

November 25th 2016

Mr John Diptikanta Behera

Bangalore

Dear John

Congratulations! It is indeed our pleasure to offer you the position of “**Software Engineer”**, at RoofandFloor, KSL Digital Ventures Limited. Your work deputation location is Bangalore and reporting to Mr Niren Pai, based at Bangalore.

This Letter of Invitation includes Details of Compensation and Annexure as listed below:

Annexure 1: Terms and Conditions

Annexure 2: Compensation Details

The Company also reserves the right to withdraw the offer made to you even after the acceptance of such offer by you, if the Company becomes aware of any material information that may have been concealed or misrepresented by you at the time the offer was made by the Company. The proposed start date of your employment at RoofandFloor, KSL Digital Ventures Limited is November 25th 2016.

Welcome to RoofandFloor, KSL Digital Ventures Limited Family! We wish you a long and fruitful career in RoofandFloor, KSL Digital Ventures Limited

Yours Sincerely,

**Sudha Prabhu**

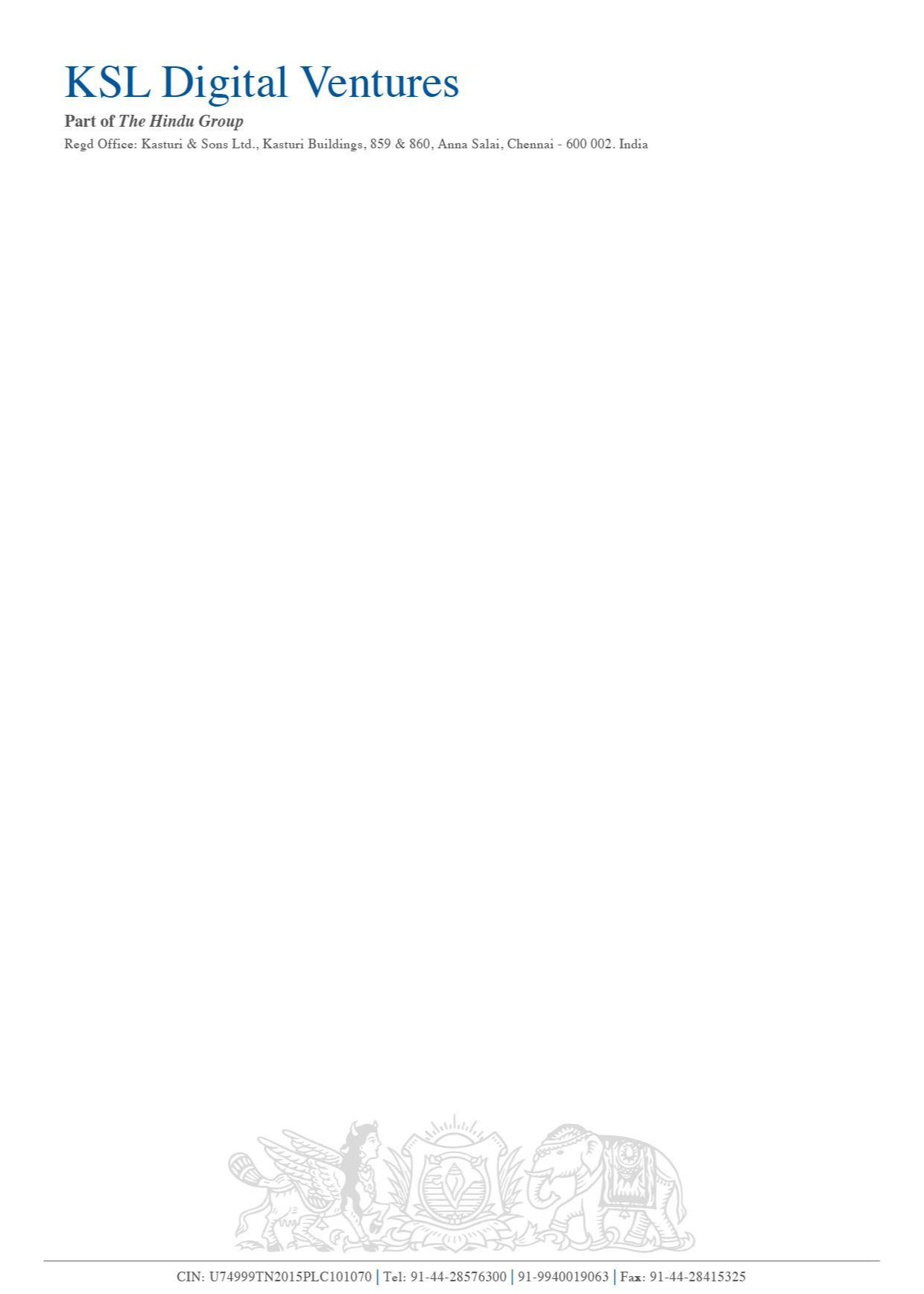
**Head HR,**

**KSL Digital Ventures Limited**

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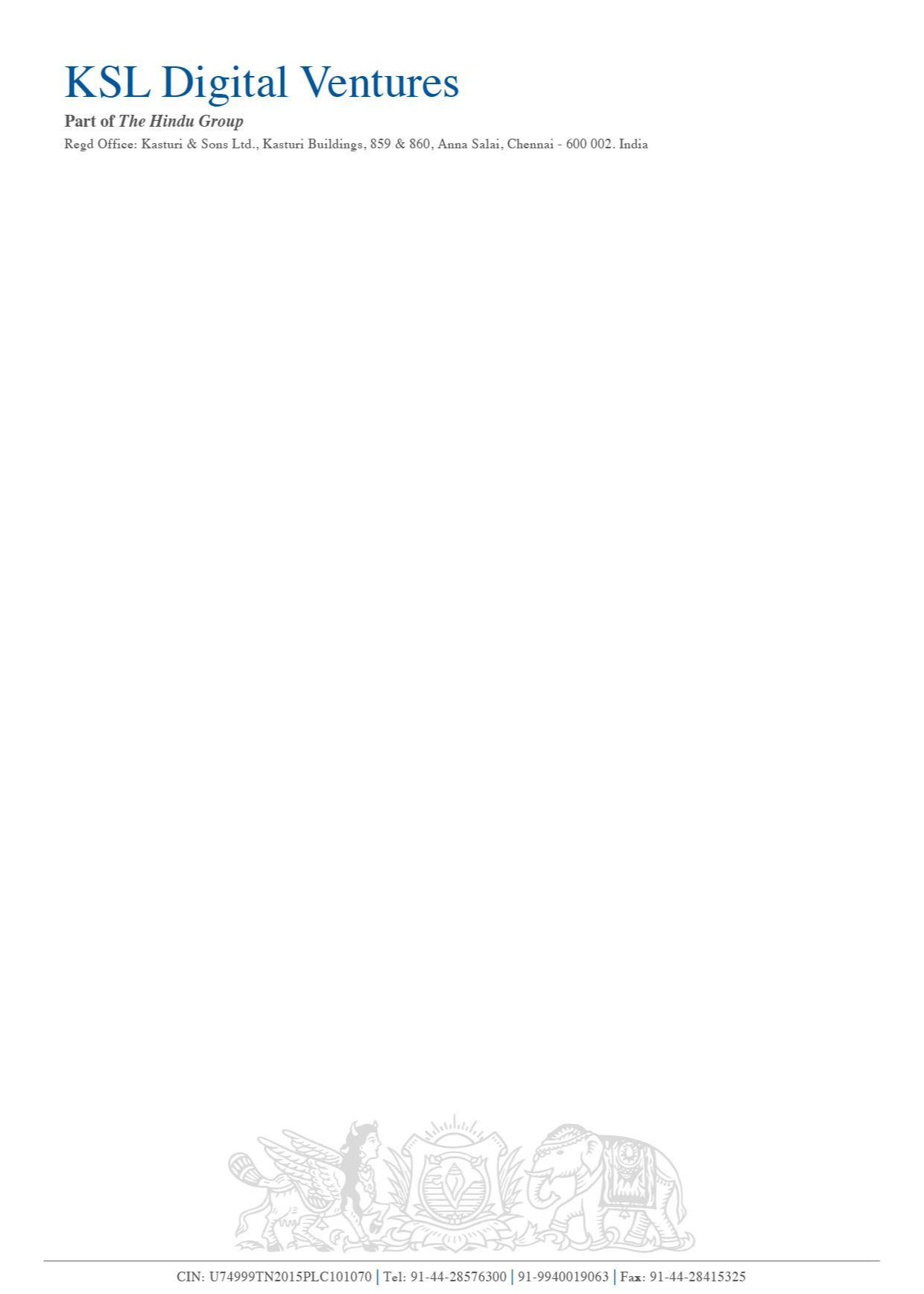
Acceptance

Name:



**ANNEXURE 1: Terms and Conditions**

1. **Posting:** Your current work deputation will be in Bangalore (Chennai, BangaloreMumbai, and Hyderabad), India. You will be required to attend office normal business hours (9:30 AM to 6:30 PM). However, your services are transferable and can be seconded or deputed by the Company to any group company operation in India or abroad; whether existing as on the date of your appointment/contract or to be established thereafter at the discretion of the Company or to any operation under the management and/or ownership of the Company including any joint venture in which the Company is a participant or to any subsidiary or associate company of the Company.
2. **Leave:** You are entitled to 18 days of leaves in one calendar year, segregated intodays of Earned leave (12 nos), Sick leave (3nos) and Casual leave (3 nos). Leaves will be governed by the Leave Policy of the Company and Date of Joining.
3. **Rules:** You will be required to abide by the rules and regulations of the office andare required to maintain the code of conduct and disciplinary rules, which may be framed or modified from time to time.
