



December 28, 2023

**Mr. Rathla Venkatesh
turpu thanda, timmapur, nalganda,
Telangana pin: 508207**

Dear **Rathla Venkatesh**,

Sub: Appointment Letter dated 28th day of December 2023 ("Appointment Letter")

We, **InterGlobe Aviation Limited** ("Company"), are pleased to appoint you as **Officer - AO&CS** in the role of **Cabin Appearance - Operations** in **Airport Operations & Customer Services** department of the Company, with effect from **January 02, 2024** or such other date notified in writing to you by the Company ("Joining Date") at **Hyderabad** on the following terms and conditions:

1. Compensation

- (i) With effect from the Joining Date, your annual cost to the Company is set out in **Annexure A** to this Appointment Letter. The payments made to you under this Appointment Letter shall be subject to withholding of taxes as applicable under the laws of India. Further, you shall be liable to pay income tax and all other applicable taxes due and payable on all amounts received by you from the Company. You are required to share the details and copies of your valid Indian Permanent Account Number ("PAN") card issued by the Income-tax Department of the Government of India and Aadhar Card, with the Company for the purposes of your appointment and making payments to you in terms of this Appointment Letter.
- (ii) As per the provisions of the Income-tax Act, 1961, (as amended from time to time) ("Income Tax Act"), it shall be your obligation to furnish to the Company, a copy of your valid PAN card issued by the Income-tax Department of the Government of India, in order to enable the Company to release payments to be made to you hereunder, failing which the Company shall have the right to deduct withholding tax at the rates as applicable under the Income Tax Act.

2. Leave Entitlement

Your leave entitlement during your employment with the Company, shall be as per the applicable policies of the Company.

3. Probation and Confirmation

- (i) With effect from the Joining Date, you shall be on probation for a period of six (6) months with the Company, which may be extended for such further period as the Company deems fit. You shall continue to be on probation until such time that a letter of confirmation is issued to you by the Company.
- (ii) During the probation period, the Company shall have the right to terminate your employment immediately by serving you with a written notice, without assigning any reasons. In the event of such termination, the Company shall have no further liability towards you, save and except for any amount due and payable to you until such date of termination in accordance with this Appointment Letter.

4. **Working Hours**

You shall perform your duties as per the working hours, communicated to you by the Company, from time to time.

5. **Retirement**

You shall retire from the services of the Company upon attaining such retirement age as may be determined by the Company from time to time in accordance with its policies. Upon such retirement, you shall cease to be an employee of the Company. Notwithstanding the foregoing, the Parties may agree to extend the term of your employment for such further period as agreed between you and the Company.

6. **Location**

As a part of the operational requirements of the Company, you may be required to be relocated or transferred or seconded or deputed to any department, division, location (domestic or international), affiliate, subsidiary or group company of the Company.

7. **Company Policies and Directives**

You shall keep yourself updated, informed and shall comply with all existing and future policies and directives of the Company, as amended from time to time, including the Company's code of conduct ("**Company Policies**"). The Company Policies shall be applicable to you and be considered as an integral part of this Appointment Letter. You shall also be required to comply with all the directions of the Company given to you from time to time. The Company shall not be responsible for any damage/loss of any nature whatsoever accruing to you, owing to your not being aware of and/or updated with any Company Policies. In the event of any inconsistency between any of the provisions of the Company Policies and this Appointment Letter, the provisions of the Company Policies shall prevail.

8. **Training**

During the course of your employment with the Company, you may be required to undergo specialized training(s) / skill and / or knowledge enhancement / developmental program to enable you to effectively discharge your current or new responsibilities assigned. In such cases the Company may propose that an agreement, in a form and manner acceptable to the Company, be entered into between you and the Company. Such agreement shall primarily intend to offset the expenses incurred by the Company towards your specialized training / skill and / or knowledge enhancement. In the event that such an agreement is executed between you and the Company, you shall be governed by the terms and conditions of such agreement as well, which shall be considered as an integral part of this Appointment Letter. In the event of any conflict in respect of any provisions between the contents of this Appointment Letter and such agreement, the provisions of such agreement shall take precedence.

9. **Role and Responsibilities**

Your role and responsibilities are set out in **Annexure B** to this Appointment Letter, provided that you may be required to discharge any responsibility or work that may be entrusted to you by the Company from time to time. During the course of your employment with the Company, the Company shall be entitled to change your designation and/or reporting structure. As a part of your responsibilities, you will also be responsible for the effective functioning of the staff or employees, if any, under your supervision.

