

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

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10-Dec-2021 07:03 PM

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ALLIANCE AIR AVIATION LIMITED PERSONNEL DEPARTMENT

Article 5 General Agreement

Not Applicable

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ALLIANCE AIR AVIATION LIMITED PERSONNEL DEPARTMENT

ALLIANCE AIR AVIATION LIMITED PERSONNEL DEPARTMENT

(One Hundred only)



Please write or type below this line IN-DL 522689831

FIXED TERM EMPLOYMENT AGREEMENT

This Fixed Term Employment Agreement (hereinafter referred to as "This Agreement") is entered into as of this 20th day of December' 2021, at New Delhi, by and between Alliance Air Aviation Itd, a company registered under the Companies Act, 1956, organized and existing under the laws of India and having its registered office at Alliance Bhawan, Domestic Terminal -1, IGI Airport, New Delhi -110037 hereinafter referred to as "The Company".

Statutory Alert:

The authenticity of this Stamp certificate should be verified at \www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
 The onus of checking the legitimacy is on the users of the certificate.

In case of any discrepancy please inform the Competent Authority.



Sh./Ms. Lakhya Jayoti Borah son/daughter of Mr. Dhamin Borah, R/O H No-207, Lohari Kachari Village, PO-Lohari, PS-Tinsukia, Assam- 786146 and Citizen of

India hereinafter referred to as "The Employee' Collectively referred to as 'Parties' and individually as 'Party'

WITNESSETH

WHEREAS, The Company agrees to employ the said Sh/Ms Lakhya Jayoti Borah as a Supervisor Security (designation) for a fixed specified period and on terms and conditions set out here in under and the said Sh/Ms Lakhya Jayoti Borah agrees to work for The Company as a Supervisor Security on the terms and conditions laid down here in under.

NOW, THEREFORE, the Parties hereto agrees as follows:

1. QUALIFICATIONS

1.1 CAPABILITIES

- i) The Employee undertakes that he/she is qualified and capable of carrying out the job as <u>Supervisor Security</u> and will continue to be, throughout the term of This Agreement capable of; meeting all the requirements as specified by The Company to act as a qualified personnel and shall acquire any further qualifications/approvals/licenses as required within a time period or number of attempts as specified by The Company (Annexure A) and exercise the same as required by The Company as and when required.
- The appointment is provisional and is subject to the Caste/Tribe certificate being verified through the proper channels and if the verification reveals that the claim to belong to Scheduled Caste or Scheduled Tribe ,as the case may be ,is false ,the services will be terminated forthwith without assigning any further reasons and without prejudice to such further action as may be taken under the provisions of the Indian Penal Code for production of false certificates.

2. TERMS OF FIXED TERM EMPLOYMENT

2.1. VALIDITY/EXTENSTION/AMENDMENT/TERMINATION OF AGREEMENT

This employment agreement shall be for a fixed term of <u>05</u> years commencing on <u>20.12.2021</u> ('Commencement Date') and terminating on <u>19.12.2026</u> ('Terminating/Expiry Date') (subject to other provisions of This Agreement) on its own.

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- ii) This Agreement may be extended for such further period as may be agreed mutually by both the Parties in writing..
- iii) This Agreement can be terminated without assigning any reason by The Company at any time by giving thirty days written notice to the other party in terms of Clause 6.3 hereunder. The Company can also terminate this Agreement with 30 days notice period as provided in Clause 6.2 hereunder.

2.2 PROBATIONARY PERIOD

There shall be probationary / trial period of 6 (six) months from the Commencement date of this agreement. This probationary / trial period can be extended at the discretion of the Company if in the opinion of The Company the performance of the employee is not satisfactory. During the trial / probationary period, this agreement may be terminated by either side without assigning any reason and without any notice or payment in lieu of notice. The Employee would be put on probationary/trial period as aforesaid on his/her re-designation to a higher grade. After successful completion of probationary period the Employee will be confirmed.

For SC/ST/OBC Candidates only:

In case of candidates belonging to SC/ST/OBC category, their confirmation on completion of Probationary period will be subject to verification of SC/ST/OBC Certificate.

