

Ref: HR/KITS/11925

April 22, 2024

Sahil Sajjan Tari

No: 281, 4Th Cross, Canara Bank Layout,
Kodigehalli, Bangalore - 560 092

Phone No: 9764124809

Email ID: sahiltari36@gmail.com

Sub: Letter of Offer & Appointment

Dear Sahil,

Congratulations! We are pleased to offer / appoint you in our organization **Klaus IT Solutions Private Limited, Bangalore, India (hereinafter referred to as 'Company')** based on your application and subsequent interview with us, on the following terms and conditions:

Date of Appointment

We thank you and appreciate your decision to join the Company. Your appointment with us is effective from the date of joining which shall be at the earliest but not later than **May 01, 2024**.

Designation

Your designation at the time of joining will be **Software Developer** and may change as per business requirements.

Probation

Your employment will be subject to a probationary period of **6 (six) months** with effect from your date of joining the Company. On completion of the probationary term, you are deemed to be confirmed unless informed otherwise.

Work Location

Your initial place of posting will be at **Bangalore** and may change as per the business need of the Company. As per business requirements, you are expected to work in the Company's facilities and / or Client locations with whom the Company may make such agreement.

Compensation

You will be paid a CTC (Cost to the Company) of **Rs.55,834/- (Rupees Fifty Five Thousand Eight Hundred Thirty Four Only) per month and Rs.6,70,008/- (Rupees Six Lakhs Seventy Thousand Eight Only) per annum** which is payable from the date of commencement of your employment or as per the agreed terms, in accordance with the Company's payroll procedures, subject to statutory & tax regulations, as per the attached salary break-up in Annexure B.

Your individual compensation / remuneration is purely a fact between you and the Company, and has been arrived at on the basis of your merit and the Company's prevailing compensation guidelines. You are required to maintain this information and any changes hereafter, as strictly confidential. The Company reserves the right to hold compensation as well as add, delete, alter and amend the individual components of the compensation as may be considered

Employee Code

Your 4/5-digit HR Code (mentioned in the reference section above), must be quoted in all future communication. Further, you will be assigned a 6-digit Employee Code after your onboarding into the Company has been initiated.

EMPLOYER SIGNATURE:



EMPLOYEE SIGNATURE:

Policies & Processes

All policies and processes applicable to you are provided in **Annexure A** herewith as well as in the **Employee Handbook of HR Policies** with the accompanying **Addendum** that would be applicable to you based on your category.

General Terms

Any violation to the stated policies, processes and guidelines in this Letter of Offer / Appointment or in **Annexure A** detailing the Terms of Appointment and Standard Operating Procedures will result in disciplinary action, as deemed appropriate by the Company including termination of services. All and any disputes arising out of this Offer / Appointment Letter with the annexures shall be subject to laws of India and be referred to the court of Bangalore.

Employee Declaration

I, **Sahil Sajjan Tari** have read and shall abide by the Company's terms of appointment and other standing orders and policies and keep myself updated with changes made from time to time.

I confirm that the following personal details provided in my resume are accurate to the best of my knowledge and you can update the Company records accordingly.

Father/Spouse:	Sajjan Tari	Permanent Address:
Date of Birth:	18-October-1999	No: 188, Govind Nagar, Sarvan Bicholim, North Goa - 403 504
Alternate Phone:		
Alternate Email ID:		
PAN:	BIMPT7360M	
Aadhaar:	222169767221	

Validity of Offer

This offer will be valid for a period of **2 days** from the date of offer, within which time you need to communicate your acceptance and confirm your date of joining. This will not be applicable in the case of an immediate joining.

In case of a further extension in the date of joining, or change in the other details, the same is to be communicated at least **2 days in advance of your expected date of joining** to the concerned HR SPOC, who will validate the same with the concerned Manager and the Client, basis which you will receive the confirmation on this offer or extension thereof. Please confirm that the above terms are acceptable to you by signing each page in our copy of this letter.

I agree to accept this offer as per above mentioned terms and conditions of appointment. I confirm that I will

report to duty on _____

Employee Signature: _____ **Date:** _____

We welcome you to our organization and wish you a rewarding career with us.