4. **Efficiency:** During the course of your employment, you will employ yourselfefficiently and diligently to the best of your ability and devote your whole time and attention to the interest of the company and generally carry out duties and work as assigned to you and shall obey and comply with all the lawful orders and directions given to you by the Management. You shall honestly, diligently, faithfully and obediently serve the organization and use your utmost endeavour to promote the interest of the company**.**
5. **PIA:** On joining you will be required to sign a Proprietary Information andInventions agreement.
6. **Intellectual Property Rights (IPRs):** All Intellectual Property Rights including thecopyright in the work arising out of or in connection with the services rendered by the employee in the course of employment shall vest with the Company and the employee shall not have any right, title and/or interest in such IPR’s
7. **Joining Documents:** At the time of joining you are required to submit thefollowing documents:
   1. Copy of PAN card / Aadhar Number
   2. Copy of address proof (Passport / Voters ID / DL / UID)
   3. Copies of all educational certificates (10th, 12th, U.G and P.G)
   4. Copies of relieving and experience letters
   5. 2 Passport size photographs



1. **Termination:** Your employment is subject to termination by Company givingThirty (30) days’ notice. Company is not bound to give any reason thereof. The

Company reserves the right to pay salary in lieu of the notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even before the expiry of the notice period with or without compensating for the un-expired period and is not bound to give any reason thereof. On acceptance of the separation notice, before you are relieved, you will hand over to the Company all the information and data of the Company including, but not limited to,

correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings and you shall not use, reproduce or retain any copies of these items.

You may also terminate your employment with the Company by giving Thirty (30) days’ notice prior written notice to the Company. Further, the Company may at its sole discretion relieve you from such date as it may deem fit even before the expiry of the notice period in lieu of you compensating the Company for the un-expired period, being payment of your full salary for such unexpired period. On acceptance of the separation notice, before you are relieved, you will hand over to the Company all the information and data of the Company including, but not limited to, correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings and you shall not use, reproduce or retain any copies of these items