2.3 DESIGNATION

The Employee will be designated as <u>Supervisor Security</u> The employee agrees that The Company will have the right to re-designate him/her so as to appropriately reflect his/her area of responsibility during the validity of This Agreement.

2.4 ACKNOWLEDGEMENT

The Employee acknowledges and agrees that his /her employment is a Fixed Term Employment Agreement with The Company and the emoluments, compensation and benefits to be paid to The Employee hereunder are total and absolute and he/she is not entitled to any other benefit/facility whatsoever. The Employee expressly agrees that The Employee is not and shall not be deemed to be a permanent employee of The Company.

2.5 CONFIDENTIALITY

It is recognized that all the information regarding The Company business, practices and policies, including manuals and other policies and procedures, which may exists from time to time, are valuable, special and unique assets of The Company and are confidential. The Employee hereby undertakes that during the term of his/her agreement and for a two-year period thereafter, he/ she will not disclose any of the foregoing or other information/correspondence of The Company or any part thereof to which he/she may have access/knowledge during his/her employment with The Company (including the contents of This Agreement) to any person, firm, Company, Association or any entity for any reason or purpose whatsoever, save as required by law or order(s) of the Court or with the express written consent of The Company.

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2.6 GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in all respects in accordance with the laws of India and parties have expressly agreed that in case of any dispute in connection with any matters, which might arise out of this Agreement hereunder, shall be subject to exclusive jurisdiction of the courts at Delhi.

2.7 FORCE MAJEURE

Save as expressly provided herein, neither party shall be liable or in breach of this agreement by reason of any delays or failure to perform and / or termination resulting from any act of God or from any action from the Government (including changes in the laws of the land) or for any cause which render performance of This Agreement impossible and / or in the event of happening of any of the force majeure contingencies or happening of any even beyond the control of the Parties but in such circumstances each party shall promptly notify the other and make effort to avoid or minimize the same.

2.8 EXCLUSIVE SERVICE

The Employee shall make himself/herself available for services of The Company at all times as per the requirement of The Company. The Employee shall not without prior written consent of The Company engage in any business or activity that may, in the Company's opinion affect The Company and / or his / her employment or duties with company. Nor may he / she, for any period under this agreement be employed by any person other than The Company or perform any services for any other entity other than The Company without specific written permission of the Managing Director/Incharge/COO of The Company or his Designated Representative. Such Written permission, if any, may be withdrawn at any point of time at the discretion of The Company.

3. CONDITIONS GOVERNING EMPLOYMENT

3.1 DUTIES

- 3.1.1 The Employee shall serve The Company (and/or its associates) as in any department at any location within India or abroad as required by The Company. The Employee shall perform his/her duties as assigned/directed by The Company, and in accordance with such rules or like rules including Service Regulations / Standing Orders as may be issued by The Company (or its associates, as the case may be) from time to time. He/She shall report to & shall be responsible and accountable to the Chief Security Officer or his designated representative presently located at Passighat. The services of The Employee are transferable to any place as decided by The Company.
- 3.1.2 The Employee expressly agrees that he/she is responsible for ensuring the validity and currency of all his/her Licenses, Endorsements, Permits, Approvals etc.
- 3.1.3 The Employee shall be fully aware of and comply with the applicable laws and regulations in performing his/her service for The Company and shall always look out for the best interest of The Company in executing his/her duties.



3.1.4 The Employee agrees to faithfully and competently carry out all the assigned / directed functions & duties and other duties assigned to him/her from time to time in accordance with the directions / guidelines stipulated by The Company and /or by any regulatory authority from time to time.

3.2 DUTY HOUR

The Employee agrees that he / she would be deployed / re-deployed on duty for 6 days a week (including work from home whenever applicable) or any other pattern and shift pattern (including night shift) depending upon the nature of duties / functions, place / department and the requirement of The Company. The Employee shall be duty bound to perform accordingly.

3.3 The Employee agrees that he / she would be bringing his/her own laptop for carrying out official work of The Company.

4. BENEFITS

The Company shall provide the following benefits to The Employee:

4.1 FREE/CONCESSIONAL AIR PASSAGES

The employee will be entitled to SOL Passage for self and dependents, family members on "Alliance Air Network Only" Employee will be entitled to 08 free air passages on subject to load basis. The applicable taxes, levy, charges etc. shall be paid by employee.