10. Confidentiality and Ownership of Work Product

- (i) You acknowledge and agree that during your employment with the Company, you may be provided with or come in contact with or create certain Proprietary and Confidential Information. The term "**Proprietary and Confidential Information**" shall mean written, oral, documentary, visual or other information, including but not limited to drawings, formulas, processes, specifications, photographs, documents, breadboards, samples, models, machines, tools, software/hardware, machine-readable media of any kind and other information submitted hereunder, including business information, customer lists and details, customer information, business strategy, know-how, trade secrets, business strategy etc. of Company and/ or any of its holding company(ies), subsidiaries, affiliates, customers, officers, employees, directors, consultants and / or advisors, including which is marked proprietary, confidential, or the equivalent, or which the Company indicates in writing or verbally at the time of transmittal to, or any information that anyone receiving such information including yourself, may reasonably consider as proprietary, confidential or the equivalent. Proprietary and Confidential Information also includes notes, extracts, analyses or materials prepared by the Company and/ or any of its holding company(ies), subsidiaries, affiliates, customers, officers, employees, directors, consultants and / or advisors that is in possession of the Company, which are copies of or derivative works of any Proprietary and Confidential Information, or from which the substance of the Proprietary and Confidential Information can be inferred or otherwise understood. You shall ensure full confidentiality of Proprietary and Confidential Information at all times during or after cessation of your employment. You shall also ensure that upon the termination of this Appointment Letter or at the request of Company at any time, you promptly return to the Company, all tangible forms of the Proprietary and Confidential Information, including any and all copies and partial copies thereof, whether machine readable or otherwise.
- (ii) You acknowledge and agree that damages suffered by Company or any of its holding company(ies), subsidiaries, affiliates and / or customers, shall be difficult to ascertain and inadequate to completely compensate or remedy the damages suffered, in the event of breach of any of the contents of this Appointment Letter by you, and you agree that the Company either for itself or for its holding company(ies), subsidiaries, affiliates and / or customers shall be free to seek any remedy under law including any temporary or permanent injunction and / or specific performance in order to protect its rights hereunder, without limiting any other rights and remedies that Company may have.
- (iii) You agree that as a part of maintaining its employment records and for operational reasons, the Company shall store personal information pertaining to you, in its database and you shall have no objection to such storage.
- (iv) Work product, if any created during your employment under this Appointment Letter, and other materials developed or prepared by you in relation to and pursuant to this Appointment Letter, shall be the sole and exclusive property of the Company.

11. Particulars of Employee

- (i) Your appointment is based on the information furnished by you to the Company and subject to background checks conducted by the Company. If any discrepancies are found in the information or documents furnished by you to the Company in connection with your appointment, the Company shall have the right to immediately terminate your employment.
- (ii) You shall at the time of entering into this Appointment Letter and during the course of your employment with the Company, keep the Company informed of any litigation and/or court

proceedings and/or other matters that you may be involved in, where such involvement may have an adverse impact on your performance.

- (iii) You shall keep the Company informed of your latest postal address, email address and other contact details at all times and shall inform the Company in writing of any changes. Any communication sent to you by the Company on your last known address shall be deemed to have been duly served on you.

12. Exclusivity

During the period of your appointment with the Company, you shall work exclusively and on a full-time basis for the Company and shall not be employed and/or engaged and/or associated with any other entity or individual, whether full-time or part-time, either for remuneration or on an honorary basis, without the prior written consent of the Company.

13. Non Solicitation

- (i) You shall not at any time during your employment with the Company or thereafter, solicit the Company's and/ or any of its subsidiaries' and / or affiliates' personnel to (a) leave such employment or engagement; or (b) apply for employment with any third party; or (iii) encourage such personnel of the Company to take any action or inaction that may impact the ability of the Company to carry out its normal business activities.
- (ii) You further agree that during your employment and for a period of one (1) year after cessation of your employment with the Company, you shall not engage in soliciting business that is in any way similar, identical or competitive with the business, activities or services of the Company, or with those customers of the Company with whom you would have had any contact.

14. Term, Termination and Suspension

(i) Term

You shall continue to be employed by the Company until such time that your employment is terminated in accordance with the terms of this Appointment Letter.

(ii) Termination for Cause by the Company

Notwithstanding anything to the contrary herein, the Company may terminate your employment by issuing you a notice in writing, with immediate effect, without any resultant liability towards you, upon the occurrence of any one or more of the following:

(a) Breach

If you commit a breach of any of the provisions of this Appointment Letter and/or other duly executed agreement between you and the Company and/or rules and/or guidelines of hotels and/or guest houses or such other places where you would be required to be present as a part of your duties.

