



KEC International Limited

Head Office: ITO House, 601, G. Anand Bhawan Road, West, Service 401001 India
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CIN: L25202MH2005PLC150018 • Web: www.kec.com

11 April 2017

To:

Narendar Nath Shukla
HN-27, Village & Post: Parajampraha
Pratappan,
Uttar Pradesh

Subject: Letter of Appointment

Dear Mr. Shukla,

We thank you for your interest in seeking a career with our organization and take pleasure in appointing you as "Engineer- Projects", Grade-O2 in the Projects Department, with effect from 11-April-2017, on the following terms and conditions:

1. Remuneration:

Your Remuneration details will be as per the attached Annexure - 1. The emoluments / benefits due to you will be liable / subject to tax in accordance with the provisions, of the Income Tax Act and Rules made thereunder as also other applicable laws, if any, as may be in force from time to time.

2. Probation:

You will be on probation for a period of six months from the date of your joining our organization. Management reserves the right to extend this period at its sole discretion. During Probation, this Letter of Appointment can be terminated, by either side, without assigning any reason, whatsoever, by giving 30 days' notice in writing, or salary in lieu thereof. The salary payable for this purpose will be computed on the basis of your last drawn Basic Salary, Management Allowance and Customised Allowance Pool (CAP). Unless, an order in writing expressly confirming your services is served, you will not be deemed to have been confirmed in the services of the company.

3. Transfers / Deputation:

You will initially be based at Jais (G-701) Railways SBU of Infra Business. However, you will be required to work in any of our establishments, branch, site, plant or office located in India or Overseas. Your services are transferable to any Department/Function at our Project Sites/ Factories/ Division / SBU / Business office of the Company.

You are also liable to be transferred/ deputed to any other Company which is an affiliate/associate, sister concern, subsidiary or other companies of the RPG Group, in India or overseas, whether existing today or which may come up in future, at any time at the sole discretion of the Management.





KEC International Limited

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11-April-2017

To:

Mr. Mohan Nath Shukla
HQ-27, Village 5 Post, Parasnaram,
Pratapgarh
Uttar Pradesh

Subject: Letter of Appointment

Dear Mr. Shukla,

We thank you for your interest in seeking a career with our organization and take pleasure in appointing you as "Engineer- Projects", Grade-02 in the Projects Department, with effect from 11-April-2017, on the following terms and conditions.

1. Remuneration:

Your Remuneration details will be as per the attached Annexure - 1. The emoluments / benefits due to you will be liable / subject to tax in accordance with the provisions, of the Income Tax Act and Rules made thereunder as also other applicable laws, if any, as may be in force from time to time.

2. Probation:

You will be on probation for a period of six months from the date of your joining our organization. Management reserves the right to extend this period at its sole discretion. During Probation, this Letter of Appointment can be terminated, by either side, without assigning any reason, whatsoever, by giving 30 days' notice in writing, or salary in lieu thereof. The salary payable for the purpose will be computed on the basis of your last drawn Basic Salary, Management Allowance and Customised Allowance Pool (CAP). Unless, an order in writing expressly confirming your services is served, you will not be deemed to have been confirmed in the services of the company.

3. Transfers / Deputation:

You will initially be based at Jais (G-701) Railways SBU of Infra Business. However, you will be required to work in any of our establishments, branch, site, plant or office located in India or Overseas. Your services are transferable to any Department/Function at our Project Sites/Factories/ Division / SBU / Business office of the Company.

You are also liable to be transferred/ deputed to any other Company which is an affiliate/associate, sister concern, subsidiary or other companies of the RPG Group, in India or overseas, whether existing today or which may come up in future, at any time at the sole discretion of the Management.





