

Ms Shradha H. Chhabria
4C River Heights
315 Valluvar Kottam High Road
Nungambakkam
Chennai 600034



January 6, 2017

Dear Shradha,

We are pleased to formally invite you to join Kelsa Solutions (Kelsa), based on our discussions with you. We are glad that you share our excitement about Kelsa and we look forward to this being the start of a long lasting relationship.

We would like you to begin employment with us on or before June 1, 2017. Your employment will be based on the following terms and conditions:

1. You will be designated **Business Analyst**. In this role, you will take on the responsibility of delivering consulting services or consulting support on HR processes, policies and systems to Kelsa's clients, independently, or as part of a team. In doing this, you will work under the general supervision of a Director of Kelsa
2. You will be based in Chennai, and you may be required to travel to other locations depending upon business requirements.
3. Your annual compensation, on a cost-to-company basis, will be Rs.451,000/- (Rupees four lakh and fifty-one thousand only). The break-up of this is provided as an annexure to this letter.
4. In addition to the above, you will be reimbursed for all expenses necessarily incurred by you towards travel and stay in connection with services related to project work, should such work require you to travel and stay outside Chennai. For all such projects, the details of such reimbursements will be communicated as and when travel is required.
5. This is a full time position and it is explicitly expected that you do not take up any other business or commercial activity or employment during the period of your employment with us.
6. During the course of your employment, you will be made aware of Kelsa's products, services, development and marketing plans, as well as financial, commercial and business information of a confidential and sensitive nature. While we are in no doubt that you would treat such information with care and sensitivity, we urge you to ensure that this sensitivity is shared by those who engage in commercial / business transactions with us. Upon joining, you will be required to enter into a Non Disclosure Agreement with us to protect the Intellectual Property Rights of Kelsa, as well as those of any of our clients / business partners.

Confidential: Details of this document are not to be discussed with anyone in Kelsa who is not authorized to access it, or with anyone outside Kelsa other than immediate family

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Kelsa Management Solutions Private Limited

First Floor, No.19/L6, 22nd Cross Street, Indira Nagar, Adyar, Chennai 600020. Tel: +91 44 42666485, +91 99402 31146
Registered Office: Plot #3, Nadaraja Road, Dr. Vasudeva Nagar Extn., Thiruvanmiyur, Chennai - 600041. Tel: 91 44 2441 0
Corporate Identity Number: U74140TN2010PTC074804 Email: admin@kelsasolutions.com
www.kelsasolutions.com

7. Either party is required to provide a 30 (thirty) day notice of separation to the other. *No notice will be required if the separation is due to an act that leads to termination of employment.* While this notice period may be set off by payment of 'notice-pay', we are confident that you will find the environment at Kelsa open enough for you to take us into confidence regarding your career plans and help us work through mutually beneficial arrangements, should separation become necessary.
8. This offer is conditional; you will have to successfully complete all the requirements of your current course latest by June 30, 2017 and submit a copy of your degree certificate (final / provisional) on or before July 1, 2017. In case you are unable to do so, this offer will be automatically withdrawn.

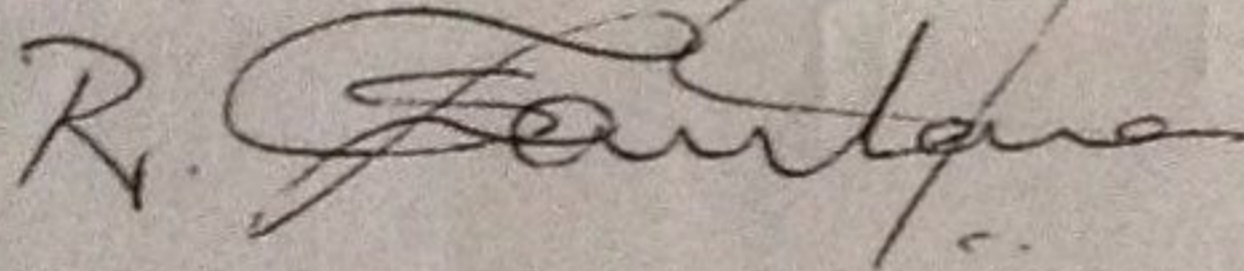
Please indicate your acceptance of this offer by returning a signed copy of this letter on or before January 17, 2017.

We believe you would be a great asset to our team at Kelsa. We hope that you will find your experience at Kelsa both rewarding and pleasant. We look forward to our building a great organisation, using our collaborative energies and creativity, and sustain it through our shared values.

Welcome aboard Kelsa!

With best wishes,

Yours truly,
For Kelsa Management Solutions Private Limited



R. Shantaram
Director

My signature below indicates my acceptance of this offer of employment, after fully understanding the terms and conditions of employment. I expect to join my position on 01-06-2017.

Signature: Shradha
(Shradha H. Chhabria)

Date: 12-01-2017

Break-up of Annual Compensation

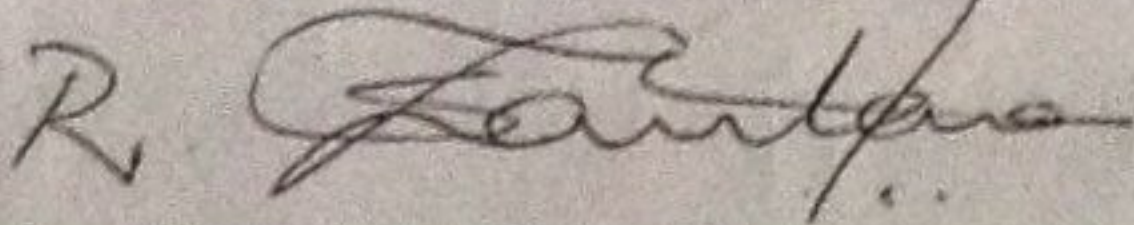
Annexure

January 6, 2017

Name	Shradha H. Chhabria
Position	Business Analyst
Expected Date of Joining	June 1, 2017

Head	Per Month	Per Annum
Basic Salary	12,500	150,000
House Rent Allowance	7,500	90,000
Conveyance Allowance	1,600	19,200
Food Reimbursement	1,200	14,400
Medical Reimbursement	1,250	15,000
Special Allowance	5,200	62,400
Sub-Total (A)	29,250	351,000
Tenure Bonus, on completion of 6 months from date of joining ^a		40,000
Service Bonus, on completion of 12 months from date of joining ^a		60,000
Sub-Total (B)	-	100,000
Total Annual Compensation		451,000

^aThis will be paid along with salary of the month in which the 6 / 12 months' service is completed. No part will be payable unless the entire duration (6/12 months, as applicable) is completed.

For Kelsa Management Solutions Private Limited**R. Shantaram
Director**

My signature below indicates my acceptance of these emoluments. I understand that I am responsible for submitting information as well as proofs regarding any rebates / reimbursements that are to be considered for purposes of Income Tax TDS. I understand that I am individually responsible for filing my Income Tax Returns every year.

Signature: Shradha
(Shradha H. Chhabria)Date: 12-01-2017