Thanking You,

for **Klaus IT Solutions Private Limited,**



Rajashree Sampath

Director

EMPLOYER SIGNATURE:



EMPLOYEE SIGNATURE:

ANNEXURE A

Terms of Offer & Appointment

Your offer / appointment and employment in the Company is based on the outcome of the interactions we have had with you, and on the basis of the information you have shared with us about yourself in your profile including your antecedents, which we have accepted in good faith. Regardless of any reference-checks having been carried out to this effect, kindly note that, at any stage, if the Company is satisfied that you have willfully misrepresented or concealed any information related to your profile, medical fitness and / or antecedents in any way and which is relevant to your employment in the Company, you are liable to face disciplinary action, and / or be summarily terminated. It is hereby clarified that the Company will not be liable for the damages or loss in any way relating to this offer / appointment in furtherance thereof.

Your appointment will be governed by the policies, practices, processes and procedures of the Company, as applicable to you from time to time, as well as rules and regulations that will be introduced based on business exigencies. Further, during the period of your employment with the Company, you will be required to comply with the Company's Code of Conduct. The aforesaid and following terms of the Appointment Letter are complete in all respects and based on existing policies, procedures and other rules & regulations applicable across all locations of India as well as overseas. The Company reserves the right to add, delete, alter and / or amend any of the benefits and / or terms and conditions of appointment stated in this offer of employment with or without notice from time to time which will be announced either as a policy or mail communication, whereby the terms in the latest communication will supersede those related terms mentioned herein.

For more details of the policies, refer the **Employee Handbook of HR Policies and Addendum**, applicable to your category of employees.

Medical Fitness

Your employment will be subject to being medically fit to carry out your duties. While we will accept your declaration of good health in good faith, in case of any adverse medical conditions, you are expected to declare the same to the Company immediately, which would then be subject to suitable action.

Compensation Structure

To facilitate an easy understanding of your compensation structure, the Salary Stack-Up provides a brief on the calculation of the various components which have been categorized under these broad heads:

- ❖ Earnings (Gross Salary)
- ❖ Benefits (Company Contribution)
- ❖ Deductions (Employee Contribution)

Earnings

The Basic & DA component (BDA) which is the base figure in the Gross Earnings is standard across the Company fixed at a certain value of the CTC, subject to the Minimum Basic set by the Karnataka Minimum Wages Act and categorized under the skill levels defined by the Shops & Establishments Act. It has an impact on various other components and hence has to be balanced so as to not substantially reduce the Net Pay. The other monthly components such as Service Weightage, House Rent Allowance & Statutory Bonus are arrived at on the basis of the Basic & DA or Min Basic component, whichever is applicable, while the other components such as Medical Allowance and Conveyance Allowance are fixed as per law. The Special Allowance component is the differential amount that gets left over after all the other fixed components of Gross are calculated.

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Benefits

The Company covers all its employees under the Employer Provident Fund (EPF) Scheme by contributing towards the fund as per the law, as well as coverage under Employee State Insurance (ESI) for those applicable category of employees. The Company covers you and your immediate dependents under Social Security as per the law with insurance policy coverage in both the Group Personal Accident (GPA) and Group Medi-Claim (GMC). While premium towards GPA is borne entirely by the Company, the premium towards GMC is partially borne between Company and Employee. Inclusion to this policy is effective from the date of joining the Company and exclusion from this policy occurs on your last working date with the Company. The premium is recovered from salary in 2 installments at the time of GMC policy renewal.

Deductions

Statutory deductions under this compensation, such as Employee Provident Fund (PF), Employee State Insurance (ESI) and others (whichever is applicable from time to time) shall be subject to statutory regulations as per the relevant Acts and subject to change as per Government order.

Tax Deductions

All the aforesaid emoluments / disbursements within your compensation structure would be subject to taxation such as Professional Tax (PT) and Income Tax Deducted at Source (TDS) as per the prevailing laws-of-the-land. The Finance Department will disburse salaries after effecting deductions as per the taxation policies. You would be solely responsible for declarations and implications arising thereof for all personal Income Tax purposes. Compliance to all tax requirements under the Indian taxation law and filing of personal tax returns in respect of all payments paid to you under this employment will remain your sole responsibility. Taxes towards all payments made under this employment letter will be borne by you. Expatriates will be responsible for all tax liabilities including those applicable within your country of citizenship / permanent residency.

