



**May 08, 2017**

**Ms. Priyanka Paul**  
**5/3, Ghosh Para Lane, Howrah,**  
**Municipal Corporation, Malipanchghara - 711106**

### **APPOINTMENT LETTER**

This Appointment Letter (hereinafter referred to as the "**Appointment Letter**") is made on this **8th Day of May 2017** at **Gurgaon**.

### **BETWEEN**

**Ms. Priyanka Paul** an employee of InterGlobe Aviation Limited (hereinafter called the "Employee" of the one part); and

**InterGlobe Aviation Limited**, a company duly incorporated under the provisions of the Companies Act, 1956 having its registered office at Ground Floor, Central Wing, Thapar House, 124, Janpath, New Delhi 110001, India (hereinafter referred to as the "**Company**" or "**IndiGo**", which expression shall include its successors and assigns) of the other part.

### **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. **Appointment:** The Company is pleased to appoint Employee as **Customer Service Officer, (Band A)** with effect from **July 06, 2017**. Employee will report to the **Airport Manager - Kolkata** and/or such other person as may be notified, from time to time, in writing to Employee by the Company. Employee's appointment is subject to Employee being found medically fit and a satisfactory verification of Employee's qualification and references.
2. **Compensation:** Employee's annual cost to the Company shall be **INR 1,80,000/- (Rupees One Lac Eighty Thousand Only)** detailed in **Annexure 'A'** hereto. The other benefits such as leave entitlements shall be as per statutory and regulatory requirements and Company policies, as may be applicable to Employee and the Company from time to time. Employee shall adhere to the leave policy as framed by the Company and as amended from time to time. The payments made to Employee by the Company shall be subject to withholding of taxes as applicable under the laws of India. Further, Employee shall be liable for any income tax and all other applicable taxes arising out of payments received by Employee by way of remuneration as stated in this clause.

It is hereby clarified that as per the provisions of the Income Tax Act, 1961, (as amended from time to time), it shall be the Employee's obligation to furnish a copy of his/her Indian Permanent Account Number ("PAN") Card issued by the Income Tax Department of India, to the Company in order to enable the Company to release payments to be made to him/her hereunder.

The Employee hereby agrees, acknowledges and undertakes that the submission of his/her correct and valid PAN card details is a pre-condition for the release of advance and/or accruing payments and/or other emoluments as applicable hereunder, failing which the Company shall have the right to deduct withholding tax at the rates as applicable under the Income Tax Act, 1961 (as amended from time to time).

It is further clarified that the Employee shall be solely responsible for the authenticity and validity of the PAN card details furnished to the Company and shall at all times keep the Company indemnified in this regard.

3. **Probation & Confirmation:** From the date of appointment, Employee shall undergo six months of probation in the Company, which may be extended if so deemed necessary by the Company for such further period as it deems fit. If Employee successfully completes the probation period, either initial or extended as the case may be, the Company may in its sole discretion confirm Employee's employment. Employee will be deemed to be on probation till Employee receives a letter of confirmation in writing from the Company. During the probation period either party can terminate the contract of employment with thirty days prior written notice without assigning any reasons therefore.

4. **Notice Period:** On confirmation, the Employee's appointment with the Company will be subject to termination by the Company with payment in lieu thereof as specified in Annexure A. Should Employee desire to resign from the Company, Employee shall provide the Company with one (1) month's prior written notice of such resignation. If Employee desires to resign from the Company, Employee shall, make him/herself available during all office hours, for such period from the date of tendering his/her resignation, as may be required by the Company at its discretion in order to ensure a smooth transition. In the event the Employee decides to resign from the services of the Company, it shall always be the discretion of the Company whether he/she shall be required to serve the entire notice period or be allowed an early relieving subject to making a payment in lieu of the notice period so not served by the Employee. The full and final process shall be initiated by the Company only once the Employee has served the notice period.