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To

11-April-2017

Nirpendar Nath Shukla
HN-37, Village & Post: Parasmampur,
Pratikgarh,
Uttar Pradesh

Subject: Letter of Appointment

Dear Mr. Shukla,

We thank you for your interest in seeking a career with our organization and take pleasure in appointing you as "Engineer- Projects", Grade-O2 in the Projects Department, with effect from 11-April-2017, on the following terms and conditions:

1. Remuneration:

Your Remuneration details will be as per the attached Annexure - 1. The emoluments / benefits due to you will be liable / subject to tax in accordance with the provisions of the Income Tax Act and Rules made thereunder as also other applicable laws, if any, as may be in force from time to time.

2. Probation:

You will be on probation for a period of six months from the date of your joining our organization. Management reserves the right to extend this period at its sole discretion. During Probation, this Letter of Appointment can be terminated, by either side, without assigning any reason whatsoever, by giving 30 days' notice in writing, or salary in lieu thereof. The salary payable for this purpose will be computed on the basis of your last drawn Basic Salary, Management Allowance and Customised Allowance Pool (CAP). Unless, an order in writing expressly confirming your services is served, you will not be deemed to have been confirmed in the services of the company.

3. Transfers / Deputation:

You will initially be based at Jais (G-701) Railways SBU of Infra Business. However, you will be required to work in any of our establishments, branch, site, plant or office located in India or Overseas. Your services are transferable to any Department/Function at our Project Sites/ Factories/ Division / SBU / Business office of the Company.

You are also liable to be transferred/ deputed to any other Company which is an affiliate/associate, sister concern, subsidiary or other companies of the RPG Group, in India or overseas, whether existing today or which may come up in future, at any time at the sole discretion of the Management.



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In the event of such transfer / deputation, this appointment letter is deemed to be automatically discontinued and you will be governed by the service conditions as well as the rules and regulations as applicable to the establishment you are transferred to.

4. Medical Fitness and Positive Reference Check:

a. Medical Fitness:

This appointment and continuation thereof is subject to your being medically fit

b. Positive Reference Check:

This appointment is also subject to a background verification comprising of your academic, demographic, past employment, criminal record verification and such other details as required and satisfactory report from your former employers and the references given by you. This will be carried out either by the Company or an appointed agency or both. It is understood that, if the information provided by you is found untrue in future, then your services are liable for immediate termination without any notice.

5. Compensation Review and Performance Bonus:

The company's performance year commences on 1st April and ends on 31st March of the following calendar year.

a. Compensation Review:

Please note that your compensation is personal and confidential between you and the Company and should be treated as such. The salary structure of the Company may be altered / modified at any time without prior notice and your remuneration and other terms may accordingly be altered/ modified from time to time. Further, salary, allowances and all other payments / benefits will be governed by the Company's policies as well as statutory provisions in force from time to time, without impacting your overall compensation.

Compensation is generally reviewed in the month of July of each year. Any revision in your compensation will be subject to your effective performance in your role and the Company's performance. Reviewable compensation will consist of Basic salary, Management Allowance and Customized Allowance Pool only.

- I. If your date of joining falls on 30th September or earlier, you will be eligible for increment during the immediate compensation review in July following your joining the Company's employment.
- II. In case your date of joining falls on 1st October or later, you will be eligible for increment during the compensation review in July of the following year (i.e. one year after the immediate compensation review).

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- iii. The annual increment shall be pro-rated for your complete duration of service till the end of the following performance year.
- iv. Increment for the months of service for a given year, will be paid in line with the Increment grid applicable to the respective year.

b. Performance Bonus (PB):

You will be entitled for Performance Bonus (PB) as per Company's scheme / policy applicable from time to time to your Grade and Cadre. PB is determined as a percentage of your Cost to Company (Please refer Annexure 1). PB Payout will vary depending upon the performance of the individual, the relevant Strategic Business Unit (SBU) and the Company, in line with Company policy in this regard. Payment towards aforesaid PB will be made by management after apportioning the amount of Statutory Bonus, if any, payable to you under the Payment of Bonus Act, 1965 as amended from time to time (against the total PB if any, paid and/or payable to you).

