



AGARWAL HOSPITALITY LTD.™
Europe Singapore Hong Kong Dubai Coming More.....

17th April 2016

Mr Francis Sanjoy Rozario, (G5680697)
HRD – Admin Manager

Dear **Rozario**,

Welcome to the *Agarwal Hospitality – Georgia – (Tbilisi)* family! We have a truly exceptional team with a variety of cultures that contributes to the strength of the team. Our associates are our most valuable assets as we focus our efforts in taking care of you.

As an associate of our company, you have been selected for your skills and your spirit to serve our guests. The company strives for the quality in all aspects of the business and encourages an environment of continuous improvement. Customers are our first priority and everything that we do as a team is focused on ensuring that every **customer leaves satisfied**.

As a member of our team, you also have responsibilities to follow the rules, respect your peers and contribute to the growth of the company. Once you accept the job offer you will receive a brief about your job responsibilities through our senior colleagues to help you understand the rules, benefits and opportunities available to you.

Again, welcome to the team and we hope that you will feel at home here at the *Agarwal Hospitality*, Georgia as soon as Possible.

For
Sincerely,

(Sumit Agarwal)
Executive Director,



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Agarwal Hospitality.

I. PRE –JOINING FORMALITIES

Following documents are required for processing of employment visa:

- i. Offer Letter signed copy
- ii. Passport Photocopy
- iii. Color passport size photographs
- iv. Previous Company Pay Slip & Work Experience letters.
- v. Copy educational document | (includes academic/professional certificates)
Have to be submitted to verify from the labour Ministry in Georgia. Labor ministry may ask for further attestation in home country. Please note that all employees have to bear this cost, as it is a per-requisite for applying employment visa and visa cost in INR 70,000/- this will be returned at the time of Visa attached in your passport of Two year. Please visit <http://www.georgian.ge/content/english/degree.jsp> for further information regarding Degree Verification.



17th April 2016,

Mr Francis Sanjoy Rozario, (G5680697)

Re: **Offer of Employment**

Dear **Rozario,**

Further to your application to Spice Restaurant, I am pleased to offer you formally an appointment with us as **'HRD – Admin Manager'** under the following Terms and conditions:

- I. **Designation: Admin Manager**
- II. The effective date of employment will commence on **15th May 2016**, however your employment will become effective on the date you begin working with us in Georgia, Europe this is subject to the availability of a work
- III. Visa and the approval of the appropriate work permit by the Ministry of labor. We can only legally confirm the offer of employment when we receive the approval required, after which an employment contract will be signed.
- IV. Your employment will be for limited period of Two year from the date specified on the labor contract that you'll be signing and can be renewed upon mutual consent of the Employer and the employee for the next term.
- V. You will be remunerated as follows:

Basic Salary	: Gel 3,814
Conveyance Allowance	: Gel 0,000
Total Gross Salary	: Gel 3,814/- per month

(Georgian Lari (Gel) Three Thousand and Eight Hundred Fourteen only per month)

(Indian Rupees 1,30,000/- approx. at current conversion rate)

- VI. The monthly salary will be transferred into a local bank account designated by your self. If you do not have a bank account, the company

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will assist you in opening an account by giving you a bank account opening sponsorship letter.

- VII. Your net performance appraisal will be 20% after 6 months from your hire date. Salary increase is subject to performance and based on the company's salary increases policy.
- VIII. During the term of your employment, you will be extended the following benefits:
- A. An economy class return air ticket for the sector *Tbilisi – India (Home Town)– Tbilisi* will be provided for you only on completion of 12 months of continues service.
 - B. You are granted for a 1month paid leave once in every 1 year of service.
 - C. You will be eligible to receive additional compensation in the form of monthly/yearly incentive or commissions as per the company's target completion incentive scheme. This is in accordance with the company's incentive plan and can be modified or changed as per sole discretion of the senior management
- IX. **Duties:** Subject to the other terms and conditions set out herein and provided that all necessary visas, residence and work permits are obtained and subject to a successful medical examination the Company shall employ you. Your duties shall be managing the Restaurant complete kitchen operations including setting and preparing daily menus, adhering food hygiene to HACCP standards, managing the complete kitchen team, setting up targets for overall food consumption, to manage daily inventories for consumption & stock reports, introducing creative menu's to help improve the Restaurant business, managing and assisting in pre opening for all new multiple restaurant branch openings and all other relevant skills to be utilized in managing the successful operations completely in the Restaurant.



X. **Home Country:** For the purpose of this Agreement, your home country shall be INDIA and the home city HOME TOWN.

XI. **Probationary period:** The first six (6) months of your employment with the Company shall be probationary, during which period the same may be terminated at any time without notice or any payment in lieu thereof and without specifying any reason therefore.

XII. **Place of Assignment:** Your permanent place of work shall be Europe, Georgia. As part of your regular responsibilities you may also have to travel, to other cities & countries within the framework of your duties as per this Agreement.

You shall also be subject to secondment for training as well as any other duties outside your permanent place of work for such periods as Company may deem necessary.

XIII. Your working hours will be 08 (Eight) hours daily and which may increase or decrease as per the job requirement. You will not be entitled for any overtime compensation.

XIV. **Resignation:** You are required to serve two months notice in writing in case you resign or pay cash salary in lieu thereof. In case of your resigning from services, you shall not take up any job in Georgia in any company engaged in similar commercial activity for at least 1 year from the date of relieving you duties. Your other entitlements shall be calculated on accrual basis subject to the Georgian laws.

