

Offer Cum APPOINTMENT LETTER

Date: 7th Aug 2024

To,

Mr Shaik Mazhar,

GOA

Dear Mazhar ,

We are pleased to issue this offer cum appointment letter for the position of Executive OTA operations in '**TISYA STAYS Private Limited**' (hereinafter 'Company') and its brand names '**TISYA STAYS**'.

Your employment with the Company will be subject to your acceptance of this Offer cum Appointment Letter and the terms and conditions set forth hereinbelow. The offer of employment contained in this Offer cum Appointment Letter will expire if you have not accepted the same on or before 7 business days. Upon your acceptance of the offer herein, this Letter shall form the employment contract that is a valid and binding agreement of employment between Company and you, and you shall be bound by the terms and conditions stipulated herein below.

1. **Date of joining:** You shall commence the services of the Company on **7th Aug, 2024**.
2. **Duties:**
 - 2.1. You will be employed in the position of Executive OTA operation. Your manager will advise you about your job responsibilities after your joining with us. You will be expected to always do your job to the best of your ability as per the job responsibilities advised by your manager at the time of joining or as amended from time to time, as well as such other tasks as may be required by Company.
 - 2.2. You will be required to comply with Company's rules, regulations and policies from time to time in force, including, without limitation, those policies set out in Company's Policies and Procedures, as communicated to you. Company reserves the right to change Company's Policies and Procedures from time to time at its sole discretion and you shall be bound by the same.
 - 2.3. You acknowledge that during the course of your employment, as the business of Company changes, it may be necessary to rotate you in other departments / units. Company therefore reserves the right to change your role and responsibilities from time to time at its sole discretion and without assigning any reason, it being understood that you will not be assigned responsibilities which you cannot reasonably perform.
3. **Working days and hours:** You shall complete at least 48 hrs a week excluding break hours which can be completed in 6 days depending on nature of work and manager decision

4. **Place of Work:** Your initial base location will be Goa.

5. **Remuneration:**

5.1. Your total CTC will be **Rs. 15000/- per annum** made payable in accordance with Company's policy and subject to all lawful deductions of income tax, provident fund contribution (if any), insurance or otherwise. **(The compensation will be reviewed after 3 months post successful completion of your probation)**

5.2. Company has the right to deduct from your pay/salary any sums which you may owe to the Company, including without limitation, any over-payments or loans made to you by the Company or any demand raised by any judicial or quasi-judicial authority for your acts or omissions and / or losses suffered by Company as a result of your negligence or breach of the terms contained in this Offer cum Appointment Letter/Company's Policies/ Confidentiality and Non-competition Agreement, or your failure to return Company's property.

6. **Leave:** Company will grant you leave as provided in Company's Leave Policy. All leave scheduling and organization will be arranged to ensure smooth business operation; your manager's approval is required prior to your scheduling or changing any leave.

7. **Full Time Employee:** You are supposed to be a full-time employee and expected to devote all your time and attention to the interest of the company and not indulge in any activity, consultancy, advisory work or business while in service of the Company.

8. **Confidential Information:** During your employment, you will have access to highly confidential information of the Company. Even the work done by you for Company is highly confidential. You are required to execute a Confidentiality and Non-competition Agreement for protection of such confidential information. Your employment is, therefore, subject to and conditional upon you signing and returning the Confidentiality and Non-competition Agreement to the Company and complying with the terms thereof, at all times.

9. **Non-solicitation**

9.1. During your employment with the Company and for a period of 12 months from the date of termination thereof, you shall not solicit or cause or authorize, directly or indirectly, to be solicited for any competitive business, for or on behalf of any person or client/guest/customer, or otherwise take any action that might divert the business or patronage of any client/guest/customer from the Company, or otherwise damage or alienate the relationship

between the Company and any client/guest/customer, owners of the Villa with whom the Company is/was associated, vendor or supplier; and

9.2. During your employment with the Company and for a period of 12 months thereafter, you shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of, or directly or indirectly offer services in any form or manner to, yourself or any person or entity which is a competitor of the Company.

9.3. In the event of the termination of your services due to breach of this agreement, the non-compete provisions will be applicable for 2 years from the date of your termination.

10. Employee Data Protection: You authorize Company to collect, process and transfer all personal employee-related information obtained by Company for the purpose of proactively managing the employment relationship. You further authorize the transfer to, and storage of, your personal information in the Company employee database maintained by the Human Resources and selected management throughout the Company will be authorized to access this database.

11. Exclusivity of Services: During your employment, you will be required to devote your full time, attention and abilities to your job duties during working hours, and to act in the best interests of Company at all times. You shall not, without the written consent of Company, be in any way directly or indirectly engaged or concerned in any other business or undertaking.