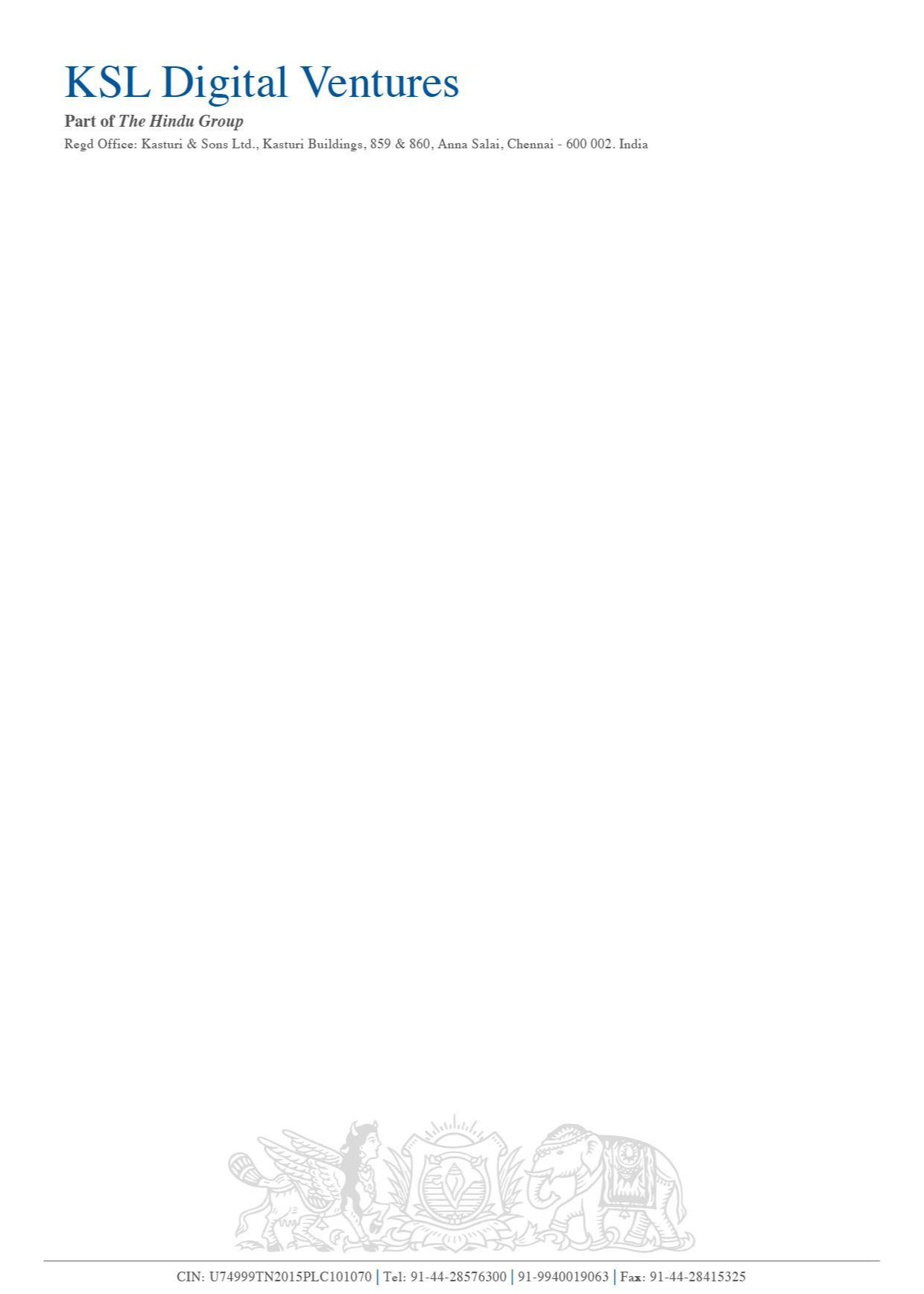
Your age of retirement will be fifty eight (58) years. The Company, however, reserves the right to retire your services upon your attaining the age of superannuation or earlier if you are not found physically or mentally fit.

**PROBATION**

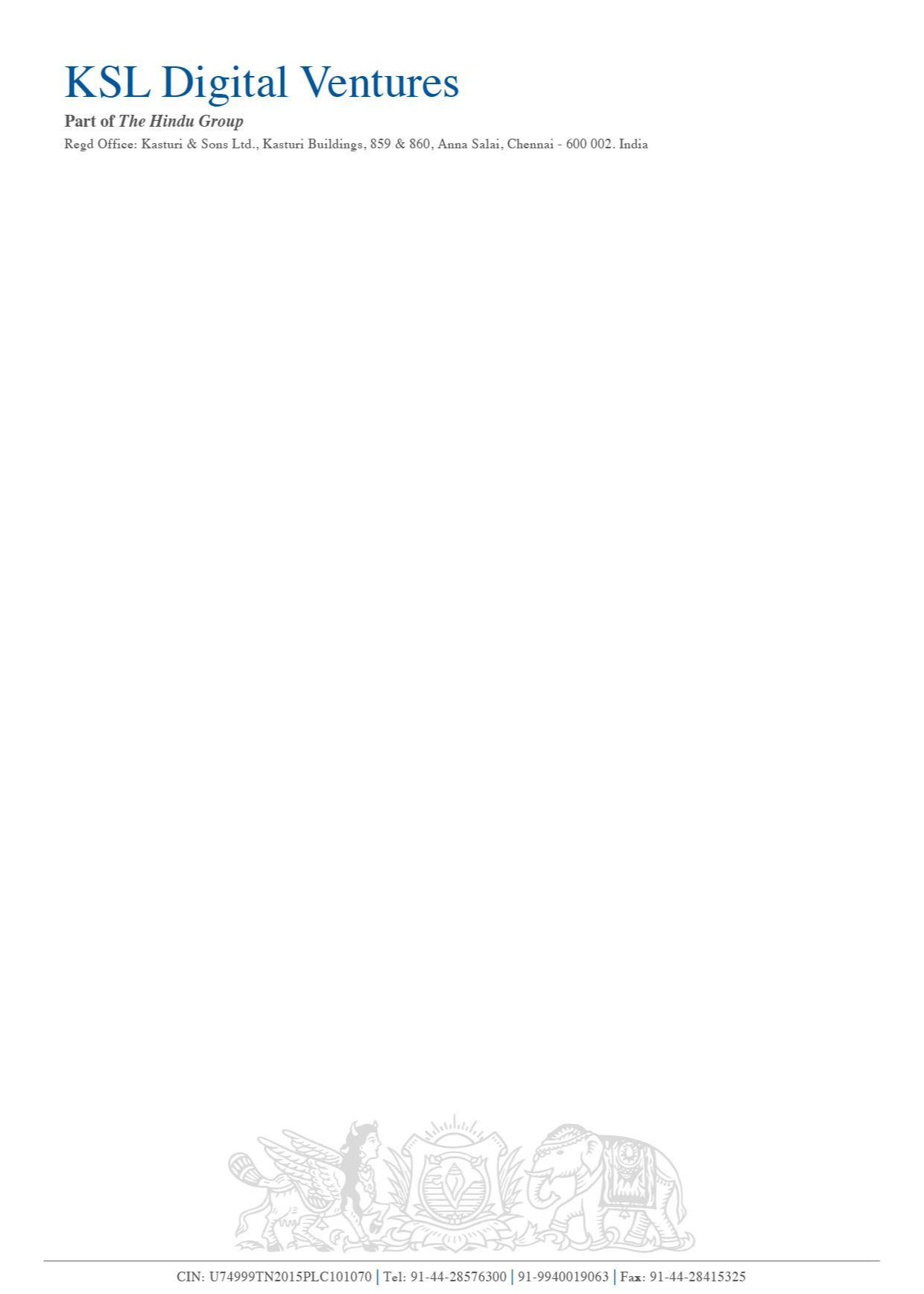
Your initial employment status with the Company will be probationary for a period of three (3) months from the actual date your employment with the Company commences. Your employment status with the Company will remain probationary until you are expressly confirmed to have achieved regular employment status with the Company. The probation period may be curtailed or extended by the Company at its sole discretion without assigning any reasons.