XV. Employment Expenses

The Company will bear all necessary expenses related to the “Employment Visa” as long as approval is granted from local authorities. However, if you wish to resign before completion of 1 (one) year, the expenses incurred initially on the

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“Employment Visa” will be borne completely by you, and deducted from your final settlement.

XVI. Home Leave Ticket: On completion of consecutive 12 months at the company, you will be entitled to an annual economy class, return ticket for air transport between Georgia and your home country. You will be entitled to one way air ticket upon your termination of the service either by the company or at the completion of the contract.

XVII. Sick Leave and Medical Certificates: You shall not be entitled to any paid sick leave during your probationary period and shall thereafter be entitled to such sick leave as specified from time to time by the Labour Law. A medical certificate must be obtained if you are absent for two (2) consecutive working days due to sickness or injury.

XVIII. Confidentiality of Information's: The Company expects you to maintain 100% loyalty and confidentiality of information. In case of any deviation in this regard, legal action will be taken.

XIX. Confidentiality

(a) You are aware that in the course of employment under this Agreement you may have access to and be entrusted with information in respect of the business and financing of the Company and the Company's dealings transactions and affairs all of which information is or may be confidential.

(b) You shall not (except in the proper course of your duties) during or after the period of your Employment under this Agreement divulge to any person whatever or otherwise make available any confidential information concerning the business or finance of the Company or any of the Company's dealing transaction or affairs or any of the Company's supplier's agents or customers.

(c) All notes, memoranda, copies of documents, software, books or any other working papers of any kind, in hard copy or on other media or any other confidential



information concerning the business of the Company or any of the Company's agents or customer which shall be acquired, received or made you during the course of your employment and shall be surrendered by you to someone duly authorized on your behalf at the termination of your employment or at the request of the Company at any time during the course of your employment.

XX. Non-Competition

You hereby covenant with the Company that you shall not within Georgia - Europe and for the period of 2 years after ceasing to be employed under this Agreement either alone or jointly with or as a Manager, Agent, Consultant or employee of any firm, a company or directly or indirectly carry on or be engaged in any activity or business which shall be competitive with the business of the Company.

XXI. Non-Solicitation

You hereby covenant with the Company that you shall not for a period of 1 year after ceasing to be employed under this Agreement carry on business similar or in connection with the business of the Company on your own behalf or on behalf of any person, firm or company directly or indirectly.

(a) Seek to do business with any person or company who has at any time during the preceding One year done business with the Company

OR

(b) Endeavour to entice away and any from the Company any person who has at any time during the preceding two years has been employed or engaged by the Company.

XXII. Absenteeism: You are required to inform Management in advance of your wish to take leave for any day or days or part of day unless in exceptional cases of personal emergencies where it can be explained within a reasonable time. The company may at all times in case of emergencies or medical reasons allow you to be absent with pay at management discretion.

24. TERM:

During your employment with the company, your contract is subject to early Termination by the Employer only for cause. Such cause shall include but not be



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limited to:

- A. Violation of the company's Business conduct Rules as implemented and amended from time to time by Board of Directors:
- B. Wrongful statements in the CV of any other personal /legal document. Certificate submitted to the company.
- C. Theft, attempted theft or removal from premises without proper authorization, from employers or customer's property of another Associate.
- D. Careless or willful destruction or damage to employer's or customer's Property as well as to property of another Associate.
- E. Possessing , consuming of being under the influence of an alcoholic beverage or any kind of drug other than for medical purposes during medical treatment administered by an accredited and approve physician locate in the Georgia , while being on the company premises or while using any Employer's machinery, technical equipment or vehicles.
- F. Failure to report to work for 3 [consecutive] working days without adequate justification and without informing immediate manager.
- G. Willful; falsification of Employer books or records.
- H. Failure to carry out reasonable job assignment or job requests after being warned that refusal to do so, may result in termination.
- I. Fighting or hitting another associate or disorderly conducts during working hours on the company's permission.
- J. Conviction for felony or being sentenced for a misdemeanor for more than 90 days in prison [with or without probation] or the equivalent in monetary penalties.
- K. Serious misconduct.
- L. Receipt of a second written documentation/warning for a need of improvement or rule violation within a twelve-month period.

Housing: A studio apartment or a one bedroom apartment will be Provided for you with semi furnished on sharing bases

Meals: Duty/Off Meals may be taken at the staff canteen / or in the Restaurant where directly permitted by Board

Working hours: 08 hours per day with 1 weekly off per week

Transportation: Free

Medical Insurance: Basic medical and insurance cover will be provided by the Company

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AIRLINE TICKET: If the Employee has been recruited from abroad, an economy class return airline ticket once per 12 months will be provided by the Company.

Should you terminate your employment prior to expiration of the term, all payments and benefits as set forth in this offer letter shall cease immediately.

JURISDICTION

Your employment with the company is subject to the law of the Georgia - Europe.

The labor law of the Georgia - Europe and the company's existing policy, which provision shall complete and supplement this agreement, shall govern any provision not covered in the offer letter. Moreover it is the employee's obligation to familiarize herself/himself with the Georgia - Europe labor law, further information is available with the human resources Department.

It is further understood that no promise or guarantee of any type concerning term and /or conditions will vide upon the company unless made in writing.

To indicate acceptance of the offer, please sign and return a copy of this letter to us, together with a copy of your passport and 15 passport size color photographs and your original qualification certificates, within 3days from the date of issue. If we do not hear from you within this period, we will consider the offer null and void.

We look forward to having you as a member of the Spice Garden, Georgia and to your contribution to company's growth.

For
Sincerely

**Sumit Agarwal
(Executive Director)**

Employees Sing:.....

Employees Name:.....

Accepted on:

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