12. Probation: You are required to be on probation for a period of 3 (three) months. This period of probation is liable to be extended as per discretion of the management. You will be deemed to be on probation until you are given a letter confirming your services in the company. You will be entitled to Paid leave post successful completion of probation period which would be allotted on a *pro-rata* basis. Your terms for notice-period while under probation period are mentioned under the termination clause hereunder.

13. Termination:

13.1. Your employment may be terminated by the Company for the reasons as stipulated under clause 14.4 hereunder by giving 1 (one) month's written notice or payment of 1 (one) month salary. Company holds the right to accept or deny payment in lieu of the said one month notice.

13.2. During the probation period, your services could be terminated by the Company by giving a seven-days' notice and without any prior notice /without assigning any reasons whatsoever. In the event if you wish to resign/discontinue while under probation period, you are required to tender 30 days' notice period to the Company.

13.3. After confirmation of your employment, in the event if you wish to tender resignation for any reason, the acceptance of your resignation shall be based on approval of your manager and the notice period for the same shall be based on your employment level i.e., for 60 days. In case you are not willing to serve notice period as above, you agree to buy back the notice period by compensating the Company by paying for number of days' notice not served by you to the Company.

13.4. Company reserves the right to terminate your employment forthwith "for cause" without advance notice and without payment of severance, in the event you:

- (i) have been found guilty of any misconduct or indiscipline after due enquiry by Company;
- (ii) have violated or are in breach of any of the terms of this Offer cum Appointment Letter or Company's Policies;
- (iii) have been grossly negligent, or have neglected your duties, or have underperformed your duties, or have performed your duties in a manner unacceptable to Company;
- (iv) have suppressed any information or submitted false information with the view to obtain employment in Company;
- (v) are convicted for any offence under any law for the time being in force in any jurisdiction;
- (vi) commit any act detrimental to the interest of Company;
- (vii) abstain from work for seven consecutive days without informing Company;
- (viii) are in breach of any of the terms contained in the Confidentiality and Non-competition Agreement.

13.5. On the termination of your employment for any reason whatsoever, you will return to Company, without delay, all assets belonging to Company, correspondence, records, specifications, models, notes, formulations, lists, papers, reports and other documents and all copies thereof and other property belonging to the Company or relating to its business affairs or dealing, including any Confidential Information and Intellectual Property Rights, which are in your possession or under your control. In the event, the Company has made any excess payment to you as part of your relieving formalities, whether or not such excess payment is termed "Full and Final Settlement", you shall be obligated and liable to repay such excess amount forthwith upon being notified by Company.

13.6. The Company reserves the right not to accept your resignation, if the circumstances so warrant, i.e. if the disciplinary actions are pending or contemplated.

13.7. In the event of termination or resignation from the Company in terms of clause 14 herein, the last month's salary due and payable to you will be included and paid in your full and final settlement of your terminal/final dues payable to you by the Company.

14. New Hire Background Investigation:

14.1. It is Company's policy to investigate all its new hires. Your employment is conditional upon the information contained in your application form and/or curriculum vitae being true and accurate, including (but not limited to) your educational and professional qualifications, the documents furnished by you being genuine, and upon reference checks to be conducted by Company being successfully completed.

14.2. You authorize Company to conduct such searches with government or enforcement authorities as are necessary to enable it to verify that you do not hold any criminal convictions.

14.3. In case you are waiting for the results of your examinations, and you are hired prior to the same, your continued employment with Company will be subject to passing the said examination and completing the course, failing which Company reserves the right to take action including termination of your employment without notice.

15. Employee Representation:

15.1. That there are no other agreements executed by you with third parties that conflict with the terms and conditions of your employment with Company or that restrict your ability to execute this Offer cum Appointment Letter / Confidentiality and Non-competition Agreement.

