

AGREEMENT

This AGREEMENT is made this 01st Day of December Two Thousand Thirteen between CONSULTING ENGINEERING SERVICES (INDIA) PRIVATE LIMITED (hereinafter called "The Company") of the one part and Mr Dipankar Roy, 24/1A, Baishnabghata Bye Lane, Kolkata - 700047 (hereinafter referred to as "Mr Dipankar Roy") of the other part.

Consulting Engineering Services (India) Private Limited is a subsidiary of Jacobs Engineering Group and policies referred in this agreement include those applicable policies of Jacobs Group, for example Business Conduct and Ethics Policy.

WITNESSETH that the parties DO HEREBY AGREE as follows:

1. That the Company engages Mr Dipankar Roy and Mr Dipankar Roy undertakes to serve the Company subject to the conditions herein contained in the capacity of Executive Director, full time, for a period of three years from 1st January 2014 to 31st December 2016 which may be renewed for further terms on mutual agreement, and to engage himself with activities as may from time to time be agreed in writing between the Company and Mr Dipankar Roy, provided that he is not incapacitated due to any reason and is medically found to be unfit and/or mentally unsound so as to render him incapable of discharging his official duties or that Mr Dipankar Roy on his own accord, wishes to discontinue his services with the Company by serving three months' notice of termination or on payment of an amount equal to three months' salary to the Company in lieu of such notice.
2. THAT DURING HIS ENGAGEMENT under this Agreement, Mr Dipankar Roy.
 - a. shall devote his full time and attention to his duties and shall not engage in any other employment, speculation or business whatsoever, save and except as provided under Article 27(a) and 27(b) of the Articles of Association of the Company. The Company shall assign any duties to Mr Dipankar Roy, as considered necessary.
 - b. shall regularly, promptly and fully report to the Company as to the performance of his assigned duties and as to any matter of importance in relation to the same or to the business or affairs of the Company which may come to his knowledge.
 - c. shall undertake not to enter into politics anywhere in India or abroad.
 - d. shall not under any circumstances or at any time, impart any information regarding the business or affairs of the Company (or of any associate firm of the Company) which is detrimental to the Company's business interest to any firm or persons except with the written consent of the Company or insofar as may be required by a Court of competent jurisdiction.
 - e. shall diligently follow all the Rules & Regulations and Codes of Contract of the Company including the Code on Ethics, and exercise his effort to ensure that other members of the Company also do so.

3. That the terms and conditions of this agreement shall be reviewed periodically.
4. That the Company shall provide and pay to the Executive Director, Mr Dipankar Roy and Mr Dipankar Roy shall serve the Company complying with the terms as set out hereunder within the framework of this Agreement.

a. Salary	:	Rs. 68000/- per month
b. House Rent Allowance	:	Rs. 27200/- per month
c. Responsibility Allowance	:	Rs. 6000/- per month
d. Special Allowance	:	Rs. 23302/- per month
e. Variable Allowance	:	Rs. 182783/- per month

- This includes Rs. 2365/- per month towards the cost of personal mobile/home phone data, voice and internet for use in India.
- This also includes Rs.800/- per month towards the Post Graduation allowance, that has now been clubbed with Variable Allowance.