5. **Retirement:** Employee shall retire upon attaining such retirement age as may be determined by the Company as per its policies from time to time or as proposed from time to time. In and upon such retirement, Employee shall cease to be an employee of the Company. The Company may, however, at its sole discretion, elect to extend the term of Employee's employment for such further period as it deems fit.

6. **Location/Domicile:** Employee will initially be posted in **Kolkata**. However, the Company may, at any time, at its sole discretion, transfer/second and/or depute Employee from one place to another anywhere in India or abroad and/or from one department to another and/or from one division to another and / or to any of its affiliates, associates, subsidiaries, group companies or Clients or other concern in which the Company may be having any interest whether existing or which may be set up in future.

7. **Company Policies:** During the course of Employee's employment with the Company, Employee shall be required to keep him/herself informed, updated and compliant with all of the published policies and procedures of the Company in force and as may be amended from time to time and as applicable to Employee, which shall be considered to be a part of Employee's Appointment Letter and terms of employment. The Company shall not be responsible for any damage/loss of any nature whatsoever accruing to Employee, owing to Employee not being aware of and/or updated with any such Company policies and amendments thereto.

8. **Role & Responsibilities:** Employee's job description, roles and responsibilities are annexed hereto as **Annexure `B`** to this Appointment Letter. However, in addition to Employee's usual duties, Employee may be required to discharge and perform any responsibility or work that may be entrusted and assigned to him/her by the Company. During the course of Employee's employment with the Company, the

Company shall be entitled to change Employee's designation and / or reporting structure. Employee will also be responsible for the effective functioning of the staff or employees, if any, under his/her supervision.

9. **Confidentiality:** Employee will maintain strict confidentiality as regards all matters concerning the Company and will not divulge any information regarding the Company to any third party, without the prior written consent of the Company. In addition to the provisions of this clause, Employee's confidentiality obligations towards the Company shall be governed by the terms and conditions of the Confidentiality and Non-Disclosure Agreement, attached hereto as **Annexure 'C'**, which shall be considered as an integral part of this Appointment Letter. In the event of any conflict in respect of any confidentiality related provisions between the contents of this Appointment Letter and the Confidentiality and Non-Disclosure Agreement, the provisions of the Confidentiality and Non-Disclosure Agreement shall take precedence.

10. **Veracity of Particulars Submitted:** It is understood that this employment is being offered to Employee on the basis of the particulars submitted by Employee in his/her application for employment. However, if at any time it should emerge that the particulars furnished by Employee as a part of the joining formalities are false, incorrect or inaccurate, or if any material or relevant information has been suppressed or concealed, this appointment would be considered ineffective and irregular and would be liable to be terminated for cause by the Company forthwith without notice. This will be without prejudice to the right of the Company to take disciplinary action against Employee for the same.

It shall be the responsibility of the Employee to apprise the Company of any litigation, court proceedings and other matters that he/she is involved in, where such involvement may have an adverse impact on the terms and conditions and/or the performance of the Employee's functions under this Appointment Letter before the commencement of his / her employment and/or while in employment with the Company.

11. **Exclusivity:** During the period of Employee's employment with the Company Employee shall work exclusively for the Company and shall not secure any other job, either for remuneration or on honorary basis, without the prior written consent of the Company.

12. **Non Solicitation:** Employee shall not at any time during the term of his/her employment with the Company or thereafter, under any circumstances, directly or indirectly solicit the Company's and/ or any of its subsidiaries' and / or affiliates' personnel to leave the employment of the Company and/ or any of its subsidiaries and / or affiliates or apply for employment with any third party or encourage such personnel of the Company to take any action or inaction that may adversely impact the performance by the Company of its obligations under this Letter and / or any other contract or adversely impact the ability of the Company to carry out its normal business activities. Employee further agrees that he/she shall not engage in soliciting business or allied business that is in any way similar, identical or competitive with the business, activities, services of the Company, or with those customers of the Company with whom Employee had any contact during his/her employment with the Company and for a period of one year after his/her employment ceases with the Company.