(b) Incompetence, Negligence or Unsatisfactory Work Conduct

If in the opinion of the Company (A) you are found incompetent or negligent in the performance of your duties and/or (B) your conduct is unprofessional towards the Company's employees, customers or service providers and/or (C) you commit any act

or omission that is detrimental to the reputation and /or business interests of the Company and/or (D) your conduct is in violation of the Company Policies.

(c) *Illegal Activity*

If you have violated any applicable law or directions of any governmental authority, including but not limited to any requirements of the Directorate General of Civil Aviation (DGCA), or you are charged or prosecuted for any offence and/ or if a serious allegation has been leveled against you and/or if any criminal investigation or proceedings are initiated against you.

(d) *Failure to Retain Licenses or Permits*

If you fail to obtain or retain any permits, licenses or approvals which are required for you to perform your duties pursuant to this Appointment Letter.

(e) *Failure to successfully complete trainings assigned by the Company*

If you fail to attend, undergo, clear or successfully complete any trainings and/or internal assessments assigned to you, to the satisfaction of the Company.

(f) *Alcohol or Substance Abuse*

If you are found to have consumed alcohol and/or consumed or in possession of any prohibited substances during duty or within prescribed timeframes prior to a duty period in contravention of policies or requirements of the DGCA and/or the Company and/or any applicable rules of any relevant aviation supervisory and/or regulatory authority.

(g) *Failure to Undergo Preventive Treatment*

If you failed to undergo any inoculation, vaccination, medical tests or other preventive treatment or medical investigation directed to be taken by the Company, and as a result becomes sick or unable to properly perform his/her duties.

(h) *Long-Term Disability*

If you are unable to perform the duties as required by the Company from time to time for a single period, or combination of periods, exceeding the number of sick leaves that you are entitled to under your employment, due to a medical condition.

(i) *Qualification from an unrecognized board and/or university*

If it comes to the knowledge of the Company that the board and/or university through which you have completed any of the qualifications stated by you at the time of seeking an employment with the Company, is not a recognized board and/or university, as per the Company.

(iii) *Termination without Cause by the Company*

Subject to Clause 3 of this Appointment Letter, the Company shall have the right to terminate your employment without cause by serving you with a prior written notice of **one [1]** month or payment in lieu thereof.

For avoidance of doubt it is hereby clarified that your employment shall also stand terminated on the occurrence of your death and the termination shall be effective on the date of death.

(iv) Termination by the Employee

- (a) Should you desire to resign from the services of the Company, you shall be required to serve the Company with a prior written notice of at least **one (1)** month. In such case, the Company shall have the sole discretion to determine whether you shall be required to serve the entire notice period or shall be relieved earlier from your employment, without any obligation on the Company to make a payment to you. If the waiver or curtailment of such notice period is requested by you, the Company shall have the right to determine whether such notice period shall be curtailed and in such case, you shall be required to make a payment to the Company in lieu of the remainder of the said notice period.
- (b) In the event you move to a different role within the Company pursuant to an internal job posting, or a transfer, or on attaining seniority, or on account of a change of role within the same department, the notice period required to be served by you may be reviewed and changed at the sole discretion of the Company on the basis of your new role and responsibility.
- (c) During any such notice period, you shall make yourself available during all office hours.

(v) Suspension of Duty in Lieu of Termination for Cause

Notwithstanding anything to the contrary contained in this Appointment Letter, upon the occurrence of any of the grounds mentioned in Clause 14(ii) of this Appointment Letter, the Company may, at its sole discretion, decide to suspend you from the services of the Company, on such terms as may be determined by the Company.

(vi) Full and Final Settlement

Subject to any deductions to be made by the Company on account of any losses attributable to you and your obtaining successful clearances from all relevant departments, the full and final settlement of any outstanding and undisputed amounts due to you shall be completed by the Company after the date of cessation of your employment with the Company or upon the expiry of any applicable notice period, whichever is later.

15. **Medical Fitness**

Your employment with the Company is subject to you being found medically fit to carry out the roles and responsibilities assigned to you by the Company.

16. **Governing Law Jurisdiction**

This Appointment Letter shall be governed by the laws of India and any dispute arising pursuant to this Appointment Letter shall be subject to the exclusive jurisdiction of the courts at New Delhi.