4.2 LEAVE

No leave can be claimed as a right and grant of any leave shall be at the sole discretion of the management of The Company. Any absence without authorized or sanctioned leave shall be leave without pay and The Employee will be liable for disciplinary action.

All leaves will be granted at the discretion of The Company and can only be availed, after the Competent Authority has approved / sanctioned the leave request.

4.3 ANNUAL LEAVE

The Employee will be eligible for thirty (30) days of Annual Leave in a Financial year to be accrued and credited to The Employee leave account on 1st April each year @ 2.5 days per calendar month (no prorate). However, The Employee will be eligible to avail the Annual Leave for the first time after satisfactory completion of one (1) year of service with The Company. Further, The Employee will be permitted to accumulate maximum of three hundred (300) days of Annual Leave at any time. The leaves beyond 300 days and not availed, will automatically lapse. Moreover, on the termination/at the expiry of this Agreement, the accumulated balance of Annual Leave will also automatically lapse. The Annual Leave can be availed for a minimum period of 01 day

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4.4 CASUAL Cum SICK LEAVE

The Employee will be entitled to 15 days Casual-cum-Sick leaves (in addition to Annual Leave) in a Financial year subject to following conditions:

- (i) If The Employee joins The Company between 1st April to 30th September, he / she will be eligible for the full entitlement for that year and subsequent year(s). However, if he/she joins on or after 1st October, the entitlement will be 8 days in the first year and 15 days casual cum sick leave in each subsequent year. Same prorate rule would apply in the Financial year, if The Employee leaves The Company.
- (ii) All leaves not availed, will lapse automatically at the end of the Financial year and or termination / expiry of This Agreement.

4.5 MATERNITY LEAVE - PATERNITY LEAVE

The duration of availing Maternity Leave has been enhanced to 180 days. The female employee on Fixed Term Employment Agreement of Alliance Air with less than two surviving children shall be eligible for grant of Maternity Leave on full pay for a period upto 180 days.

A Male Employee with less than two surviving children shall be granted paternity leave for a period of 15 days during the confinement of his wife.

4.6 CONDITIONS OF LEAVE

With reference to above, some of other main terms and conditions of the leave rules framed by The Company as currently applicable are as follows:

- (i) Prior written permission of the Competent Authority has to be obtained to leave station when availing leave. Permission to leave station when on sick leave will only be granted if it is necessary for medical reasons.
- (ii) Leave for more than 2 days, on sickness grounds shall be supported by a Medical Certificate from a specialist Doctor / Registered Medical Practitioner under Allopathic stream. Moreover, the leave on medical grounds for more than 5 consecutive days shall also require medical fitness certificate from the doctor/ Registered Medical Practitioner from Allopathic stream.
- (iii) Any casual cum sick leave standing to the credit of The Employee as on 31st March shall lapse automatically and no accumulation will be permitted.
- (iv) Not more than 3 days of casual leave can be availed at a time with prior permission.
- (v) All types of leave will be entered in the leave card/record and approved in advance except for sick leave (to be intimated at the earliest) which can be updated immediately on joining.

5. RULES & REGULATIONS GOVERNING EMPLOYMENT

5.1 The Employee agrees to perform all work assigned to him by The Company according to Rules/Regulations (including Service Regulations) /Instructions / Orders / Directions / Procedures laid down by The Company in its various manuals, notices and circulars from time to time. Any Infringement, contravention/violations of laid down

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rules/regulations/procedures etc. may render The Employee liable for punishment as laid down hereunder.

- 5.2 The operational & functional guidelines issued by The Company for cockpit/cabin crew members for ensuring the smooth and efficient conduct of flight operations and to other categories of employees for ensuring the smooth and efficient performance and productivity shall be abided by The Employee as applicable to him/her. Any deviation from the same would invoke disciplinary action against The Employee.
- 5.3 The Employee if applicable shall be subject to medical Examination periodically in compliance with applicable regulations of DGCA or any other regulatory authority and also The Company policy to the expected standards;
- 5.4 The Employee shall all the time maintain absolute integrity and devotion to The Company and conduct himself / herself in a manner conducive to the best interest, credit and prestige of The Company.
- 5.5 During the course of employment, The Employee will discharge his / her duties efficiently and diligently to the best of his / her ability and shall devote his / her whole time and attention to the interest of The Company and generally carry out duties and work as assigned to him / her and shall obey and comply with all the orders and directions given to him / her by his / her superiors.