During your probationary period your employment with the Company may be terminated at any time, without notice or commission or assigning of any reasons thereof and at the sole discretion of the Company.

During the probationary period your performance and work behaviour will be thoroughly assessed and evaluated by management / manager and only on satisfactory completion of your initial or extended probationary period you will be confirmed in the regular service of the Company on such terms and conditions as decided by the Company. Your confirmation of regular employment status with the Company will be communicated to you orally.



1. **Confidentiality:**
   1. You shall not disclose to any unauthorized person, either during or after your employment with the Company, any information about the interest or business of the Company or any affiliated companies. You shall not communicate to any public papers, journals, pamphlets or leaflets, or cause to be disclosed at any time, any information, data or documents, official or otherwise, relating to the Company except with prior written consent of an authorized officer of the Company. Any invention, development, process, adaptation or improvement in procedure or other matters or work including any artistic, literary or other work which can be the subject matter of copyright rights whatsoever, made, developed or discovered by you either alone or jointly with any other person or persons while in employment of the Company, in connection with or in any way affecting or relating to the business of the Company or capable of being used or adapted for use therein or in connection therewith shall forthwith be disclosed to the Company and shall belong to and be the absolute property of the Company.
   2. You will not during your employment with the Company or at any time thereafter, divulge or make known any information in any way whatsoever relating to the Company or its business or of its customer and/or any other information, secret processes of data and material, which may come to your knowledge during the course of your employment. You will always maintain strict secrecy regarding any technical employment. You will not divulge any information regarding intellectual Property, software process, technical know-how, security arrangements, administrative accounts, marketing areas, organization matters pertaining to the company whether confidential or otherwise, patented or non-patented, operational, technical or financial either pertaining to the company, or its customers, vendors, or internal processes, orally, inscribed, recorded, written electronically processed either tapes, disks, chips, floppies or any other form of communication like films, micro films, drawings etc to anyone else, without the prior approval of the company. It is absolutely at the discretion of the company to decide whether any information is divulged under the normal course of business and the employee in any manner cannot challenge the same.
   3. You hereby confirm that you have disclosed, fully to the Company, all of your business, interests whether or not they are similar to or in conflict with the businesses or activities of the Company and all circumstances in respect of which there is or there might be, a conflict of interest between the Company and you or any immediate relative or associate. You agree to disclose, fully to the Company, any such interest or circumstances that may arise during your employment immediately upon such interest or circumstances arriving. Upon separating your employment with the Company, you shall forthwith return to the Company all the assets and property of the Company (including any leased properties), documents, files, books, papers, memos or any other property of the Company in your possession or under your control.



* 1. You will be required to execute a Proprietary Information Agreement (“PIA”) with the Company before commencing employment. A copy of this document is included with this offer. If this offer is acceptable, please indicate your approval by signing below and returning a copy of this letter and your signed PIA to our Bangalore office

1. **Harassment and Discrimination @ workplace**

We are committed to providing an environment that is free from discrimination and harassment in any form at the workplace. In keeping with this commitment, the company maintains a strict policy prohibiting all forms of unlawful discrimination and harassment, including sexual harassment and harassment based on race, gender, age, disability, religion, national origin, sexual orientation or any other characteristic protected by law. Furthermore, it prohibits unlawful discrimination or harassment in any form including verbal, physical or visual harassment

1. **Equal Employment Opportunity**

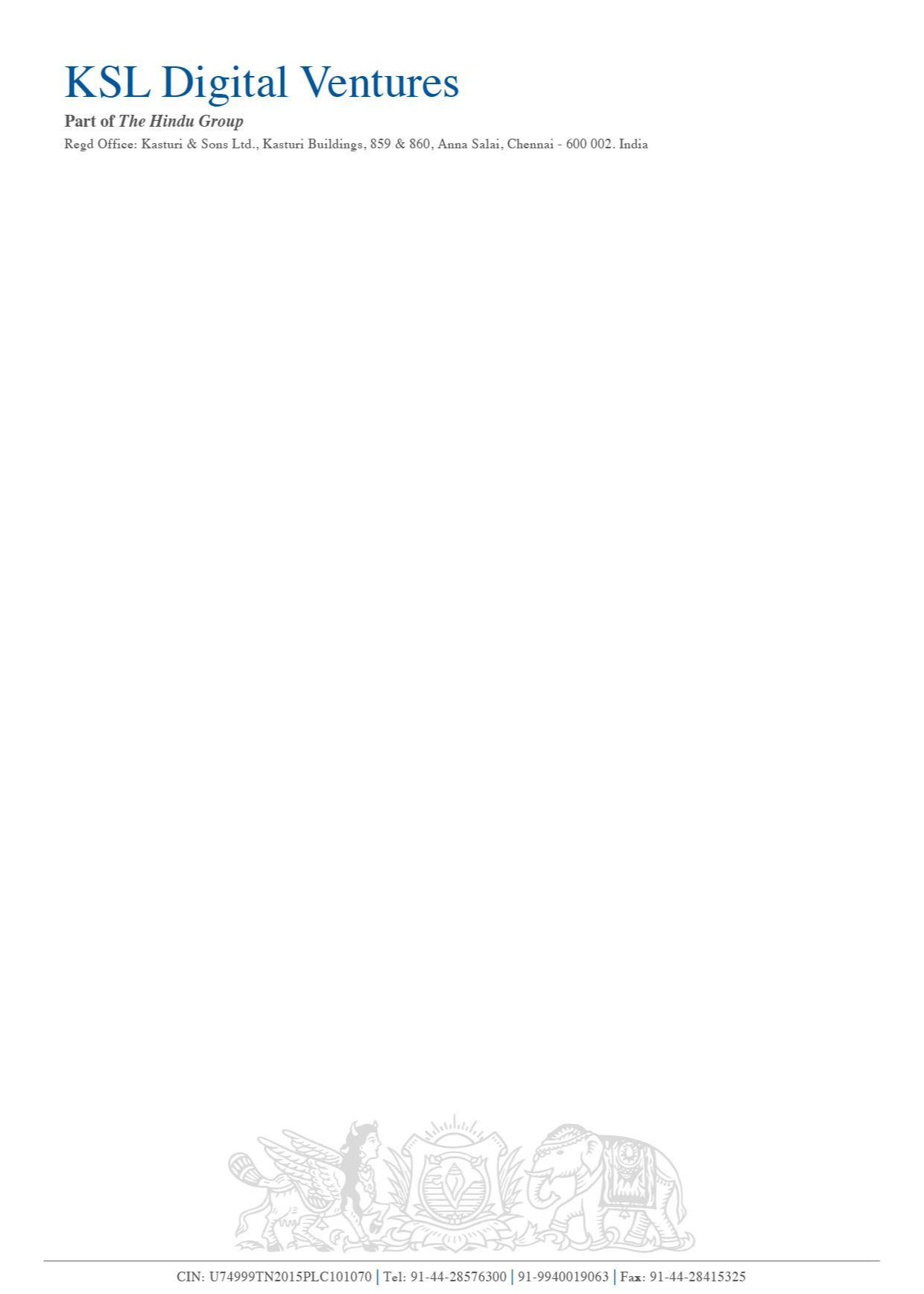
We are committed to equal-employment principles, and we recognize the value of committed employees who feel they are being treated in an equitable and professional manner. We strive to find ways to attract, develop, and retain the talent needed to meet business objectives, and to recruit and employ highly qualified individuals representing the diverse communities in which we live.