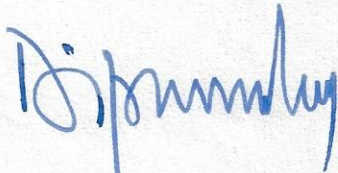
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| f. Conveyance Allowance | : | Rs.15800/- per month. |
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- g. Mr Dipankar Roy shall continue to contribute to the Company's Provident Fund. The Provident Fund shall continue to be governed in accordance with the rules of the Company and "Employees Provident Fund and Miscellaneous Provisions Act, 1952".
 - h. In addition to the above, Mr Dipankar Roy may receive discretionary Performance Bonus as per Jacobs Group performance.
 - i. The Company shall pay Gratuity to Mr Dipankar Roy on his retirement as per the Company's Employees Gratuity Fund Trust Deed and Rules. The Gratuity payment shall continue to be governed as per payment of Gratuity Act.
 - j. Mr Dipankar Roy when he ceases to be in the employment of the Company on a mutually basis will be receiving a monthly pension as stated in Annexure-A to this Agreement.
 - k. The premium of an accident policy with a maximum cover of Rs.10,00,000/-, in the name of Mr Dipankar Roy shall be paid by the Company for the duration this Agreement is operative.
 - l. Mr Dipankar Roy shall be entitled to annual, casual and sick leave facilities in accordance with the Leave Rules of the Company.
 - m. Expenditure on travelling and expenses on board and lodging and other incidental expenses while travelling on business outside his normal place of residence shall be reimbursed as prescribed by the rules of the Company. For overseas trips, the Company's rules shall be subject to Inter Work Agreement (IWA) or as agreed by management prior to trip.

- n. For use while travelling on official business the Company shall pay annual subscription for either a Diners' or a Masters or a Visa Credit Card.
 - o. Reimbursement of medical costs shall be admissible in accordance with the Company's rules, which is 1.25 times of monthly salary per annum. The Company will facilitate Mr Dipankar Roy joining a Group Medical Insurance Cover for himself and his wife and dependent children with premium deducted from the above entitlement.
 - p. Expenditure incurred for business meetings, as pre-approved by the Management, shall be reimbursed.
 - q. During the pendency of this Agreement, in the unfortunate event of death of Mr Dipankar Roy or in the event of unforeseen retirement from service, the Company shall continue to be responsible for the payment of rentals for any accommodation provided by the Company for a period of three months after the death or retirement or until the consequential vacation of the premises whichever is earlier.
5. That this Agreement shall be subject to termination by the Company at any time, during its continuance on the happening of all or any of the following circumstances:
- a. If Mr Dipankar Roy has committed any breach of any of his obligations hereinbefore mentioned and on his part to be complied with.
 - b. If Mr Dipankar Roy has engaged himself in activities of a concern which may cause prejudice to the Company's interests and/or has engaged in a business which is of the competitive nature in contravention of the provisions of this Agreement. For any damages suffered by the Company on account of activities of Mr Dipankar Roy, under the conditions explained in this clause, shall have to be paid for to the Company by Mr Dipankar Roy.
 - c. If Mr Dipankar Roy is or has become insane or insolvent or mentally unsound which is certified on having been examined by two medical experts who are eminent in their fields.
6. That notwithstanding anything contained above, the Company may terminate the services of Mr Dipankar Roy by giving three months prior notice in writing or paying three months' salary in lieu thereof.
7. THAT THIS AGREEMENT embodies the whole arrangement between the parties and automatically replaces any earlier Agreement with the Company.

AS WITNESS WHEREOF, Mr Peter Brettell, Managing Director, an authorized Signatory for Consulting Engineering Services (India) Private Limited and Mr Dipankar Roy have set in their respective hands on the day and year first written above.



Signed by the said Managing Director



Signed by Mr Dipankar Roy

Consulting Engineering Services (India) Private Limited

2nd Floor Platinum Tower,
Plot No. 184, Udyog Vihar, Phase - 1,
Gurgaon 122016 (Haryana), India.
Tel: +91.124.331 7000 Fax: +91.124.337 2999

Subject	Extension of Contract
Attention	Mr. Dipankar Roy
From	Kavita Ghatge
Date	April 03, 2017

This is to inform you that the agreement dated December 01, 2013 between you and Consulting Engineers Services (India) Private Limited stands presently extended upto April 30, 2017 on the same terms and conditions.

This is an interim intimation to you as we are in the process of aligning the format of the agreement with the JACOBS standard format. The new agreement in the standard format will be sent to you before the date mentioned above.

K. Ghatge
Kavita Ghatge
Director – Human Resource