6. TERMINATION

6.1 Termination of This Agreement shall not affect the rights and liabilities of either Party, which have accrued under This Agreement prior to termination. The rights and obligations shall survive any expiration or termination of this Agreement to the extent necessary to permit the complete fulfillment and discharge of the obligations of the Parties.

6.2 TERMINATION BY THE COMPANY WITHOUT NOTICE PERIOD

- (i) If the performance of The Employee is deemed by The Company to be unsatisfactory, The Company may at any time, upon written notice to The Employee, terminate the employment without any notice period; or
- (ii) Without limitation, the following acts of omissions/commission shall constitute unsatisfactory performance for the purposes of this section; or
 - a) The Employee is unable to maintain his/her capabilities (clause 1.1) as required by him/her under This Agreement. or
 - The Employee willfully neglects the interest of The Company or damages/causes damage to The Company property through carelessness, and /or negligence; or
 - c) The Employee consumes alcohol in contravention of The Company rules or any applicable rules of any relevant regulatory/ supervisory authority as may be applicable from time to time; or
 - d) The Employee is guilty of disobedience or insubordination of a lawful and reasonable order; or



- e) The Employee fails to comply with The Company rules, operational & functional guidelines, any other regulatory rules or policies of The Company; or
- The Employee is found guilty of any act of misconduct on or off duty(including sexual harassment against female employee) which is prejudicial to the interest, good name or reputation/prestige of the company:or
- g) The Employee becomes, through his/her own fault which shall include refusal or failure to undergo inoculation, vaccination, or any preventive treatment recommended by a medical practitioner nominated by The Company:
 - sick or disabled or (i)
 - unable to properly perform his / her duties or to do so without being a (ii) nuisance or menace to colleagues or others.
- h) The Employee is engaged /engages in smuggling or illicit trading of any kind; or
- i) The Employee through his/her own fault, ceases to hold (for any period of time), any one of the permits, licenses, approvals or travel documents, (including visas) necessary to perform his/her duties with The Company; or
- j) The Employee becomes insolvent or have committed an act of bankruptcy or compounded with his / her creditors generally; or
- k) The Employee is / shall be convicted of a criminal offence by a Court of Law in respect of which imprisonment could be imposed, which in the reasonable opinion of The Company, would adversely affect the reputation The Company; or
- I) The Employee is guilty of theft, fraud or dishonesty in connection with business or property of The Company; or
- m) The Employee acts in such a manner so as to entitle The Company to terminate his/her services without notice in accordance with The Company rules; or
- n) The Employee becomes medically unfit (including but not limited to becoming of unsound mind / insane) to perform his/her duties or failure to meet the fitness standard as per clause 3.5.2 and under 'RULES & REGULATIONS GOVERNING EMPLOYMENT' herein above other than Temporarily Medically Unfit (TMU) in the case of crew members; or
- o) The Employee's deliberate/habitual non availability or delay or refusal to perform his / her Duties including non compliance with any of office orders / instructions (e.g. working beyond normal duty hours, working on off day, etc.). If The Employee is a cockpit/cabin crew member, deliberate / habitual non-availability for flying duties or ad-hoc absenteeism from a scheduled flying duties leading to disruption of scheduled flights or refusal to operate a scheduled flying duties; or
- p) The Employee remains absent without leave (including adhoc absenteeism) or overstaying sanctioned leave without sufficient grounds or satisfactory explanation; or

- q) The Employee engages in any business or trade (other than the functions assigned by The Company) within or outside the premises of the establishment in contravention of clause 2.8 of This Agreement or
- r) If The Employee is found guilty of any willful breach, misconduct or continuous negligence or dereliction of duties at any time during the employment; or
- s) The Employee remains absent (unauthorized) continuously for 15 days without proper permission/intimation.

