

March 12, 2020

Farid Kharadi Cusrow Baug, School Bldg, Flat No. 3, S. B. Road, Causeway, Colaba, Mumbai, Maharashtra - 400001

Dear Farid.

Further to the discussions, we are pleased to appoint you to the position of **Line Captain** as per the terms and conditions which is attached.

You are requested to sign and return the duplicate copy of the appointment letter within 3 days of receipt as a token of your acceptance of the terms of appointment, including the Terms & Conditions of Service and the provisions contained in the Tata Code of Conduct.

Your joining is subject to the following conditions:

- 1. Submission of all documents as per the list shared separately before your date of joining.
- 2. On receipt of satisfactory Employment References, Background Verification and Medical fitness.
- 3. Validity of Licenses for minimum three (03) months from the date of joining.

We look forward to your coming on board.

Sincerely yours,

For TATA SIA Airlines Limited

Deepa Chadha

SVP - HR and Corporate Affairs



TERMS AND CONDITIONS

1. Place of Employment and Timing

- 1.1 Your initial place of work will be at the **Delhi Ops**. However, your services are transferable, and may be assigned, after reasonable notice, to any location in India or abroad where the Company or its affiliates conducts business. The duties to be performed by you hereunder shall be performed in such locations as are reasonably necessary or appropriate to carry out your duties hereunder, subject to reasonable travel requirements on behalf of the Company from time to time. You can also be deputed to any of the companies mentioned above. The tenure and terms and conditions of such deputation will be determined solely by the Company at its discretion and communicated to you.
- 1.2 You will be expected to attend the office except when traveling on business during the working hours/shifts as may be decided by the Company.
- 1.3 Your appointment is subject to your being certified medically fit by a practitioner recommended by us, and the receipt of satisfactory references.

2. Compensation and Benefits

- 2.1 For the services to be rendered pursuant to this letter, the Company shall pay you an annual compensation. Details of the compensation & breakup of allowances / reimbursements as applicable to you are detailed in **Annexure I.**
- 2.2 You will be provided with a Medical Insurance Coverage. You will also be covered under the Group Personal Accident Insurance, while on Company business in due course.
- 2.3 Based on your performance during the year, you will be entitled to a performance pay which will be included in the cost to company, the payout for which will be dependent on parameters that the Company will determine from time to time.
- 2.4 Retirement Benefits of the Company, namely, Provident Fund and Gratuity, will be in accordance with the laws of the country, and/or, as per company policy.
- 2.5 Your compensation shall be renewed on the basis of merit and will be at the sole discretion of the company.

3 Reimbursement of Expenses

The Company will reimburse you for reasonable travel, entertainment and other business expenses incurred in connection with the performance of your duties hereunder, in accordance with the policy of the Company with respect thereto. All payments/compensation benefits under this letter shall be subject to all the applicable withholding of central, state and local taxes



4 <u>Vacations</u>

You shall be entitled to **39 days of annual leave / holiday & 7 days of sick leave** as per company, to be taken by agreement with the Company with full pay. Accumulation of the leave will be as per company policy.

5 Term & Probation.

The Employment period shall commence on or before **March 12**, **2020**. You will be on probation for a period upto1 (one) year from the date of your joining the company. Subject to your successful completion, of conversion training and PPC (Pilot Proficiency Checks), and your service during the period of probation, you will be confirmed in your position in writing. Until so confirmed in writing, you shall continue to be on probation.

- (b) Subject to Clause 5 (c) below, your appointment is terminable by either side and shall be subject to you serving a notice period six months or such other notice period as prescribed under applicable law (whichever is longer). Provided that the Company shall have the absolute and sole discretion to relieve you at any time prior to expiry of the notice period on such terms as may be decided by the Company in its sole and absolute discretion.
 - (c) The Company shall be entitled to terminate your services without any notice or salary in lieu on the happening of any of the following events:
- In the reasonable judgment of the Company, any material breach of the terms of the employment by you;
- ii. In the reasonable judgment of the Company, any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refusal to abide by the orders of superiors or refusal to comply with lawful directives of the Company or the Company's policies and procedures;
- Any willful dishonesty, fraud, or misconduct by you with respect to the business or affairs of the Company, that in the reasonable judgment of the Company may materially and adversely affects the operations or reputation of the Company;
- iv. Your conviction in any crime involving moral turpitude;
- v. Your abuse of alcohol or drugs (legal or illegal) that, in the Company's reasonable judgment, materially impairs your ability to perform your duties.
- vi. Consumption of any drinks containing alcohol or smoking at any time in a public place or consumption of any drinks in a bar whilst wearing TATA SIA Airline's uniform including insignia or rank markings
- vii. If you remain absent from work without authorization or reasonable explanation, for more than seven consecutive days, it will be presumed that you are no longer interested in working for the company and have abandoned its services.