13. **Personal Particulars:** Employee shall keep the Company informed of his/her latest postal address and other contact details at all times and intimate in writing in case of change of such address or contact details. Any communication sent to Employee by the Company on Employee's last known address shall be deemed to have been duly served notwithstanding the fact that he/she may have changed his/her address.

14. **Training:** During the course of Employee's employment with the Company, Employee may be required to undergo specialized training(s) / skill and / or knowledge enhancement / developmental program to enable him/her to effectively discharge his/her 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 Employee and the Company. Such agreement shall primarily intend to offset the expenses incurred by the Company towards Employee's specialized training / skill and / or knowledge enhancement. In the event that such an agreement is executed between Employee and the

Company, Employee 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.

15. **Term and Termination**

- a. **Term:** This Appointment Letter between the Company and Employee shall continue in full force and effect unless and until it expires or is terminated in accordance with the terms herein.
- b. **Termination For Cause:** Notwithstanding anything to the contrary herein, the Company may terminate this Appointment Letter with respect to an individual Employee without the obligation of any notice period, upon the occurrence of any of the following:
  - i. **Material Breach:** If the Employee commits a material breach of any of the obligations of the Appointment Letter, the Confidentiality and Non-Disclosure Agreement, the Goodwill / Commitment Agreement, or other duly executed agreement between the Employee and the Company.
  - ii. **Incompetence or Negligence:** If the Employee is duly investigated and found guilty of incompetence or negligence in the performance of his / her duties.
  - iii. **Unsatisfactory Work Conduct:** If the Employee is duly investigated and found to have exhibited work conduct that is not found satisfactory by the Company, including insubordination, dishonesty, insobriety, theft, intimidation, sexual harassment, ethical infractions, committing acts or omissions which are detrimental to the reputation and /or business interests of the Company, or other behaviors identified and prohibited in Company policies.
  - iv. **Alcohol or Substance Abuse:** If the Employee consumes alcohol or other prohibited substances during duty or within proscribed timeframes prior to a duty period in contravention to policies established by the Company and / or any applicable rules established by the DGCA, and / or any applicable rules of any relevant aviation supervisory and / or regulatory authority, as may be amended from time to time.
  - v. **Failure to Undergo Preventive Treatment:** If the Employee refuses or fails to undergo any inoculation, vaccination, or other preventive treatment directed to be taken by the Company, and as a result becomes sick, disabled or unable to properly perform his / her duties without becoming a nuisance or menace to other colleagues or others working.
  - vi. **Illegal Activity:** If the Employee is found guilty of violating any law or applicable rule or regulation, including but not limited to directions of the DGCA, with respect to the performance of his / her duties, or is convicted of a felony or of a criminal offense involving moral turpitude;
  - vii. **Failure to Retain Licenses or Permits:** If the Employee fails to obtain or retain any of the permits, licenses or approvals which are required for him / her to perform his / her duties in the service of the Company.
  - viii. **Lack of Dependability:** If an Employee who has been duly notified that he / she shall be monitored under the Company's Dependability Control Program and, under the terms of that Program then applicable, is deemed to be undependable.

- ix. **Solicitation:** If the Employee directly or indirectly violates the provision of Paragraph 12, "Non-Solicitation", above.
- x. **Unprofessional Interaction with Customers:** If the Employee is duly investigated and found guilty of in unprofessional interaction with the Company's customers while on duty.
- xi. **Veracity of Particulars Submitted:** If the Employee violates the provisions of Paragraph 10, "Veracity of Particulars Submitted", above.
- c. **Termination by the Company for Other Reasons:** The Company may, in its sole discretion and business judgment, terminate an Employee's employment under this Appointment Letter at any time. Any such termination would be subject to any and all applicable provisions concerning notice period, retirement, or other provisions (for example, training expenses) agreed to herein or in other agreements between Employee and the Company.
- d. **Termination by the Employee:** An Employee who desires to resign from the service of the Company must comply with the provisions of Paragraph 4 "Notice Period" above, and with any other provisions agreed to herein or in other agreements between Employee and the Company (for example, training expenses, confidentiality and non-disclosure, etc.).