In addition, The Employee shall be liable for all losses, damages to The Company
The above is only illustrative list and not exhaustive

6.3. TERMINATION WITHOUT ASSIGNING REASON

6.3.1 The Employee may terminate the employment agreement and the employment at any time upon giving (90) days written notice.

However, the company may terminate this employment agreement upon giving thirty (30) days written notice to the employee without assigning any reason.

6.4. PUNISHMENT

In case The Employee does not comply with or adhere to The Company Policy, Operating Instructions, Rules, Guidelines, Regulations, procedures etc., The Company may impose all or any of the following punishment:

- 1. Fine upto 25% of PF pay.
- 2. Reduction of increments
- 3. Reduction to a lower rank.
- Termination as per clause 6.2 of This Agreement.

6.5. APPEAL

The appeal, if any, against any punishment will lie with the Managing Director / CEO / In-Charge of The Company and his decision will be final.

NOTICES

Any notices required or permitted to be given pursuant to This Agreement shall be in writing, sent via registered mail, receipt requested or by express overnight courier to the address of the Parties hereto, or to such other address as may be specified from time to time in writing. Such notice shall be deemed to have been received on the date actually delivered.

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8. PAY, ALLOWANCES AND BENEFITS (Attached Salary Annexure -B)

The monthly pay and allowances admissible to The Employee are given in Salary Annexure-B

9. PROVIDENT FUND

Provident Fund contribution @ 10% of Basic pay will be paid by The Company as Employer contribution along with same amount to be deducted from the salary of The Employee as Employee subscription to AASL Employees Provident Fund Trust as applicable in accordance with the regulations of the PF Trust. However, The Employee can make voluntary contribution to the provident fund upto the limit of 90% (or such higher percentage as may be permitted by The Company from time to time) of Basic pay including the statutory subscription.

10. GRATUITY

Gratuity, as applicable, in accordance with The Payment of Gratuity Act will be payable on the basis of last drawn Basic pay.

11. No other benefit or allowance would be permissible to The Employee except those which are specifically mentioned as per the terms of This Agreement.

12. TAXES

All payments to The Employee under the head 'PAY, ALLOWANCES AND BENEFITS' shall be paid after deduction of taxes at source as per the Income Tax Act, 1961 or any amendment, or replacement of the said Act besides other applicable taxes (e.g. Professional tax etc). The Employee will be responsible for filling his / her own tax returns under Tax laws.

SEVERABILITY

Both the Parties agree that if any of the provisions of This Agreement is or becomes invalid, illegal and unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired. In the event that any provision is found to be invalid, such provision, if at all possible, shall be corrected to reflect the original intention of the Parties as reflected herein.

14. NOMINATION

The Employee will have to submit his/her nomination of person(s), who will be the beneficiaries in case of death of The Employee, for all dues, insurance and compensation (if applicable), provident fund, gratuity etc in the forms that are annexed to This Agreement.

IN WITNESS WHEREOF, This Agreement has been executed by The Company and The Employee as of the date first above written.

The number and titles to the paras are for general convenience of readability and do not constitute any legal bearing.

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The date of signifying the acceptance by The Employee will be treated as the date of Commencement (if not specified otherwise) on which date, The Employee will have to report for duty.

FOR THE COMPANY

THE EMPLOYEE

I have Read and understood the above terms & conditions and accept & agree to be bound by all the above terms and conditions

Signature: sena Singh Manager

Name

Designation:

Agreement No .---

Name

Signature

: Lakhya Jysti Boyah

R/O

: 4 NO - 207, 10 havi kachani

Village, Po-lohari, PS-Tindutia

ANOM - 786146

Contact No : 6002110735

PAN No

: Lakinga BWGPB4854E

(Copy of PAN attached)

lakhya 01@ amail.com

01-11-1995

WITNESSES:

Signature B Singh

Name

Contact No. _ 92/0337205

Address: CB-106D DDA PLATS

HARINASAR NEWDELDI

2. Signature

Name VMAY KUMAR VASHISHTH

Contact No 9871032131

Address: R2F-563/11 A STINO 23

& ADHNAGAR, PARMA COLONY N. DY

Salary Annexure-B

Name: Mr. Lakhya Jyoti Borah

Designation: Supervisor Security (Passighat)