17. **Severability**

It may be noted that in the event any one or more provisions of this Appointment Letter shall for any reason be held to be invalid, void or unenforceable by any court or governmental agency, the remaining provisions of this Appointment Letter shall remain in full force and effect and the invalid, unenforceable provision shall survive to the extent not so held.

You are requested to sign and return a copy of this Appointment Letter to the Company as a token of your acceptance of the above terms and conditions.

Yours faithfully,

For and behalf of,
InterGlobe Aviation Limited



Joydeep Ghosh
Director - Human Resources

Agreed and Accepted

I have carefully reviewed and considered the aforesaid contents including the terms and conditions contained herein and have fully understood, acknowledge and agree with the same. I have signed this Appointment Letter on my own free will, without any force, coercion or undue influence by any person.

Rathla Venkatesh :
Date:

Annexure A: Total Rewards Statement

Name: Rathla Venkatesh

Designation: Officer - AO&CS

Band: A

Department: Airport Operations & Customer Services

Compensation w.e.f January 02, 2024

	S.NO	COMPONENTS OF COMPENSATION	Monthly	Annual	FREQUENCY OF PAYMENTS	DESCRIPTIONS (IF ANY)
Basic & Allowances (A)	A1	Basic	5,833	69,996	Monthly	Basic Salary is calculated as 35% of the CTC
	A2	House Rent Allowance (HRA)	2,917	35,004		HRA is calculated as 50% of Basic
	A3	Special Allowance	4,705	56,460		For employees at the airport who wear a uniform, an amount of INR 1500 per month will be reflected as Uniform Allowance (Tax exempt as per current tax laws) in their pay-slip and rest of it will be paid as Special Allowance.
Retirals* (B)	B1	Provident Fund (Company Contribution)	1,265	15,180	Monthly	As per the Provident Fund act
	B2	Gratuity	281	3,372		Payable on separation post completion of 5 years of continuous service as per "The Payment of Gratuity Act"
A + B	Q	Total Fixed	15,001	1,80,012	Monthly	
Variable Pay / Bonus / PLI (C)	C1	Monthly Bonus	833	9,996	Monthly	This bonus will be paid as monthly bonus and may be linked to performance parameters at a later stage.
	C2	Annual Bonus	833	9,996	Annual	Annual Bonus is an annual variable pay and paid to eligible employees who are on company rolls and not serving notice at the time of payout (after annual results in May/June)
Other benefit (D)	D1	Transport Allowance	7,500	90,000	Monthly	This allowance is payable as per the Transport Allowance Policy for the respective locations and to the employees not availing company provided shared transport.
(Q + C + D)	R	Cost to Company (CTC)	24,167	2,90,000		All increments / Salary changes calculations will be basis CTC
Health & Insurance Benefits (E)	E1	Medi-claim Insurance		4,740	Annual	This is an average insurance premium amount contributed by the company for a coverage amount of INR 2,00,000, for employee and family members (spouse & kids). If the employee chooses to cover his/her parents or take a top-up, the additional premium shall be borne by the employee.
	E2	Life Insurance		1,450		This is an average insurance premium amount contributed by the company at this band.
Role Based Benefits (F)	F1	Efficiency Bonus		24,000	Quarterly	This allowance shall be paid as per the Policy.
(R + E + F)	S	Total Rewards		3,20,190		

***National Pension Scheme (NPS) :** It is a voluntary, defined contribution retirement savings scheme. Incase an employee opts for NPS, upto 10% of basic will be deposited and adjusted from the Special Allowance

****Night Shift Allowance:** For rostered employees working at the airport, if he/ she is rostered for a night shift and is working accordingly, he / she will be entitled for a night shift allowance as per the Night Shift Allowance Policy.

ANNEXURE 'B'**JOB DESCRIPTION****Officer - AO&CS in the role of Cabin Appearance**

- The position is responsible for cabin grooming of the base as well as transit flights.
- It would require a coordination with the internal departments and out sourced cleaning Agency.
- The cabin grooming tasks to be carried out by personal supervision.
- To ensure that the cabin grooming is maintained as per IndiGo standards.
- To ensure that the Agency responsible to carry out the cabin grooming adheres to company SOPs.
- To keep, maintain, update the records of activities/attendance of the outsourced agency.
- All reports related to cabin grooming are maintained and sent to the reporting manager and all concerned.
- To ensure on time completion of the job.

"Be aware of and comply with his/her safety responsibilities and accountabilities as laid down in Indigo SMS Manual, Chapter Safety Policies and Objectives".