For avoidance of doubt it is hereby clarified that the employment of the Employee shall also stand terminated on the occurrence of any of the following:

- i. **Death:** If the Employee dies during the pendency of his employment with the Company, termination shall be effective on the date of death; or
- ii. **Long-Term Disability:** If the Employee is unable to perform the duties as required by the Company from time to time for a single period, or combination of periods, due to a long-term medical condition.

16. **Suspension of Duty in Lieu of Termination For Cause:** Notwithstanding anything to the contrary contained herein, the Company may, at its sole discretion, determine that an Employee who has qualified for termination under the terms of the "Termination For Cause" Section above may instead be suspended from duty, either with pay or without pay, and with benefits or without benefits, as the Company shall determine.

17. **Jurisdiction:** Any dispute of whatsoever nature between Employee and the Company shall be subject to the exclusive jurisdiction of courts of Delhi only, whether they be civil courts, labour courts, industrial tribunals or any other courts or authority of whatsoever nature.

18. **Medical Fitness:** Employee's appointment and its continuation is subject to Employee being medically fit and capable of performing his/her duties as assigned by the Company. The Company reserves its right to ask Employee to undergo appropriate medical examination(s), as and when the Company deems it necessary, by a medical professional designated by the Company.


19. **Amendment:** Any amendment or modification to this Appointment Letter shall be made in writing and signed by both parties.

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

Kindly sign and return a copy of this letter to the under-signed as a token of Employee's acceptance of the above terms.

IndiGo wishes you every success in this assignment!

Yours faithfully,  
For and behalf of,  
**InterGlobe Aviation Limited**



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**ASHISH BANGA**  
**DIRECTOR – HR (AOCS, Cargo & Engineering)**

cc: Personal file

**Agreed and Accepted by Employee**

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 hereby accept the terms and conditions stated hereinabove.

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**Priyanka Paul**  
Dated:

**Annexure A: Total Rewards Statement****Name: Priyanka Paul****Designation: Customer Service Officer****Band: A****Department: Airport Operations & Customer Services**

COMPENSATION w.e.f July 06, 2017						
	S.NO	COMPONENTS OF COMPENSATION	Monthly	Annual	FREQUENCY OF PAYMENTS	DESCRIPTIONS (IF ANY)
<b>Basic &amp; Allowances (A)</b>	A1	Basic	5,250	63,000	Monthly	Basic Salary is calculated as 35% of the CTC
	A2	House Rent Allowance (HRA)	3,150	37,800		HRA is calculated as 60% of Basic
	A3	Conveyance Allowance	1,600	19,200		Rs 1,600 per month is tax free as per current Income Tax laws
	A4	Special Allowance	1,367	16,404		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.
<b>Reimb/Allow (B)</b>	B	Medical Reimbursement	1,250	15,000		Reimbursed against submission of actual bills. (maximum up to 15,000 per annum). This can also be converted from reimbursement to an allowance and will be subject to taxation.
<b>Retirals* (C)</b>	C1	Provident Fund (Company Contribution)	630	7,560	Monthly	The Company contributes an amount equal to 12% of the Basic in accordance with the Provident Funds and Misc. Act, 1952. The percentage is subject to change as per the laws of the country.
	C2	Gratuity	253	3,036		Payable on separation post completion of 5 years of continuous service as per "The Payment of Gratuity Act"
<b>A + B + C</b>	<b>Q</b>	<b>Total Fixed</b>	<b>13,500</b>	<b>1,62,000</b>	Monthly	
<b>Variable / Incentive/ Bonus*** (D)</b>	D1	Monthly Bonus	750	9,000	Monthly	This bonus will be paid as monthly bonus and may be linked to AOCS/ Cargo parameters at a later stage. This is calculated as 5% of CTC
	D2	Annual Bonus	750	9,000	Annual	Bonus is an Annual variable pay and is paid as 5% of the CTC
<b>(Q+D)</b>	<b>R</b>	<b>Cost to Company (CTC)</b>	<b>15,000</b>	<b>1,80,000</b>		All increments / Salary changes calculations will be basis CTC
<b>Other Benefits (E)**</b>	E1	Transport Allowance	6,500	78,000	Monthly	Employees working at airport locations are paid transport allowance applicable as per Airport Locations Transport Policy (Rs.6,500 pm for Metro Location / Rs.5,000 pm for Non Metro Location). However, employees opting for shared company provided transport will not be receiving this amount.
	E2	Efficiency Bonus		24,000	Quarterly	Paid out in the month(s) of Jul / Oct/ Jan / Apr to employees who have not taken an SL / CL in the consecutive three months block period (s) and have a minimum SL / CL balance as per the Efficiency Bonus Policy
<b>Insurance Benefit (F)</b>	F1	Medi-claim Insurance		2,600	Annual	This is an average insurance premium amount contributed by the company for this band for employee and family members (spouse & kids). If the employee wants to cover his/her parents, the cost of the premium will be borne by the employee.
	F2	Life Insurance		2,200	Annual	This is an average insurance premium amount contributed by the company at this band.
<b>(R+E+F)</b>	<b>S</b>	<b>Total of Emoluments</b>		<b>2,86,800</b>		