- i. If your date of joining falls on 30th September or earlier, you will be eligible for PB during the immediate compensation review in July following your joining the Company's employment.
- ii. In case your date of joining falls on 1st October or later, you will be eligible for PB during the compensation review in July of the following year (i.e. one year after the immediate compensation review).
- iii. PB shall be pro-rated for your complete duration of service till the end of the following performance year.
- iv. PB for the months of service for a given year, will be paid in line with the PB grid applicable to the respective year.

8. Hours of Work and Leave:

a. Hours of Work:

You will abide by the prevalent working hours, weekly offs and paid holidays as applicable to the location of posting and as may be amended from time to time by the Company.

During the period of your employment with the Company, you will devote your full time, abilities and attention exclusively to the work and interest of the Company and shall not take up, engage in any other commercial, business, pursuit or employment, part time or otherwise whatsoever, and shall not undertake part time or full time assignment or work on advisory capacity for others or hold any office of profit or accept any other engagements without prior written consent in writing from the Company in line with RPG's Code of Corporate Governance & Ethics.

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Reserve for a continuous period of 3 (three) days without prior approval of your reporting manager, except due to medical emergency, would entitle the Company to terminate your services immediately without the need for any notice.

6. Leave:

Leave is computed on a calendar year basis.

i. **Privilege leave (PL):** You will be entitled to PL, as per the policy in force. Generally employees are encouraged to avail their PL. Accumulation is allowed up to a maximum of 150 days. Unavailed PL may be encashed, as per policy in force. Encashment of Unavailed PL will be computed only on Basic Salary.

ii. **Casual leave (CL) and Sick leave (SL):** CL and SL encashment will be as per the policy in force from time to time at the respective location.

7. Insurance:

You will be covered under the Company's Hospitalization, Personal Accident and Term Life Insurance schemes as applicable to your Grade/Cadre.

8. Retirement and Retiral Benefits:

a. Retirement:

You will stand automatically retired at the end of the month in which you complete the age of 58 years as per the records of the company.

b. Retiral Benefits:

i. Provident Fund (PF):

Contribution towards PF will be in accordance with prevailing statutory requirements as applicable and as amended from time to time.

ii. Gratuity

Gratuity will be paid as per the provisions of The Payment of Gratuity Act, 1972, as applicable and as amended from time to time.

9. Separation:

Upon confirmation of your services with the Company, your services can be terminated, by either side, by giving 90 days' (ninety days) notice. However, the Company retains the right to terminate your services at any time without assigning any reason whatsoever or notice, by paying you salary in lieu of notice.



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Should you choose to resign from the services of the Company, you are required to serve the full notice period as stipulated in the letter of appointment. Upon such resignation should you request to be relieved with a shorter notice period than stipulated in the letter of appointment and if said request is accepted by the Company, then the Company will be entitled to deduct / recover the remuneration attributable to the unexpired notice period from the final payment amount. It cannot be adjusted to cover the shortfall in notice period.

The remuneration payable / recoverable for this purpose will be computed on the basis of your last drawn Basic Salary, Management Allowances and Customised Allowance Pool (CAP).

The Company also reserves the right to terminate your services immediately without any notice or salary in lieu thereof, irrespective of your being on probation or confirmed in the Services of the Company, on the grounds of breach of the terms and conditions of the Letter of Appointment, RPG's Code of Corporate Governance & Ethics, any act of indiscipline or loss of confidence.

In the event of termination or discontinuation of your employment, you shall immediately deliver and handover to the company all papers and property of the Company which is in your possession.

10. Code of Corporate Governance and Ethics:

- a. The RPG Code of Corporate Governance and Ethics, as amended from time to time, shall be observed by every employee both in letter and spirit. A copy of the same is attached as Annexure II, which you are required to read, understand and accord your signature as an acceptance to abide by it.
- b. You shall not make any representations before any authority or person, orally or in writing, on behalf of the Company or bind or obligate the Company in any manner without its prior written consent. Any authority granted to you by the Company shall stand automatically revoked upon termination or discontinuation of your services.
- c. All other standard rules and regulations and policies of the Company as applicable, in force, and as may be introduced, amended or altered from time to time, will be applicable to you.