1. **Termination for cause:**

If at any time during your employment you will be found guilty of misconduct or any wilful breach or continuous negligence of the terms of this appointment letter or of rules and/or regulations governing your employment or of dereliction of duties and/or instructions given to you from time to time, (“Non-Performance”) or for fraud, theft or other material cause, the Company may terminate your employment with the company immediately and will not make the company liable to pay Notice Period as specified in Clause 7 of the Terms and Conditions of this offer letter.

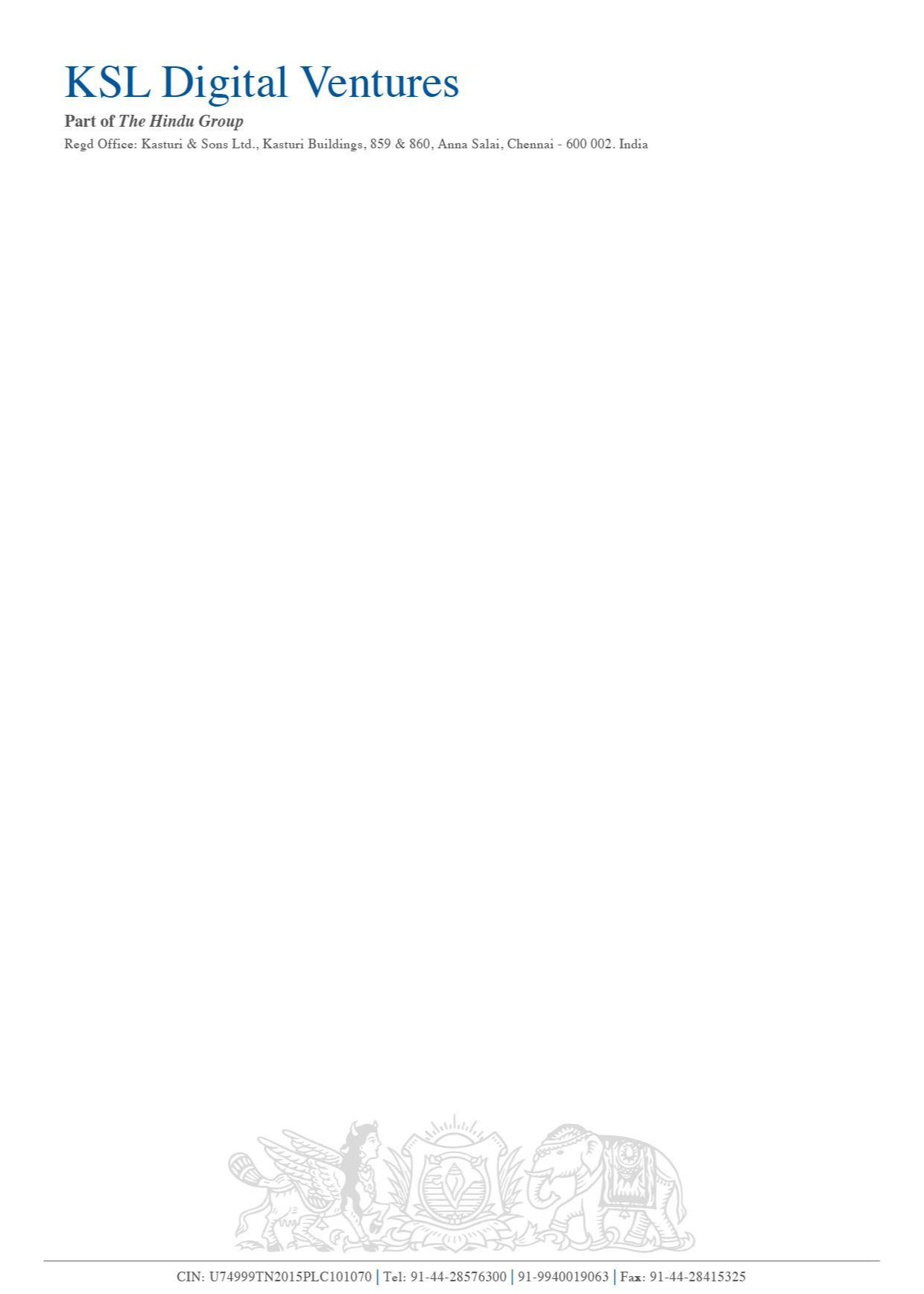
If any declaration given or information furnished by you to the company proves to be false or if you are found to have wilfully suppressed or concealed any material information, the same shall be considered as material cause, making you liable for removal from services without any notice.