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

**\*\*Night Shift Allowance:** For 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.

**\*\*\*Annual Bonus / PLI :** An employee who is not employed by the Company as of March 31st of the concerned financial year may not be eligible for such payment. The amount shall be pro-rata for the number of days the employee worked in the organization in the prior fiscal year.

## **JOB DESCRIPTION**

### **Customer Service Officer**

#### **Job purpose:**

To carry out safe and secure on time operations in accordance with the ground operations manual and all applicable procedures.

#### **Key responsibilities and accountabilities:**

Assist customers through all procedures related to arrivals & departures in the following activities.

##### **Reservations & ticketing:**

- Making reservations across the counter
- Selling of tickets.
- Remitting cash to the concerned department.
- Answering customer queries over the telephone.

##### **Departures**

- Attend the pre – flight and post flight briefings.
- Setting up of check in counters.
- Screening of checked in baggage.
- Maintain high quality of Check in procedures.
- To assist customers with special requests.

##### **Arrivals**

- To assist customers with special requests.
- To assist customers with Mishandled / damaged baggage. Prepare all required reports for the same.
- Co-ordination with the baggage vendor for the damaged bags.
- Follow up with the en-route stations regarding lost baggage.

##### **Post flight departure**

- Filing of all necessary flight papers
- Any other responsibility assigned by the management from time to time

**“Be aware of and comply with his / her safety responsibilities and accountabilities as laid down in the IndiGo SMS Manual, Chapter Safety Policy and Objectives.”**



**May 08, 2017**

**Ms. Priyanka Paul**  
**5/3, Ghosh Para Lane, Howrah,**  
**Municipal Corporation, Malipanchghara - 711106**

**Dear Priyanka,**

**Subject: Confidentiality and Non-Disclosure Agreement.**

1. We refer to your appointment letter dated **May 08, 2017**. Please treat the contents of this Agreement as part of the said Appointment Letter, whereby the contents of this letter are incorporated into the said Appointment Letter. In the event of any conflict between the contents and effect of this Agreement and the Appointment Letter, the contents of this Agreement shall take precedence.

2. During your employment and association with **InterGlobe Aviation Limited**, you may be provided with or come in contact with or create certain Proprietary and Confidential Information. As used in this letter, 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 you, 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 in possession of the disclosing party, 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. Information shall not be deemed Proprietary and Confidential Information and you shall have no obligation with respect to any such information, if and only if you can prove by written records: (i) that it was already known to you, prior to receipt from the disclosing party, without any obligation to maintain confidentiality, from a source other than the disclosing party; (ii) is or hereafter becomes publicly known through no wrongful act, fault or negligence of you; (iii) is received by you without restriction and without breach of this letter, Appointment Letter or any other agreement, from a third party entitled to so disclose it; (iv) is approved for release by written authorization of the Company; (v) is independently developed by you without, either directly or indirectly, any access to, or knowledge of, such Proprietary and Confidential Information; or (vi) is required to be disclosed to comply with any order of a judicial and /or regulatory authority of competent jurisdiction or due to any requirement of legal and / or regulatory process, regulation, governmental order, decree, regulations or rules. If you are required to disclose any such Proprietary and Confidential Information in such a manner, you shall immediately notify the Company of such a requirement prior to such disclosure.

