Leave encashment will be as per the company policy.
- (b) **Casual Leaves:** You will be entitled to 8 days of casual leaves in a calendar year which would be granted on pro-rata basis based on the date of joining. Unconsumed leaves will lapse at the end of the year on 31st December. Casual leaves will not be granted as a matter of right. It will be allowed on the account of urgent, unforeseen and unavoidable circumstances subject to exigencies of work at the discretion of the management.
- (c) **Sick Leaves:** Sick Leave will be granted at the sole discretion of the Management. You will observe the holidays as per the company holidays calendar for the location you are assigned to.

11. HOURS OF WORK AND PAID HOLIDAYS

You will observe the working hours and holidays normally observed by the Department you are assigned to.

12. PLACE OF WORK

You will be assigned to work at **MUMBAI**. However, you will be liable to be transferred to any of the Company's Establishments/Works in India or outside or any of its Subsidiaries/Joint Venture Companies, as and when required by the Management. In the event of transfer or deputation, you may be required to consent to and/or agree to certain other agreements or

Mr. Duraisingh C

policies applicable to such an assignment, deputation or transfer. On such transfer or deputation, you will be governed by rules and regulations applicable to the unit in which you will be working. Your duties may be varied from time to time and your services may also be loaned to or utilized in any of the Group / Associate companies.

Office Timing at Mumbai:

Monday to Friday: 8:25 AM to 05:10 PM (8 hours 45minutes with half an hour break for lunch). Saturday: 8:25 AM to 12:35 PM (4 hours 10 minutes).

13. RETIREMENT AGE

Every member of the Covenanted Staff shall retire upon completion of the age of 58 years.

14. LEAVE TRAVEL ALLOWANCE

You will be eligible to receive Leave Travel Allowance as per the company policy for the staff in your cadre. This is a part of Flexipay and needs to be declared and claimed as per your eligibility through Shared Services Centre (SSC) Portal.

15. 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 the company at its sole discretion. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996, as amended from time to time. The language of arbitration shall be English. Both the company and the employee shall be 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 venue 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.

16. PRE-EMPLOYMENT VERIFICATION

The company reserves the right to verify your documents and background through internal and / or external agency (agencies) at any point of time during your employment. These may include your current / previous employment history, educational / professional credentials, criminal records (if any) and other background checks. Your employment may be contingent upon the successful verification and management discretion.

17. MEDICAL FITNESS

Your appointment is subject to your being found medically fit by the Company's Medical Adviser.

18. CONFIDENTIALITY

- (a) In accordance with the standard practice of the company, we request you to treat the terms of your employment as confidential. Your salary, allowances, benefits and rewards are strictly confidential. By accepting employment with the Company, you undertake not to disclose these to anyone.
- (b) You are to treat as strictly confidential the affairs of the company and its customers of which you may be cognizant and particularly the drawings, quotations, specifications and any other manufacturing and financial information or any other information or record whose leakage may not be in the interest of the company.
- (c) You shall maintain the integrity and confidentiality of all internal communications and shall not divulge or communicate in any manner sensitive/ confidential information to third parties. Your employment will be governed by the principle of "Volenti Non Fit Injuria". **Violation of these clauses would be viewed as a serious breach of conduct.**

You will be required to sign a "Confidentiality Agreement" with us, during your onboarding process.

19. TERMINATION OF CONTRACT

Termination of employment by either party will be by giving 3 months' notice in writing to the other, subject, however, to the Company's right to pay three months' salary in lieu of such notice to you. Further, in the event of your giving a notice of termination shorter than the above period of three months, the Company shall have, at its own discretion, the right to adjust any leave due to you and / or recover from you such amounts towards notice pay for the shortfall in the period of notice.

The Company may at its sole discretion terminate the Contract of Employment without notice and / or salary in lieu of notice, on occurrence of:

- (a) Embezzlement, intoxication or illegal drug abuse, unauthorized absence in excess of the Company leave policy, unauthorized disclosure or misuse or attempted unauthorized disclosure or misuse of Company's confidential information, gross insubordination, or receipt or attempted receipt of any impermissible rebate, kickback or other similar remuneration or consideration in connection with any potential or existing opportunity for the Company and its affiliates and their employees, contractors and clients;
 - (b) Engaging in misconduct (willful, intentional or otherwise) during or in connection with the performance of your obligations hereunder, may affect the company or being arrested, charged or convicted in a criminal proceeding or similar proceeding that involves a matter which company believes, in its sole discretion, may affect the performance of your obligations hereunder, may affect the company and /or its affiliates and their employees, contractors and /or clients or may otherwise bring the company and/or its affiliates and their employees, contractors and/or clients any disrepute, whether or not such matter is directly related to the affairs of the company and /or its affiliates and their employees, contractors or clients;
 - (c) Involvement in any act of moral turpitude
 - (d) If in the opinion of the company, the continuance of your employment is detrimental to the interest of the Company
 - (e) Serious breach of Code of Conduct and / or Confidentiality
- provided that, in the event of termination as provided hereinabove, all benefits / perquisites / allowances shall stand forfeited immediately, and you will only receive any statutory benefits as applicable to you on the date of your termination.

20. COMPLIANCE

- (a) You are to devote your whole 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) Any invention or discovery made by you during the course of employment with the Company shall become the property of the Company and you shall forthwith execute such documents including assignment agreements as provided under applicable law for transfer of title to the Company to enable the Company to register the same as **Company owned intellectual property** and you shall not raise nor have any claim in respect thereof.
- (d) You shall not, without the previous consent of the Company at any time during the currency of this contract, publish any book, booklet, brochure or pamphlet or contribute any article to any newspaper or other publication whether for remuneration or otherwise, relating to the affairs of the Company or to your work in the Company. Further you shall not, without prior permission in writing and unless it is a part of your day-to-day work, take any papers, books, drawings, photographs, instruments, computer software material, documents or any other property of the Company out of the work premises, nor shall in any way at any time disclose, divulge or make public any information or matter concerning the process, packaging analytical methods, accounts, transactions, dealings, trade secrets of the Company whether the same may be confided to you or become known to you in the course of your employment with the Company or otherwise.
- (e) You will be subject to the rules and regulations of the Company as are in force at present, or as may be introduced or amended or extended from time to time, whether they are individually notified to you or not.
- (f) You will in writing advise the Human Resources Department the address to which communications to you shall be sent and any communication sent to you at such address shall be deemed to have been duly sent by us and received by you. Your address shall be as advised by you to us, in writing.

- (g) You shall declare your date of birth in writing. The information given by you in this respect shall be entered in our records and it cannot be altered at your option thereafter. It will be the sole evidence of your age in relation to all matters pertaining to your service.
- (h) You agree to indemnify the Company and its affiliates for any losses or damages sustained by Company and its affiliates which is caused by or related to your breach of any of the provisions contained in this Terms of Employment.
- (i) You shall judiciously use the Information and Technology facilities provided to you. You shall abstain from using any personal information belonging to any other employee of Company, its client, or any other business associate (hereinafter referred to as 'Data'), for any purpose except for which you shall be authorized. You shall protect the Data received in connection with the performance of obligations under the contract of employment. Adequate security measures are to be taken to protect the Data and shall not disclose the Data to any third party. You shall comply with all applicable data privacy laws.

21. CORPORATE GOVERNANCE

You shall abide by the internal regulations specified in the company's 'Code of conduct' inter alia Confidentiality policy, Gift policy, Insider Trading and Policy on Sexual Harassment and any amendments thereof and / or other policies which may become applicable from time to time. Any violation / breach thereof shall call for consequence management, which may include as disciplinary action for those found guilty of such misdemeanors, termination of services with immediate effect without any compensation. The Company expects all employees to comply with these regulations in letter and spirit. You will be governed by the terms of this contract and your employment is subject to the company rules governing your compensation and terms of employment including the Company's discipline, conduct and appeal rules.

Company further expects that you will abide by the law of land in your dealings with the Company, its stakeholders & society.

While the Company will endeavor to communicate in a transparent manner any changes in the rules and terms covering compensation and other rules of your employment, please note that it is the personal duty and obligation of every employee to familiarize themselves with the dos and don'ts of all policies concerning conduct, discipline and behaviors, compensation, confidentiality and compliance. You shall not exploit the organizational resources for one's own personal gain/ pecuniary advantage. 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. Accordingly, your employment will be governed by the principle of "Volenti Non Fit Injuria".

You will be required to read and sign a Copy of the "Code of Conduct" during your onboarding process.

22. WARRANTY

- (a) You warrant that your employment with Company will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party to.
- (b) You warrant that you have satisfactorily completed all your obligations under any employment contract or other contract or agreement with company(ies), person(s) or entity(ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior the effective start date at the Company.
- (c) You warrant that you have not and will not inappropriately, or attempt to, use or disclose any confidential or proprietary information obtained from a third party or otherwise.
- (d) You warrant that you will comply with all of Company's policies and standards (including the Company's Code of Business Ethics) in effect from time to time and shall perform your services in a professional manner and in a manner consistent with the ethical and professional standards of Company or otherwise as applicable to the services provided by you hereunder.