Other Deductions from Salary

Company reserves the right to make remuneration and statutory deductions from your salary (towards LOP against excess leave availed, loss of company assets, notice pay, shortfall of notice, or for any monies owed to the Company). This may include, but shall not necessarily be limited to, a failure to attend work in accordance with your employment, repayment of salary advances, payment in lieu of notice in case of gross misconduct discovered after you leave the employment of the Company; and any other negligent damage to any property, asset or equipment owned by the Company or customers of the Company. In the event of termination however, all monies will become immediately payable to the Company. The Company also reserves the right to make a deduction from your salary for any dues at the time of processing your full and final settlement in the event of your separation.

Discrepancies

In the event of any discrepancy noticed in the letters or pay-slip issued to you, the same should be brought to the notice of HR within 5 working days, failing which it will be deemed to be accurate. Any arrears payable or deductions recoverable will be made in the next payroll cycle.

Performance Appraisal / Increments

Your growth in role and compensation as well as any future promotions and salary increments shall be based on merit considering your consistent performance, customer evaluation and feedback, business conditions and other parameters fixed from time to time at the discretion of the Company and shall not be considered merely as a matter of right. Your annual performance appraisal and increment review will be effected on completion of each year on your date of joining anniversary, subject to performance and customer feedback.

Salary Account

The Company encourages employees to open a salary account with the nominated bank for purpose of salary credit.

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Leave Policy

You will be eligible to avail leave as per the Company's leave policy applicable to you as stated in the **Employee Handbook of HR Policies** and the leave eligibility per calendar year applicable to you under the various leave types as stated in the **Addendum** specific to your category of employees.

You will be eligible to avail National / Public Holidays as per Statutory / Company Policy, based on your location.

Deputation & Transfer

The Company may depute you to work with any of its Clients or transfer you to any of its Group Companies during the course of your employment with the Company, either on completion of or during your initial deputation. The Company reserves the right to transfer you anytime to any other location, worksite, department, client, associated or affiliated companies in India or outside India, establishment or branch of the Company/Group which may be established hereafter in India or abroad. In such cases, you will be governed by the terms and conditions of service applicable to the new assignment at the time of transfer.

Working Hours

You will be governed by the normal working hours as per Company or Client policy, where you are located / deputed, which may be revised from time to time based on business need. You may be expected to work in shifts and / or extended working hours and / or staggered timings, in order to support the business operations and exigencies that may come up from time to time, as well as meet any shortfall in your work. All hours worked by you should be recorded in the authorized timesheet tool and / or forwarded to the concerned HR SPOC of the Company on the last day of every month during your employment with the Company, duly endorsed by your Project / Reporting Manager at the Client / Company.

Travel

The Company may require you to undertake travel on behalf of the Company to any part of India or overseas, either in Company's premises or that of its Clients. You shall be expected to abide by the policy guidelines applicable to that category of employees.

Personal Data & Information

It is your responsibility to notify the Company and / or update the tool of any changes in your personal information such as address, contact numbers, marital status, dependents details, additional qualification, advanced training, etc., within 3 working days. In the absence of the same, Company shall consider the available information as correct and shall not be held liable for misinformation or incorrect information.

Mandatory Documents

As per the Government of India certain documents are to be a mandatory part of your joining documentation, which will be determined from time to time. In the absence of the same, your salary will be withheld. In case you do not have the above documents, you are advised to apply and submit the application acknowledgement copy.

Background Verification & Reference Checks

This offer of employment is subject to successful completion of your background verification and reference check with your past employers. By accepting this offer, you are formally authorizing the Company to carry out the background & reference checks either directly or through an authorized representative to verify the information provided.

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Mandatory Training

The Company provides a platform for the development of its employees by conducting a host of skill-enhancement training programs, some of which are mandatory and required by audit. The Company has the right to recover any costs incurred on your behalf towards overseas travel, training, conferences, summits, events, classroom courses, web courses etc., during the preceding 12 months from the date of separation.