11. Confidentiality and Intellectual Property Rights:

- a. You acknowledge that any and all intellectual property rights, including, but not limited to, patent rights, design rights, copyrights, neighboring rights, database rights, trademark rights, chip rights, trade name rights and know-how, arising in any territory or jurisdiction, from or connection with the work performed by you under this Agreement ("IP Rights") and any discoveries, designs, developments, improvements, inventions (whether or not protectable under patent laws), works of authorship, information fixed in any tangible medium of expression, software (whether or not protectable under copyright laws), trade secrets, know-how, ideas (whether or not protectable under trade secret

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CIN No. L45201MH0000000 PLC 132001. Web: www.kecintl.com

laws), trademarks, service marks and trade names (the "Innovations"), arising in any territory or jurisdiction, created in any way pursuant to the activities performed by you for the Company and/or any of its affiliates and/or any of the Company's predecessors in title are exclusively vested in and owned by the Company or will be vested in and owned by the Company. However, it is clarified that you will be entitled to claim authorship/ inventorship in relation to the IP Rights and the Innovations.

- b. To the extent relevant, you hereby irrevocably, perpetually and on a worldwide basis assign to the Company any and all rights related to the IP Rights and/or Innovations of which the Company is not already the owner on the basis of Clause 11(a), including the use and application thereof. You agree that where this assignment (or part thereof) should at any time prove to be legally invalid, you shall at such time assign such rights - without imposing any condition thereon - to the Company by a separate legal instrument.
- c. Should the Company deem necessary, you shall sign an instrument and/or any other document at the Company's first request, on the basis of which the rights referred to in Clause 11(a) above will be transferred irrevocably and unconditionally. Should a further instrument be required for the transfer of these rights, on the signature of any document, you hereby grant the Company and/or its representative(s) irrevocable and unconditional power of attorney to draw up and sign the said instrument and/or other document on your behalf. Furthermore, you agree to perform all acts that the Company deems necessary or desirable to permit and assist the Company, at its first request and at its expense, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in the IP Rights and Innovations as assigned irrevocably and unconditionally to the Company under this Agreement.
- d. You shall not, whether during the employment or after separation / termination / discontinuation for whatsoever reason, use, disclose or distribute to any person or entity, otherwise than as necessary for the proper performance of your duties and responsibilities under this Appointment Letter, or as required by law, any confidential information, messages, data or trade secrets acquired by you in the course of performing your services under this appointment. This includes, but is not limited to, information about our business, particulars or details of manufacturing process, technical know-how and administrative information pertaining to the Company which may come to your knowledge by virtue of being in the employment of the Company.
- e. All property including, all correspondence addressed to or by you, specifications, vouchers, literatures, books, circulars, articles, goods, documents, laptop, mobile or information provided to you physically / electronically or property of any nature whatsoever belonging to the company or relating to the Company's business which shall come into your possession in the course of your employment or otherwise and work performed by you including inventions, improvements, discoveries made by you during your employment with the Company shall remain the exclusive property of the Company and shall be held by you as a trustee for the Company. You shall be liable to deliver the same to the Company on demand without claiming any lien or right whatsoever thereon.





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(laws), trademarks, service marks and trade names (the "Innovations"), existing in any territory or jurisdiction, created in any way pursuant to the activities performed by you for the Company and/or any of its affiliates and/or any of the Company's predecessors in title are exclusively vested in and owned by the Company or will be vested in and owned by the Company. However, it is clarified that you will be entitled to claim authorship/ inventorship in relation to the IP Rights and the Innovations.