3. You shall use the Proprietary and Confidential Information received, at any time, solely in respect of your duties as part of your employment and association with Company. You shall not make any copies, in whole or in part, machine readable or otherwise, of the Proprietary and Confidential Information except for copies that need to be made strictly in respect of your duties as part of your employment and association with Company. You shall, at the request of Company at any time, promptly return to Company, all tangible forms of the Proprietary and Confidential Information, including any and all copies and partial copies thereof, whether machine readable or otherwise.
4. Except as may be expressly provided herein, you shall, at no time, whether during your employment or association with Company or after its termination or expiry, as the case may be, disclose any proprietary and Confidential Information in whole or in part to any third party.
5. Any and all Proprietary and Confidential Information shall, at all times, remain the property of the disclosing party. Upon termination or expiry of your employment or association with Company, whichever occurs first, you shall promptly return to Company, all tangible forms of the Proprietary and Confidential Information, including any and all copies and partial copies, whether machine readable or otherwise, or at the option of Company, shall destroy all tangible copies, intangible copies and partial copies whether machine stored, machine readable or otherwise and you shall provide Company with a written certification as to such destruction, in the form and manner acceptable to Company.
6. Nothing contained in this Letter or the Appointment Letter shall be construed as: (i) requiring the disclosing party to disclose to you any particular information; (ii) granting to any party a license, either express or implied, under any patent, copyright, trade secret or other intellectual property right or any other Proprietary and Confidential Information, now or hereafter owned, obtained or licensed by the disclosing party; (iii) creating warranties of any kind in connection with any particular information; (iv) constituting or implying any representation or commitment as to the development or availability of commercial products, features or services; or (v) soliciting any business or organization changes or incurring any obligations of any kind not specified herein.
7. You will not utilize any such Proprietary and Confidential Information to develop products or produce articles for your own or another's use, or to develop products or produce articles sold or offered for sale or otherwise transferred or offered for transfer to anyone, without the prior written consent of Company.
8. This letter shall be interpreted and the rights of both you and Company shall be determined in accordance with the laws of India.
9. You acknowledge that Company is a listed company and the Confidential Information received under this Agreement could also constitute "price-sensitive information" for the securities of the Company, and the possession of such information imposes statutory and regulatory obligations on how the information should be handled, and restrictions on trading in securities of the Company. You shall be responsible for compliance with applicable regulatory requirements in this regard and in relation to disclosure of any such information in a manner stipulated under this Agreement.
10. 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 letter or the Appointment Letter by you, and you agree that Company or any of 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 of this letter and/or the Appointment Letter in order to protect its rights hereunder, without limiting any other rights and remedies that Company or any of its holding company(ies), subsidiaries, affiliates and / or customers, may have.

11. The contents of this letter supersede any prior oral or written understandings with respect to the subject matter of Proprietary and Confidential Information between you and Company and constitutes the entire agreement between you and Company with respect to the subject matter of Proprietary and Confidential Information, and no modification, amendment or waiver thereof shall be effective unless in writing and signed by both Parties.

Yours faithfully,  
For and behalf of,  
**InterGlobe Aviation Limited**



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**ASHISH BANGA**  
**DIRECTOR – HR (AOCS, Cargo & Engineering)**

**Agreed and Accepted**

I have gone through the aforesaid contents including the terms and conditions contained herein and have fully understood, acknowledge and agree with the same. I hereby accept the terms and conditions stated hereinabove and agree to the same being incorporated as part of my Appointment Letter dated **May 08, 2017**.

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**Priyanka Paul**  
**Dated:**