Responsibilities, Duties and General Code of Conduct

Your work in the Company will be subject to the rules and regulations of the Company as circulated and modified from time to time in relation to conduct, discipline and other matters. Failure to adhere to these will result in disciplinary action including termination.

The Company reserves the right to terminate your service at any time without notice period should you be guilty of misdemeanor, misconduct, negligence, or any breach of terms and conditions of your employment.

Office Decorum & Healthy Environment

You are advised to adhere to the office decorum, including ensuring tidy premises, such that others are not disturbed or offended. In order to maintain a healthy atmosphere in the workplace, smoking, consumption of alcohol and chewing tobacco is strictly prohibited within the Company or client premises. You are expected to dress in a professional manner in appropriate business attire or smart casuals based on Company policy which may be revised from time to time.

Company Property & Personal Belongings

You shall always maintain in good condition, Company property or/and property of Company's Client, that may be given to you for official use during the course of this employment. The property shall be used strictly for official use only and not for personal use. On relinquishment of your services, you will immediately return the property to the Company, failing which the Company will recover the cost from you. At the time of joining or during the course of employment, if any article, documents, equipment including but not limited to papers, manuals, designs, prototypes, laptops, desktops, hard disks, data cards, smart phones, CDs or any other company / intellectual property etc., has been provided to you, you undertake to ensure that the Company property is used with due care and as per the Company guidelines. You must ensure that all Company property are returned in good condition to the Company on or before your last working date. You will not lose, misuse, damage, alter or be negligent in using the Company property. In the event of any loss or damage, the same will be recovered from you during your employment or full and final settlement. The Company is not liable for any loss of personal belongings on the premises and thereby discourages employees from bringing valuables to the workplace and leaving them unattended.

Non-Disclosure & Secrecy

During the period of your employment, you shall work honestly, diligently and efficiently for the growth of the Company. You are expected to maintain utmost secrecy regarding the affairs of the Company and shall keep confidential any information, instruments, documents, etc., relating to the Company that may come to your professional knowledge as an associate of the Company. A detailed Non-Disclosure Agreement (NDA) shall be signed by you at the time of joining. In accordance with the standard practice of the Company, you shall keep the terms of your employment as private and confidential. You are advised not to disclose or discuss your compensation with anyone except with the Human Resources Department.

Protection of Interest

If you conceive of any new or advanced method of improving processes, formulae, systems, etc. in relation to the operations of the Company, such developments will be fully communicated to the Company and will remain the sole right / property of the Company.

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Non-Conflicting Obligations

You also represent that you will not bring with you or disclose to **the Company**, or use in the performance of your responsibilities, any confidential information not generally available to the public of a former employer or any other party, unless you have obtained written authorization for its possession and use. You also agree that, during your employment with **the Company**, you shall abide by any confidentiality obligations you may owe to any former employer or other party. You also agree and represent that you are not bound by any valid agreement or obligation of non-competition or non-solicitation to any former employers or other parties.

Conflict of Interest & Restriction

Your position with the Company calls for whole-time employment and you will devote yourself exclusively to the business of the Company. You will not take up any other work with or without remuneration (part time or otherwise) or work on advisory capacity or be interested directly or indirectly (except as shareholder or debenture holder) in any other trade or business, during your employment with the Company, without written permission from the Company.

You shall neither directly or indirectly work or do consultancy or engage in any such products or services (including actual or demonstration or anticipated research or development) on which you would have worked or learned, proprietary or confidential or trade secrets information while employed with the Company for any other organization.

This Offer of Employment restricts you from:

- i. seeking alternate employment in any other organization on a full-time, part-time, contractual or consulting basis all through the tenure of your employment with the Company
- ii. entering into any agreement with competing firms in the industry
- iii. participating in any activity that would be in conflict with your obligations to the Company
- iv. engaging in any other business, which includes business activities undertaken by any medium, including business interests in internet web sites
- v. acting as an executor, or administrator, attorney or trustee (except for near relatives)

Information Security

Information is an asset of the Company and during the course of your employment, you would have access to information that could be confidential, integral and available to you. You will agree that protecting information is equally your responsibility as it is the Company's and you will participate in the mandatory awareness training on Information Security as well as participate and clear the quiz that would be conducted as per decided timeframes.