- 15.2. You hereby represent and warrant that the information furnished by you for the purpose of your employment with the Company is true and correct to the best of your information, knowledge and belief.
- 15.3. You will be fully responsible for any loss or destruction of any property of the Company that you will be using.
- 15.4. You will perform all acts and deeds which the Company may consider necessary to secure for it or its successors, or assignees, any or all rights relating to such creative concepts and its execution both in India and abroad.
16. **Notices:** All notices issued by you to the Company or by the Company to you shall be sent either by registered post, courier through a recognised courier service provider or by email transmission which shall be deemed to have been received the next working day provided the notice is also sent by registered post the next working day after email transmission.
17. **Other policies of Company:**
- 17.1. You undertake, confirm and agree to abide by all other policies of the Company viz., Travel, Food & Accommodation Policy, Work from home policy, Paternity Leave Policy, Maternity Leave Policy, Exit Policy, Prevention Of Sexual Harassment (PoSH) Policy, Holiday List 2021, Employee Referral Policy, Working Hours and Leave Policy, Asset Policy, Compensatory off Policy as if the same forms part and parcel of the present letter.
18. **Employer – Employee Relationship:** The relationship between the Company and you hereunder shall be solely that of an employer and employee and no modification of responsibility or compensation made hereinafter shall be construed so as to constitute the relationship of partners or joint ventures or so as to as to construe you as an independent contractor of the Company.
19. **Gifts / Borrowings:** You may not without prior written consent of the Company accept any gift and/or favour of whatever kind from any customer, client or supplier of the Company or any prospective customer, client or supplier of the Company or any third party whatsoever. In case if Company finds out it can lead to termination of the employee.
20. **Liability for Breach:** You acknowledge and accept that your breach of any of the terms contained in this Offer cum Appointment Letter or in Company's Policies as per clause 17 above, may cause the Company irreparable harm for which there is no adequate remedy at law, and therefore, the Company shall be entitled to the issuance by a court of competent jurisdiction of an order of injunction, restraining order, or other equitable relief in favour of itself, without the necessity of posting a bond, restraining you from committing or continuing to commit any such violation. Exercise or waiver by the Company of its rights to obtain an injunction, restraining order, or other equitable relief hereunder shall not be deemed a waiver of any right to assert any other remedy the Company may have at law or in equity. In any legal action or other proceeding by the Company against you in connection with this Offer cum Appointment Letter (e.g., for recovery of damages or other relief), the Company will be entitled to recover its reasonable attorneys' fees and other costs incurred.

- 21. Governing Law:** Any disputes which may arise under, out of, or in connection with your employment, shall be governed by and construed in accordance with the laws of India; and the Courts in Goa shall alone have exclusive jurisdiction to try and entertain such disputes to the exclusion of any other Courts situated elsewhere.
- 22. Agreement/Modifications:** The terms described in this Offer cum Appointment Letter and Company's Policies, Confidentiality and Non-competition Agreement will cumulatively constitute the terms of your employment, and shall supersede any previous discussions, offers or agreements relating to your employment, or to the subject matter hereof. Any additions to, deletions of, or modifications of these terms are valid and effective only if the same are carried out in writing and signed by you and an officer of Company.
- 23. Standard of Loyalty:** You will be expected to maintain a high standard of loyalty, efficiency, integrity and secrecy along with supervision and control for execution of the Company's policies and management decisions.
- 24. Change of Address:** You should inform the company of any change that has taken place in the particulars already furnished by you between the date of your filling the application and the date of your reporting for duty.
- 25. Arbitration:** Any and all dispute emanating here from shall be referred to an arbitral tribunal comprising of a sole arbitrator appointed by the Company. The venue of Arbitration shall be in Goa. The Arbitration shall be as per the provisions of the Arbitration & Conciliation Act 1996. The Arbitration proceedings shall be in English language. The arbitration Award shall be final and binding upon the Parties.
- 26. Agreement/Modifications:** The terms described in this Offer cum Appointment Letter and Company's Policies / Confidentiality and Non-competition Agreement will cumulatively constitute the terms of your employment, and shall supersede any previous discussions, offers or agreements relating to your employment, or to the subject matter hereof. Any additions to, deletions of, or modifications of these terms are valid and effective only if the same are carried out in writing and signed by you and an officer of the Company. It is clarified that delivery of the updated Policies and its links *via* email to you shall be deemed as your acceptance of the policies mentioned therein.

You undertake to be bound by any rules and regulations enforced by Company from time to time in relation to the conduct, discipline, medical leave and holidays or on any matters relating to service conditions which will be deemed as rules, regulations and order as a part of these terms of employment.

While welcoming you to our family, we wish you a long and happy career with us.

For, TISYA STAYS Pvt. Ltd.



Gagan Gambhir
(Founder and CEO)

UNDERTAKING CUM INDEMNITY:

I, Mazhar have received, read and understood the H.R. Policy and the Code of Conduct of TISYA STAYS, and agree to abide by the same in letter and spirit. In furtherance of my Offer cum Appointment Letter and in consideration of being appointed by the Company, I have also agreed to adhere to the following terms and conditions as mentioned herein below which shall form a part of my service conditions between me and the Company in respect of the performance of my duties during my tenure with the Company.

Further, I hereby agree to indemnify and keep indemnified the Company, Manager, Stake Holder, Director's against any and all claims, actions, damages, penalties, expenses, losses or liabilities arising from or out of the breach any representation, undertaking or covenant hereby made/agreed/undertaken by me being or turning out to be false, untrue, misleading, incorrect and/or breached, and also indemnify and keep indemnified the Company, Manager, Stake Holder, Directors in the event of any breach by me of any statute, rule, regulation, or Law both Central or State. The said indemnification obligation shall extend to all remote or consequential loss, damages or claims alleged to be or to have been or likely to be suffered by the Company and or all the Directors, Manager, Stake Holders, Secretary or other officers of the Company

Agreed and accepted



Name: Shaik Mazhar

DATE: 7-08-24