

Date: 07th March 2023

To,

Shuvrajit Saha
S.P. Pally, Nisehintapur,
Rampur Hat,
West Bengal-731224.

Mobile No: 9064226791.

Dear Shuvrajit Saha,

Pursuant to your acceptance of the transfer letter issued by V R Techniche Consultants Private Limited dated 6th March 2023, we are pleased to offer you the full-time position of **Engineer -QA/QC-Technical Due Diligence & Project Management** at Cube Highways Technologies Private Limited ("Company"). This letter summarizes the key terms of the offer of employment. If you accept the offer, a formal employment agreement will be executed between you and the Company that will govern the terms and conditions of your employment (the "Employment Agreement").

Whilst you are employed by the Company, you are expected to devote your full business time and attention to the performance of such duties as may be assigned to you by the Company. You will perform your duties faithfully, diligently, and competently, in a professional manner, in accordance with applicable laws and regulations, Company policies and the Employment Agreement.

You will be based in the [National Capital Region ("NCR") / Hyderabad / Project Site]. However, in view of the nature of our business, you may be required to travel to different locations.

Your compensation package which will be the total cost to the Company will be INR **499908** per annum, including salary, any other remuneration excluding other benefits, as per Company policy or as set out hereunder, if any ("CTC"). The Company may provide increments on the CTC for FY 2022 – 2023 in its sole discretion. Payments of salary and any other remuneration of any nature by the Company will be subject to such deductions as the Company is required to make as per applicable law. You will be solely responsible for all income taxes on your employment income and benefits received arising from your employment with the Company. You will only be reimbursed for expenses properly and reasonably incurred in accordance with the Company's travel and expenses policy.

The Company, in its sole discretion, may choose to award an annual discretionary bonus as per the Company's policy effective at the time, which will be based on your performance and the Company's performance.

The Company proposes to offer a retention bonus amounting to INR **171756** ("Retention Bonus"), which shall be allocated to you in accordance with the terms set out herein and more fully detailed in the Employment Agreements. The Retention Bonus shall vest over a period of 3 (three) years from the date of joining, such that: (i) 25% (twenty five percent) of the Retention Bonus shall vest on the first anniversary of the joining date, (ii) 35% (thirty five percent) of the Retention Bonus shall vest on the second anniversary of the joining date, and (iii) the remaining 40% (forty percent) of the Retention Bonus shall vest on the third anniversary of the joining date; in each case, subject to your continued employment with the Company on the applicable vesting date and the terms of your employment, and provided that the you have complied with the Employment Agreement. You shall continue your employment with the Company for a minimum period of 3 (three) years and in the event of termination of employment before such period, the balance Retention Bonus shall not be payable.

Commencing from the date that you sign this offer, as well as both during and after your employment, you have a personal responsibility to protect and maintain the confidentiality of information belonging or relating to the Company or its shareholders. Accordingly, you must

not, except as authorized or required by your duties or an order of any competent court, or except if such information is in the public domain (other than as a result of a breach of your obligations under this agreement), disclose to any person whatsoever or otherwise in any way make use of any secret, proprietary or confidential information in whatever form which you have or may have acquired in the course of your employment with the Company concerning the business, affairs, finance, clients or trade connections of the Company or any of its or their suppliers, agents or clients and you must use your best endeavors to prevent the unauthorized publication or disclosure of any such confidential or secret information. This obligation will continue after the termination of your employment (whether terminated by the Company or you) unless and until any such information comes into the public domain (other than through any breach of this provision by you). Confidential information includes all information which would reasonably be regarded as confidential (including, but not limited to, business partner and client names, contact details, business, transaction details, potential investment opportunities, business plans of the Company, or its partners) or is otherwise marked as such.

During your employment with the Company, you must comply with all the Company's policies and procedures, including but not limited to policies and procedures on (and any other legal obligations relating to) anti-bribery and anti-corruption and all other internal policies. You will be provided with a complete list of these policies at the time of signing the Employment Agreement.

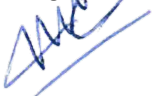
Whilst employed by the Company you are required to comply with all rules and regulations applicable to the Company business or to you (including any rules relating to your role and any professional conduct rules). Any breach of these rules and regulations could lead to termination of your employment with the Company.

You understand and agree that your employment is at will and can be terminated by either the Company or yourself at any time at will after giving notice. It is clarified that your past service with V R Techniche Consultants Private Limited shall count as continuous with future service with the Company and that the change of employment shall not constitute a break in, or interruption of employment and continuity of employment/service will operate in respect of computation of gratuity and leave encashment.

This offer and subsequent employment contract are subject to successful clearance of background verification. The background verification will be conducted by an independent third-party service provider appointed by the Company. Nothing in this offer letter makes the Company liable to issue an employment contract or continue with your employment if the Company receives an unsatisfactory background verification report.

Please signify your acceptance of this offer by signing in the space below and return one copy within 5 days of the date of this letter. Should you not return the countersigned copy of this letter within the time frame set forth in the preceding sentence, this offer shall become automatically void. Should you accept this offer, your start date with the Company will be communicated to you shortly.

Best regards,



Authorized Signatory

Accepted By:

Shuvrajit Saha