23. VALIDITY OF OFFER

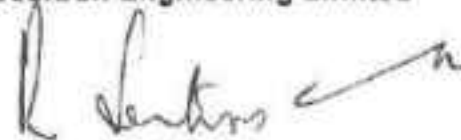
This offer will remain open for your acceptance for 7 days. If acceptable to you, please return to us the duplicate copy of this letter duly signed (print / scanned) in token of your acceptance. You are requested to report for duty at your own expenses at L&T Hydrocarbon Engineering Limited, HR & Personnel Department, EPC Block 1st Floor, Gate No.-1, Powai Campus, Mumbai- 400072 on or before **18th February 2019** and H R Department **Concerned HR** at 9:00 am. Please write and confirm the date on which you expect to join duty. All communications / notices should be addressed to L&T Hydrocarbon Engineering Limited, **LTHE HR Department, EPC Block, 1st Floor, Gate No. 1, L&T Powai Campus, Mumbai - 400072.**

On the date of your reporting for duty, please bring along with you the following documents in original and a self-attested copy of:

- (a) *For SSC & HSC - Mark Sheets OR Pass Certificates if the percentage / Grade of marks or CGPA is mentioned*
- (b) *For Diploma, Graduation, Post-Graduation or any other Certification course - Marksheet (Consolidated OR semester-wise / year-wise) OR Pass / Degree Certificate if percentage of marks or CGPA is mentioned*
- (c) *Proof of Date of Birth (Aadhar Card/SSC/Driving License/Passport/PAN Card)*
- (d) *Experience Certificate(s) OR Offer Letter(s) and Relieving Letter(s) OR Salary Slips for entire duration of work OR Document(s) mentioning start and end date of employment in the organization*
- (e) *Copy of Last Month's Salary Slips of the last company worked for*
- (f) *Pan Card & Aadhar Card*
- (g) *Three copies of your recent photograph in passport size;*
- (h) *Your employer's Provident Fund Code No., your Provident Fund Account No., Provident Fund Trust details, UAN and Family Pension Fund Account No.;*

Please note that you will have to enter your bank details (Savings Account) in our Shared Service Centre portal post joining. All other reimbursements are through the Bank and hence you are requested to open an ERA (Current Account) and update the same in our SSC portal. Note – Salary payment will not take place until you update your bank details (Savings Account) and PAN card number in SSC portal.

Yours faithfully,
For L&T Hydrocarbon Engineering Limited



Satish Ramachandran
GM & Head HR – Offshore Vertical

Candidate's Acceptance:

I have read & understood the above contents and accept the same.

Name: _____

Signature: _____

Mr. Dural Singh		ANNEXURE 1	
LARSEN & TOUBRO GROUP OF COMPANIES - MUMBAI			
ALLOWANCES & PERQUISITES APPLICABLE TO COVENANTED GRADE - M2B			
Sr. No.	Particulars	Eligibility	Remarks
1	Flexi Pay A	Rs. 91400/- p.m.	Payable as a part of salary. Allocate Flexi towards allowances like LTA, Educational Allowance, HRA & Conveyance
2	Flexi Pay H	Rs. 13500/- p.m.	
3	Flexi Pay C	Rs. 13200/- p.m.	
Under Flexi C employee may opt for any one of the option the below			
Conveyance Allowance/Car Scheme		Employee may opt for any one of the 2 options below to be exercised after joining	
1	Option 1 - Conveyance Allowance	Rs. 13200/- p.m.	Conveyance allowance - Rs 6500/- ACLRA - Rs 6700/- per month
2	Option 2 - Employee Owned Car Scheme		
3	Petrol limit	110 Litres	
4	Maintenance Expenses	Rs. 6250/- p.m.	Fixed amount payable along with the Petrol reimbursement
4	Reimbursement of Telephone Expense	Upto Rs. 675/- p.m.	Payable on a monthly basis on production of original bill.
5	Reimbursement of Mobile Expense	Upto Rs. 1500/- p.m.	Payable on a monthly basis on production of original bill.
6	Reimbursement of Datacard Expense	Upto Rs. 800/- p.m.	Payable on a monthly basis on production of original bill.
7	Retention Pay (spread over 4 years)	Rs. 29,20,000/- (Rupees Twenty Nine lakhs Twenty thousand only) spread for 4 years.	Payable over 4 years. 25% of the total amount payable each year.
NOTES:			
Retention Pay due on future dates, shall be forfeited for employees who resign and/or are serving notice period on or before the date of payment of Retention Pay.			
For calculation of PF & Gratuity, only Basic salary is considered.			
Income tax will be deducted at source, wherever applicable. In case of HRA, employees will have to satisfy the Accounts Department in respect of the actual rent paid by them for computation and deduction of income tax.			
The above allowances may be withdrawn or amended, at any time, at the Management's sole discretion, and the payment of allowances will be governed by the rules of the Company, as may be applicable, from time to time.			
<p>Yours Truly, for L&T Hydrocarbon Engineering Limited</p>  <p>Satish Ramachandran GM & Head HR - Offshore Vertical</p>			