- b. To the extent relevant, you hereby irrevocably, perpetually and on a worldwide basis assign to the Company any and all rights related to the IP Rights and/or Innovations of which the Company is not already the owner on the basis of Clause 11(a), including the use and application thereof. You agree that where this assignment (or part thereof) should at any time prove to be legally invalid, you shall at such time assign such rights - without imposing any condition thereon - to the Company by a separate legal instrument.
- c. Should the Company deem necessary, you shall sign an instrument and/or any other document at the Company's first request, on the basis of which the rights referred to in Clause 11(a) above will be transferred irrevocably and unconditionally. Should a further instrument be required for the transfer of these rights, or the signature of any document, you hereby grant the Company and/or its representative(s) irrevocable and unconditional power of attorney to draw up and sign the said instrument and/or other document on your behalf. Furthermore, you agree to perform all acts that the Company deems necessary or desirable to permit and assist the Company, at its first request and at its expense, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in the IP Rights and Innovations as assigned irrevocably and unconditionally to the Company under this Agreement.
- d. You shall not, whether during the employment or after separation / termination / discontinuation for whatsoever reason, use, disclose or distribute to any person or entity, otherwise than as necessary for the proper performance of your duties and responsibilities under this Appointment Letter, or as required by law, any confidential information, messages, data or trade secrets acquired by you in the course of performing your services under this appointment. This includes, but is not limited to, information about our business, particulars or details of manufacturing process, technical know-how and administrative information pertaining to the Company which may come to your knowledge by virtue of being in the employment of the Company.
- e. All property including, all correspondence addressed to or by you, specifications, vouchers, literatures, books, circulars, articles, goods, documents, laptop, mobile or information provided to you physically / electronically or property of any nature whatsoever belonging to the company or relating to the Company's business which shall come into your possession in the course of your employment or otherwise and work performed by you including inventions, improvements, discoveries made by you during your employment with the Company shall remain the exclusive property of the Company and shall be held by you as a trustee for the Company. You shall be liable to deliver the same to the Company on demand without claiming any lien or right whatsoever thereon.



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- f. Considering the sensitivity of the confidential information which will come to your knowledge, you shall not engage in any activity which will adversely affect the interest of the Company (even after ceasing to be in employment with the company) including advising and utilizing the information to the disadvantage of the Company, if there is any apprehension that the Confidential Information could be misused to the Company's detriment, you shall refrain from associating, joining or taking up employment with any other person / company for such period, as is considered necessary by the company. Should your action result in loss / damage to the Company's reputation or in any manner impact its ability to do business, then the Company retains the right to take necessary action including legal recourse as deemed fit.

In this matter, the RPG Code of Corporate Governance and Ethics, (as amended from time to time), shall be observed by every employee both in letter and spirit.

12. Governing Law and Jurisdiction:

This Appointment Letter shall be governed by the laws of India and subject to exclusive jurisdiction of courts in Mumbai only.

13. Survival:

Clause 11, 12 of this Appointment Letter and the other clauses which are survival in nature shall survive the termination of your appointment.

This appointment is based on the information furnished in your application for employment. In case any declaration or information furnished by you in your application for employment or otherwise, is found to be wrong or incorrect or it is found that you have willfully suppressed any material information, your services will be liable for termination at any stage without any notice.

Kindly sign the duplicate copy of this letter in confirmation of your having accepted the above terms and conditions.

Looking forward to a long and rewarding association with us

Yours sincerely,

For KEC International Limited


Subhankar Datta
Head-Human Resources
South Asia & Infrastructure Business

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KEC International Limited

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Enc - Annexure I - Remuneration

Annexure II - RPG Code of Corporate Governance and Ethics

Acceptance

This is to confirm that I have read and understood all the terms and conditions set out in this Letter of Appointment, RPG's Code of Corporate Governance and Ethics and agree to accept the employment on these terms and conditions and also agree to abide by all the applicable rules and regulations and policies of the Company.

In accepting the terms of appointment as contained in this letter, I have come to the considered view that the limitations, as have been placed on my future conduct by this Letter of Appointment and the RPG Code of Corporate Governance and Ethics are necessary for the effective running of the Company, which, I consider as fair and reasonable and accept the same.

Name:

Signature:

Date and Place