

# SPECIAL TRAINING AGREEMENT

This Special Training Agreement ("Training Agreement") is entered into and is effective from this 5th day of July, 2018 ("Effective Date")

## BY AND BETWEEN

Mr. Siddhartha Vishwakarma, residing at Quarter No. - 44, 3rd Floor, Type - III, Multi Story Flats, Timarpur, Delhi - 110054 (hereinafter referred to as "Pilot") of the One Part.

#### AND

**INTERGLOBE AVIATION LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at Central Wing, Ground Floor, Thapar House, 124, Janpath, New Delhi – 110 001 (hereinafter referred to as the "**Company**", which expression shall, unless repugnant to the context hereof, mean and include its successors, nominees and assigns) of the Other Part.

As the context may require, the Company and Pilot may be referred to severally as "Party" and collectively as "Parties".

### WHEREAS:

- A. The Company is engaged in the business of operating scheduled air transport services by the name 'IndiGo' and requires duly trained pilots, cockpit- crew, flight trainers and instructors as part of its on-going business and operational requirements.
- B. The Pilot has been employed with the Company under the terms of the Employment Agreement dated July 05, 2018 ("Employment Agreement") between him/her and the Company, on the terms and conditions contained therein.
- C. The Pilot understands that in order to perform his/her duties under the Employment Agreement, the Pilot is required to undergo specialized training ("Special Training"), as may be arranged by the Company.
- D. The Pilot understands that the Special Training will involve considerable expenditure of the Company and will significantly enhance his/her skill set and standing in the industry.
- E. The Pilot has therefore requested the Company to bear the expenditure of the Special Training on his/her behalf which the Pilot will repay in accordance with the terms of this Training Agreement.
- F. Subject to the aforesaid conditions and only at the request of the Pilot, the Company has agreed to arrange for the Special Training and to bear the expenditure for the same for the Pilot on the terms and conditions mentioned below.

Jolhaulto

INTERGLOBE

InterGlobe Aviation Limited Registered Office: Centrol Wing, Ground Floor, Thopor House, 124 Janpoth, New Delhi–110 001, India, F 011-43513200, Email: corporate@goindiga.in Corporate Office: Level 1, Tower C, Global Business Park, M G Bood, Gurgaon–122 002, Harvana, India, T +91 124 435 2500, F +91 124 406 8536 goindiga.in City no.: L62100DL2004PLC129768 not create any hindrance in the Cheque's encashment by the Company. The Pilot hereby unequivocally and expressly agrees to allow the Company to insert the date on the Cheque before the Company encashes the Cheque.

- E. Subject to the non-occurrence of any of the conditions set out in Clause 1(B) above, upon expiration of the Minimum Term, the Company shall waive the Pilot's liability to repay the Amount and return the Cheque to the Pilot.
- F. Notwithstanding anything to the contrary, if the Pilot is not a Pilot in Good Standing (as such term is defined in the Employment Agreement) for any period during the term of this Training Agreement, then the duration for which the Pilot is not available for flying duties as a result of not being regarded as a Pilot in Good Standing shall be added to the unserved period of the Minimum Term and the Minimum Term shall be further extended to include such period of the Pilot not being available to fly.
- G. Without prejudice to the Company's rights as set forth in this Training Agreement, the Company shall at all times have the right to deduct any outstanding Amount from the compensation payable by the Company to the Pilot under the Employment Agreement.

## 2. TERM AND TERMINATION

This Training Agreement shall come into effect from the Effective Date and unless earlier terminated by the Company or extended by the Company in its sole discretion, shall be in full force and effect for the Minimum Term.

### 3. GENERAL

- A. The Parties mutually agree that upon execution of this Training Agreement, the terms and conditions set forth herein shall become an integral part of the Employment Agreement, effective as on the Effective Date.
- B. This Training Agreement, including the Employment Agreement of which it is a part, is the complete and entire agreement between the Parties with respect to the subject matter of this Training Agreement and supersedes all prior understandings and/ or agreements, oral or written, between the Parties. In the event of a conflict between the terms and conditions of this Training Agreement and those contained in the Employment Agreement, the terms and conditions of this Training Agreement shall prevail.
- C. This Training Agreement may be executed in two counterparts, each of which taken together shall constitute a single instrument.
- D. This Training Agreement and any amendments to it shall be governed and construed in accordance with the laws of India. The Company and the Pilot agree that any dispute of whatsoever nature between the Pilot and the Company shall be subject to the exclusive jurisdiction of the Courts of New Delhi only.
- E. In the event that any one or more provisions of this Training Agreement is held invalid, void or unenforceable by any court or governmental agency, the remaining provisions of this Training Agreement shall remain in full force and effect and this Training Agreement shall, if reasonable, be construed and performed as if such void, invalid, unenforceable or illegal provision had never been contained herein.

Alshanne.