* 1. **Return of Confidential Information:** On termination of this contract, whetherwith or without cause, you will immediately give to the company all correspondence, specifications, formulae, books/documents, effects, market data, cost data, drawings or records, etc., belonging to the company or relating to its business and shall not retain or make copies of these items.
  2. **Responsibilities & Duties:** Your work in the organization will be subject to therules and regulations of the organization as laid down in relation to conduct, discipline and other matters. You will always be alive to the responsibilities and



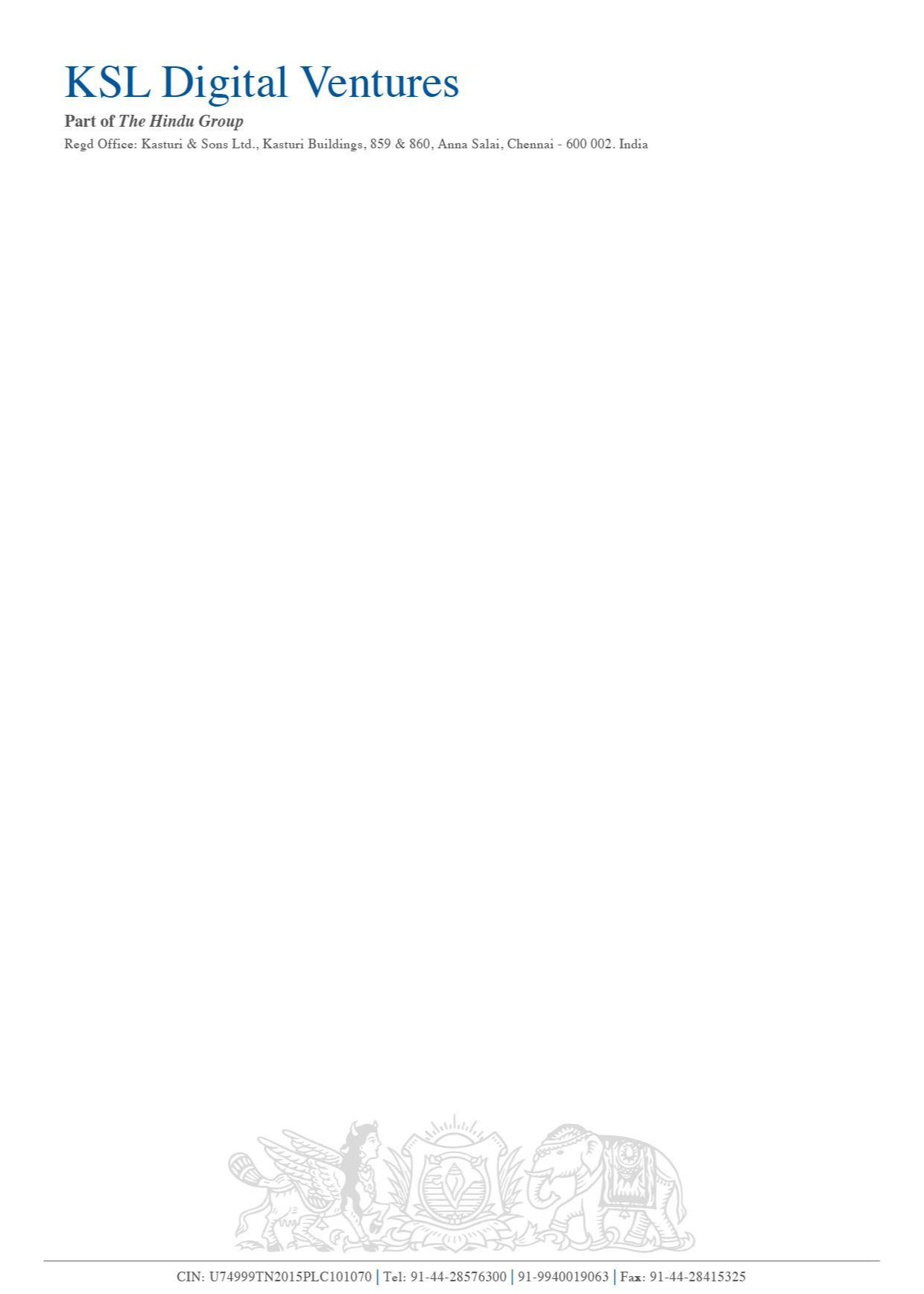
duties attached to your position and conduct yourself accordingly. In view of your office, you must effectively perform to ensure results**.**

1. **Conflict of Interest:** Your position with the Company calls for your whole timeemployment and you will devote yourself exclusively to the business of the Company. You will not take up any other work for remuneration (part time or otherwise) or work in an advisory capacity or be interested directly or indirectly in any other trade of business, without the written permission from the Company.
2. **Absence without permission:** If you are absent from your duties without priorwritten permission or notification for ten (10) consecutive work days, you will be deemed to have abandoned service voluntarily without giving due notice and your services would be terminated.
3. **Acceptance of Gifts, Mementos etc:** As a principle, acceptance of gifts/gratis isto be discouraged. Employees will be governed by any other rules or policies that already exist, and may be introduced or amended from time to time in this regard.
4. **Dispute Resolution:** This Offer Letter shall be subject to the laws of India. Anydisputes, differences or claims under or in relation to this Offer Letter and any consequent matters shall be referred to arbitration. Arbitration proceedings shall be held in Chennai, India, conducted by a Sole Arbitrator to be nominated by the Company. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any subsequent enactment thereof. Subject to the above, only the courts in Chennai, India, shall have exclusive jurisdiction to try any disputes in relation to this Offer Letter and any consequent matters.



**ANNEXURE 2: Compensation Details**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  | ***INR*** |
| **Salary Component** | | | | | ***Per Month*** | ***Per Annum*** |
|  |  |  |  |  |  |  |
|  | | |  |  |  |  |
| **Base Salary** | | | | |  |  |
|  |  |  |  |  |  |  |
|  | Basic Salary | | | | 35,000 | 4,20,000 |
|  | Special Allowance | | | | 42,150 | 5,05,800 |
| **Monetary Benefits** | | | | |  |  |
|  |  | |  |  |  |  |
|  | House Rent Allowance (HRA) | | | | 14,000 | 1,68,000 |
|  | Transport Allowance | | | | 1,600 | 19,200 |
|  | Medical Reimbursement | | | | 1,250 | 15,000 |
|  | Food Allowance | | | | 2,000 | 24,000 |
|  | Telephone/Broadband Allowance | | | | 2,000 | 24,000 |
|  | Leave Travel Allowance (LTA) | | | | 2,000 | 24,000 |
|  | Annual Salary | | | | 1,00,000 | 12,00,000 |
|  |  |  |  |  |  |  |
|  | Variable Pay | | | |  | 1,00,000 |
|  | Targeted Annual Salary | | | | 1,00,000 | 13,00,000 |
| **Other Benefits Schemes** | | | | |  |  |
|  |  | | |  |  |  |
|  | Company Contribution to Provident | | | |  |  |
| Fund (PF) | | | | | 1,800 | 21,600 |
|  | Gratuity | | | | 1,691 | 20,286 |
|  | Insurance Premium (Family Medical)\* | | | | 167 | 2,000 |
|  | Learning Benefit | | | | - | - |
|  | **Total of Employee Benefits** | | | | 3658 | 43,886 |
|  | | | | |  |  |
|  | **Total Benefit to Employee** | | | |  | **13,43,886** |