8.1Salary & Allowance to the Employees (Per Month) with effective from 20.12.2021 8200/-Basic Pay 2460/-HRA Medical Allowance 750/-2000/-Conveyance Uniform 3000/-Other Allowance 5961 AVSEC /BasicAllowance 1000/-AVSEC Screener Allowance 1500/-Total 24871 Annual Increase: The employee sell be entitled to an annual increment of Rs. 8.2 600/- Per Annum in the basic pay subject to satisfactory appraisal on the basis of various appraisal parameters of the employee by the Competent Authority. For The Company The Employee (Duly authorized on behalf of the company) Signature Signature_____ Name: LAKHYA JYOTI BORAH Name: _____ Designation: SUPERVISOR SECURITY Designation:

AIRLINE ALLIED SERVICES LIMITED (A wholly owned subsidiary of AIL)

	OYMENT AGREEMENT DA	TED 20/1	2/0	()
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LUCHAN JYOTI BORAH	MAJOR	30%	100	20-
(BROTHER)	MAJOK .	307.		- 000
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who at his request and in such joint p	resence have hereunto su	ubscribes our names as witnesses.	
FOR THE COMPANY Signature: Name: Designation:	tager Affica Luid alhi	THE EMPLOYEE Signature: Vakhya Indi Boyah Name: LAKHVA IVOTI BORAH Designation: SUPERVISOR SECUR	174
WITNESSES: 1. Signature Band		2. Signature	
Name BALRIC SINGH		Name: JAJAY Kum AGI V	
SAFF! 8700075 4.		3AN 87000255	

AIRLINE ALLIED SERVICES LIMITED
(A wholly owned subsidiary of AIL)

Form For Nomination of PF ANNEXURE 2 TO EMPLOYMENT AGREEMENT DATED 1, Shri/Smt LAKHYA JYDTI BORAH hereby nominate the person(s) mentioned below, who is (are) a member(s) of my family to receive the amount that may stand to my credit in the fund, in the event of my death before the amount has become payable, or having become payable, has not been paid. OR having no family, hereby nominate the person(s) I, Shri/Smt mentioned below to receive the amount that may stand to my credit in the Fund, in the event of my death before that amount has become payable, or having payable, has not been paid and direct that the said amount shall be disbursed among the said person(s) in the manner shown below against his/her name(s) Note 1) Strike the option not applicable Name Address and Percentage share Contingencies on Name (s) & Relationship relationship of the of accumulations the happening of Addresses (s) of with person , If any , to whom which the Nominee(s) Subscriber. to be paid nomination shall the right of the become invalid nominee shall pass in the event of his predeceasing the subscribed (6) (3) (1) (2) PHYSICAL DHAMIN FATHER DISABILITY BORAH LOHARI KACHARI INSANITY VILLAGE, PD-(SAME FOR ALL LOHARI, P.S. TINSUXIA BIST-TINSUK 14 CASES) . PIN-786146, ASSA Note II) Draw lines across the blank space below the last entry to prevent the insertion of any name after he/she signed -IN WITNESS WHEREOF the said has to hereunto set his hand this Mar Fair Sheena Sinday of in the joint presence of himself and us who at his request and in such joint presence have hereunto subscribes our names as witnesses THE EMPLOYEE FOR THE COMPANY Signature: 1: Signature: Jakhya Jyoli Borah Name: Name: LAKHYA TYKTI ROBALT Designation: Designation: SUPERVICOR SECURITY WITNESSES: 1. Signature B Supl 2. Signature Name RACRIRS Name: VIVAY KUMALVASHISHH SAPM- 87000254 SAP NO. 87.000255

AIRLINE ALUED SERVICES LIMITED (A wholly owned subsidiary of AIL)

NOMINATION FOR GRATUITY

i, having family, hereby nominate the persons mentioned below, and confer on them the right to receive, to the extent specified below, any gratuity that may be sanctioned by AASL in the event of my death while in service and the right to receive on my death, untail at my death. Name and Relationship addresses of with employee

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