Annexure-II

Company Medical Benefits Scheme for Covenanted Cadre

A. HOSPITALISATION:

a) Eligibility:

- All serving employees in covenanted cadre are eligible to be covered under the Company's Medical Benefit Scheme.
- Employee and his/her eligible dependents will be covered under the Scheme only till the date the employee is in service with the Company.

b) Coverage:

- Employee plus any 3 dependents which could include one spouse, two dependent children up to 25 years of age or dependent parents up to 90 years of age
- In case of more than 2 children (twins or single), in a particular year, any two children up to the age of 25 years will be covered under the Scheme.
- Spastic children and the like, who are totally dependent on their parents, may continue to be covered irrespective of age till the date the employee is in service with the Company.

c) Limit:

- Hospitalization expenses are covered by the Insurance Company upto Rs.3 lakhs per family per annum

d) What is covered?

Following expenses towards hospitalization for treatments recommended by any General Medical Practitioner / Specialist registered under the respective Medical Council of the streams Allopathic, Homeopathic and Ayurvedic are covered under the Scheme:

- Hospital/Nursing Home bills for room/bed charges; Surgeon's/Anesthetist's fees; medicines during hospitalization, etc.
- Hire charges of ambulance upto Rs.5000/- per instance subject to approval by Company Medical Officer
- Visiting fees of attending Physician/Surgeon; fees of a qualified private nurse during hospitalization in cases of emergencies only and if recommended by the attending Physician/Surgeon and approved by the Company Medical Officer
- All diagnostic/pathological tests, resulting in hospitalization
- Maternity and any complication arising therefrom (limited to first two living children)
- Cataract surgery with standard imported foldable lens up to Rs.30,000/- for each eye
- Pre-approved Day-care surgeries

e) Reimbursement Procedure:

- In case of Cashless hospitalization, bills will be directly settled by the Third Party Administrator (TPA).
- Else, the employee needs to pay the bills and claim the expenses incurred as per the Company policy

In case you need further details/ information please contact the HR Department.

B. DOMICILIARY:

a) Coverage:

Employees and family members consisting of one spouse and two dependent children up to the age of 25 years. **Parents of employees are not covered.**

b) Limits:

The Company may, at its sole discretion, reimburse domiciliary expenses within reasonable limits.

c) Consultation:

Employees may consult any General Medical Practitioner / Specialist registered under the respective Medical Council of the streams Allopathic, Homeopathic and Ayurvedic.

d) What is covered?

1. Consultation, visiting and treatment charges (including ophthalmic, dental and pregnancy related expenses, prior to hospitalization)
2. Cost of drugs
3. Cost of injection and dressing materials
4. Diagnostic tests not resulting in hospitalization
5. Cost of physiotherapy
6. Dental expenses within reasonable limits, as per Company policy
7. Medical instruments, as per Company policy
8. The details of the limits for various treatments, procedure for claims, formalities etc. are available with the HR department/ Director – Medical, Health & Welfare Services / Company Medical Officer

b) Routine Health Check-up for Employee & Spouse:

1. For employees up to 35 years of age - Once in two financial years
2. For employees above 35 years of age - Once in a financial year

Company will bear the cost of the standard package offered by the Hospital which is pre-approved by the Company.

For any additional tests prescribed by the treating doctor concerned, the employee concerned should settle the bill(s) with the Hospital and get the same reimbursed from the Company from the domiciliary limit.

f) General:

1. Details of various exclusions are provided in the detailed policy document which is available with the HR Department/ Medical, Health & Welfare Services Department.
2. Interpretation of the Management on any of the above clauses, in part or full, will be final and binding on all parties concerned.