**Details of the compensation**

**Basic Salary**: Fully taxable and employees will not be able to make changes.

The Company provides the below mention structure /perquisites and allowances you are entitled to subject to the maximum limits specified against each perquisite per annum. The income tax deduction/exemption for the following allowances is calculated as follows:

1. **House Rent Allowance:**

The least of the following amount is deductible from the HRA for computing income tax.

* 1. HRA received
  2. Rent paid less 10% of salary (Basic)
  3. 50% of the salary (Basic) if the accommodation is situated at Mumbai, Calcutta, Chennai or Delhi. (For purpose of calculation we have kept it at 40% today).

1. **Transport Allowance:**

Conveyance is exempted up to Rs. 1600/- per month.

1. **Medical Allowance:**

Actual Medical expenses incurred in respect of self, spouse and children, dependent parents, brothers, sisters, up to a maximum of Rs.15, 000/- is exempt from income tax

1. **Gratuity:**

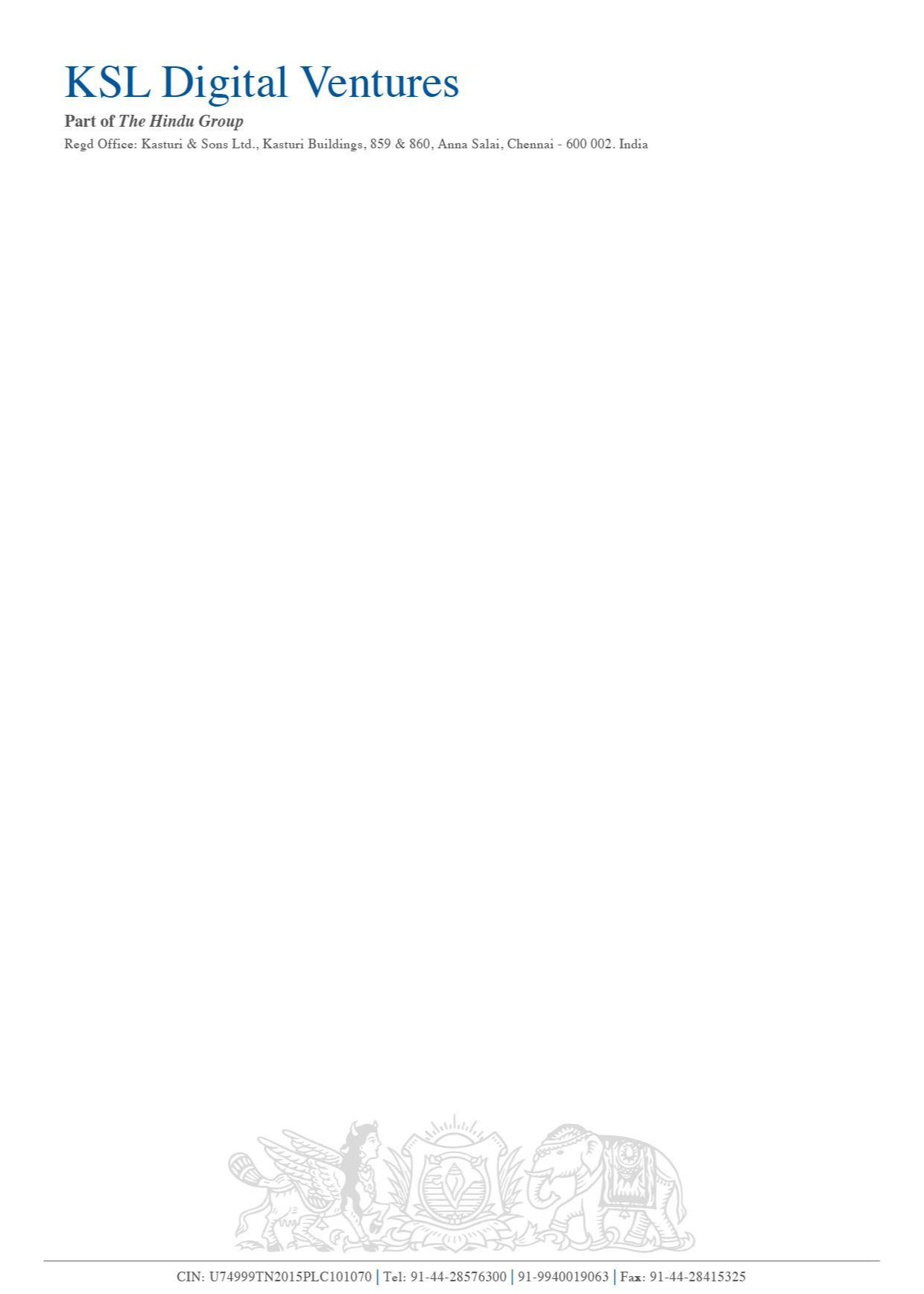
Gratuity, as evident from the salary structure, is over and above the annual salary and is a part of the additional benefits offered by RoofandFloor, KSL Digital Ventures Limited. You are eligible for Gratuity as per the Payment of Gratuity Act.

1. **Employee Provident Fund (PF):**

Employee’s contribution to the EPF is part of the annual salary and is fixed at 12% of your basic salary. Employees Provident Fund contribution is payable only on Basic Salary. RoofandFloor, KSL Digital Ventures Limited. contributes this (employer’s contribution) over and above the annual salary as an additional benefit. This contribution is limited to a maximum of INR 1800 per month or 12% of the case as may be.