Confidentiality

It is critical that the Company take steps to protect the business interest of the Company and its clients. Confidentiality includes intellectual property and confidential information and protection from competitors. Accordingly, you will be required to sign the Non-Disclosure Agreement and if required, sign the Non-Disclosure Agreement at any of the Company's Client locations as well.

You will not, during the course of employment with the Company or after leaving the Company, for whatever reason, make any comments or invite comments in any form or manner, in regard to the Company's (including Group Companies & Subsidiaries) existing or future policies or activities or actions or employees, as the case may be, by using the Name or Logo of the Company in social or print or electronic media including but not limited to current and future social media, thereby inviting the attention of people at large, irrespective of the fact as to whether such writings or inviting comments is in the interest of the Company or detrimental to it. Any breach thereafter, of any of the above terms will be considered as breach of the terms of this employment, giving grounds to immediate termination of your employment.

EMPLOYER SIGNATURE:



EMPLOYEE SIGNATURE:

Non-Solicitation

You agree that you will not, without the prior written consent of the Company, at any time during your employment with the Company, OR, from your separation from the Company (whether your employment is ended by you or the Company), directly or indirectly solicit, endeavor to solicit or gain the custom of, canvass or interfere with any person who is a client of the Company as at the date of separation from employment or use your personal knowledge of or influence over any such client or for your own benefit or that of any other person competing with the Company. You further agree that, should you be approached by a person who is or has been an employee of the Company during the period described above, you will not offer to or employ or retain as an independent contractor or agent any such person.

Force Majeure

In situations beyond the control of the Company or the employee, the Company will take appropriate measures to protect its own rights and that of its clients, as well as the rights of the employee. Neither party shall be liable for any loss, damage, injury or delay due to any cause beyond its control including (without prejudice to the generality of the foregoing expression) Acts of God, Acts of the State, strikes, lockouts, fire, lightning, accidents, explosions, riots, civil commotion, war, malicious mischief or theft.

Resignation

During the period of your employment with the Company, in the event you wish to end your services with the Company, you may do so in writing to your Reporting Manager and by agreeing to serve the notice period as per the terms, which will come into effect on your Reporting Manager accepting your resignation. Till such time as the Company accepts your resignation, you will be deemed to be an employee of the Company and the terms and conditions of your employment will still continue to bind you. Refer the clause below on Notice Period.

Notice Period

The notice period applicable to you is stated in the **Addendum** specific to your category of employees.

Either party, by stating their intention to do so in writing, may voluntarily terminate this employment at any time, for the above and / or below-stated reasons, provided that the applicable and agreed duration of notice period is served, which could be notice served or forgoing salary in lieu of notice, subject to not jeopardizing the interest of the Client and the Company. The Company reserves the right to pay or recover compensation in lieu of notice period. Unused leave cannot be applied as a means to reduce the length of the notice period on resignation unless written approval is secured from your Reporting Manager and from the Human Resources Department. If you avail leave due to emergency while serving notice, your notice period will be extended proportionately to the number of days leave availed during the notice period.

Non-Waiver of Notice Period

For abundant caution, it is hereby clarified that you cannot waive off the notice period requirement in the event you wish to resign from the Company, and that your resignation will be accepted by the Company only on you satisfying the mandatory notice period. The termination of your employment and / or your resignation will be complete upon the same being certified by the Company and after a proper relieving letter is issued to you by the Company.

Waiver of Notice Period

The Company may, at its discretion, relieve you from such date as it may deem fit, even before the expiry of the notice period without compensating you for the unexpired period, and is not bound to give any reason thereof.

EMPLOYER SIGNATURE:



EMPLOYEE SIGNATURE:

Termination

In the extreme case where the Company has to terminate services on any of the following grounds, the following terms will be applicable.