**4. Leave travel assistance reimbursement/allowance**:

Actual travel fare incurred by an employee, for journey undertaken by the employee and his family to any place in India is exempt from tax. This exemption can be availed of two journeys made in a block of four calendar years. The current block is 2015-2019. There is no quantum of exemption laid by the Act; however a limit to the extent of economy class airfare or air-conditioned first class train fare by the shortest route has been prescribed.



The company will reimburse leave travel Expenses incurred by you and your family up to maximum of the extent of the limit prescribed subject to production of the prescribed declaration and original tickets, boarding passes, receipts etc.

For this purpose, “family” means spouse and children and parents, brothers and sisters if they are wholly or mainly dependent on the employee.

You may choose, at the beginning of the financial year, not to claim reimbursement of LTA. In such a case the amount mentioned in the prescribed limit will be paid per month and is subject to tax.

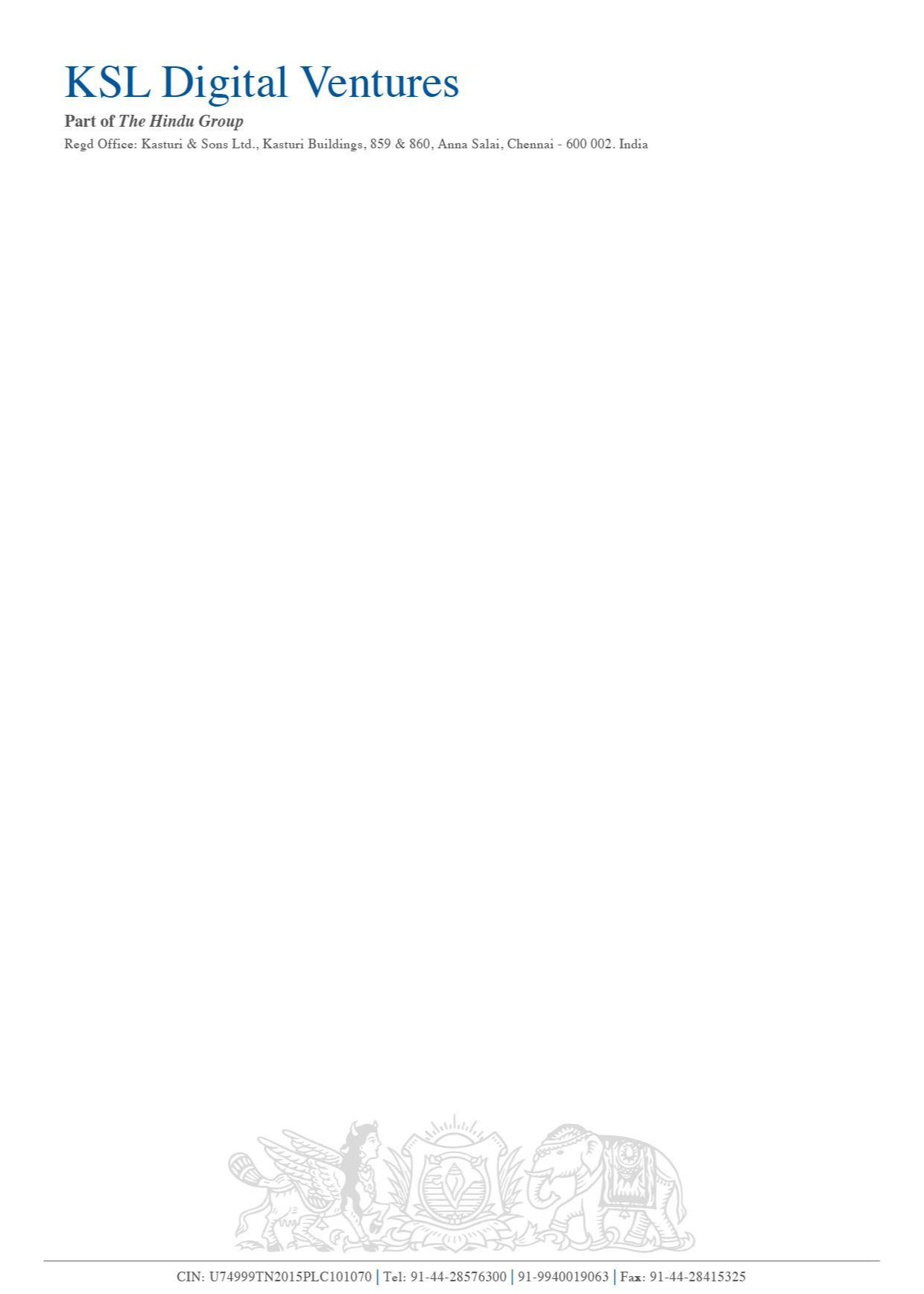
1. **Telephone Allowance:**

Exemption can be availed on the telephone & internet used at home towards company use.

1. **Special Allowance**:

The balance amount will be the special allowance which will be fully taxed.

All the compensation stated hereunder shall be payable subject to the applicable tax laws, including the deduction of tax at source provisions thereof.



**Summary of Benefits\***

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Particulars** | | **Explanation** |
| A | Leave |  | Employees are eligible for 18 days leave per calendar year. |
|  | Entitlement | | Additional leave entitlement includes Maternity, Paternity, |
|  |  |  | Marriage & Bereavement leaves. |
| B | Flexible working | | In line with our philosophy of work–life Integration, |
|  | Hours |  | RoofandFloor, KSL Digital Ventures Limited provides a flexible |
|  |  |  | work environment to its employees. Laptops are provided to |
|  |  |  | employees based on business requirements. |
| C | Learning |  | In line with RoofandFloor, KSL Digital Ventures Limited |
|  | Benefits |  | philosophy on People Development, every employee will be |
|  |  |  | given a learning grant of INR < \_\_\_\_\_\_\_ > every year, which s/he |
|  |  |  | can use for trainings/certifications/books etc. |
| D | Meals |  | RoofandFloor, KSL Digital Ventures Limited Will provide |
|  |  |  | Sodexho coupon booklets of denomination 1000 or 2000 per |
|  |  |  | month |
| E | Group | Health | Group Hospitalization Insurance (GHI) of a total of INR \_\_\_\_\_\_\_\_ |
|  | Insurance (GHI) | | per family is available: |
|  |  |  | Family includes employee, spouse ,two children, |
|  |  |  |  |

*\*Detailed Benefits @ RoofandFloor, KSL Digital Ventures Limited will be shared in a separate document*

I hereby understand and accept this offer letter proposal.

**Signature:**

**Name:** **Date:**