On Breach of Conduct: Any breach of conduct in any manner may result in termination of services. If in the reasonable opinion of the Company, you are guilty of misconduct, the Company may terminate your employment without notice and any payment thereof. Misconduct includes but is not limited to unauthorized absence for more than 5 working days, dishonesty, theft, fraud, misrepresentation, breach of code of conduct, policies, applicable laws and refusal to obey reasonable command of the supervisor.

On Negligence: The Company shall have the right to terminate your employment immediately without notice or payment in lieu of notice if:

- i. You neglect, refuse, fail or for any reason become unable to perform any of your duties under this employment or comply with the Company policies and code of conduct; or
- ii. You are guilty of any misconduct whether or not in the performance of your duties (including but not limited to being an un-discharged insolvent, being convicted by any criminal court, being involved in fraudulent acts, etc.) or commit any act which in the opinion of the Company is likely to bring the Company any disrepute whether or not such act is directly related to the affairs of the Company.

On Poor Performance: During your employment with the Company, if your performance is not as per expectations, the Company shall have the right to terminate your employment immediately without notice or payment in lieu of notice. However, the Company shall also provide you ample opportunities to prove yourself and will also enroll you through the performance improvement plan and / or shall decide on your continuity of service if there is no improvement in your performance.

Separation

On resignation or termination of services, as the case may be, you will give up to the Company, before you are relieved, all assets, correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings, effects or records etc., belonging to the Company or the Company's Client or relating to its business and shall not make or retain any copies of these items. The Relieving Letter will be provided by the Company only on completion of the No Dues Process as well as Full & Final Settlement which would be processed anywhere between **45 to 90 days** from the last payroll month you were on rolls of the Company. Refer the **Employee Handbook of HR Policies and Addendum** for complete details.

Retirement Age

The retirement age in the Company will be **sixty (60) years**.

I agree to accept the terms and conditions of appointment mentioned above and will abide by the policies and procedures of the Company.

Employee Signature: _____

Date: _____

EMPLOYER SIGNATURE:



EMPLOYEE SIGNATURE:

Ref: HR/KITS/11925

April 22, 2024

Sahil Sajjan Tari

Employee Code: 11925

Dear Sahil,

With reference to your appointment letter, we are pleased to present your monthly compensation package with effect from May 01, 2024.

Particulars	Calculation Criteria	Monthly	Annually
Employee Earnings			
Basic & DA	Min Basic or 40% of CTC	22,334.00	268,008.00
Service Weightage	2% of Employee's Basic	447.00	5,364.00
Statutory Bonus	8.33% of Min Basic	1,578.00	18,936.00
House Rent Allowance	40% of Employee's Basic	8,934.00	107,208.00
Conveyance Allowance	Fixed Component	1,600.00	19,200.00
Medical Allowance	Fixed Component	1,250.00	15,000.00
Special Allowance	Bal of Gross after above components	17,891.00	214,692.00
Employee Gross Salary		54,034.00	648,408.00
Employer Benefits			
Company PF	12% of PF Ceiling Limit	1,800.00	21,600.00
Company ESI	3.25% of Gross (subject to ESI Gross)	0.00	0.00
Total Employer Benefits		1,800.00	21,600.00
Employee CTC	100%	55,834.00	6,70,008.00
Statutory Deductions			
Employee PF	12% of Employee's Basic	2,680.00	32,160.00
Employee ESI	0.75% of Gross (subject to ESI Gross)	0.00	0.00
Employee PT	Fixed slab (subject to PT Gross)	200.00	2,400.00
Total Statutory Deductions		2,880.00	34,560.00
Employee Net Pay	Subject to TDS	51,154.00	6,13,848.00

All other terms and conditions of your appointment will remain the same.

for **Klaus IT Solutions Private Limited**



Rajashree Sampath

Director

Wherever applicable, PF / ESI Contribution (both Employer & Employee) will be calculated on Earned Gross (subject to 15000 PF ceiling limit).

BDA for New Offer: 40% of CTC or Min Basic whichever is higher / BDA for Increment: 40% of New CTC / Old Basic plus Increment % / Min Basic

EMPLOYER SIGNATURE:



EMPLOYEE SIGNATURE: