



Date: 28th May 2021

Mr. Abhijeet Raha
AD-245, 1st Floor
Niyati Apartments
Rabindra Pally, PO - Krishnapur
Kolkata - 700102

Passport No.: R2305135

Dear Mr. Abhijeet Raha,

LETTER OF CONTRACT

We are pleased to offer you a contract as **Senior Manager – Administration & Facility Management Service**.

Accommodation: You will be provided with Furnished Shared Bachelor accommodation and stay in Nigeria.

Transport: Shared transport which includes chauffeur driven car, fixed monthly driver/vehicle maintenance allowance or Conveyance allowance.

Leave Travel: Roundtrip, economy class fare for self only. However, the travel dates would be based upon Operational conditions, Annual leave calendar & work requirements.

Medical: Medical expenses will be reimbursed by the company while in Nigeria, except in the case of dental, eye/spectacles, physiotherapy and pregnancy (pre-natal & post-natal) and major illness. If any illness is detected in the medical history of the employee and/or his family, the same is not eligible for reimbursement, if not declared in the Application form by the candidate. Acts of self-infliction that may cause injury and/or illness to one's health and illness which directly results through smoking, Alcohol, Drug abuse and or Sexual misconduct and vaccination are strictly not eligible for any reimbursement.

Employee has to be medically fit before joining the company and has to obtain medical certificate of fitness and ailments if any, which should not be later than 2 months.

1. **Payment:** This will be payable in two parts. First part will be credited in local Naira (local currency) account, end of every month along with local allowance and Second part will be credited after every quarter (January to March, April to June, July to September, and October to December) as per

Company policy. The Company retains 3-month salary as a Security Deposit which will be deducted over a period of three quarters and is payable after the end of the contract. (Refer Annexure 1 for detailed pay information)

2. **Duration of contract:** This contract is for the period of Three (3) years from date of joining the Company. Thereafter, it can be renewed for a further period with mutual consent of the company and employee. If the contract is terminated in the midst of the above mentioned period, for any reason by you or due to non-performance upon due notice, then, the cost of the air tickets and visa together with the other costs incurred in recruiting and bringing you and your family (as case may be) to Nigeria shall be deducted by the company.

The contract shall not come to an end at the expiry of this period unless terminated through a written communication. Upon expiry or termination of this contract letter your services/ contract with the company shall also come to an end.

3. **Job Description, Key Result Areas & Key Performance Indicators:** Your Contract with this company will be governed by its policies and procedures. Your Job description, KRA's & KPI's will be designed to suit the needs of the business. The company has all the rights to change Job Description, KRA's & KPI's time and again as per the business needs.
4. **Deputation:** As and when necessary, you will be required to tour/travel/deputation for official work to represent the company.

Probation: You will remain on probation for a 6-month period immediately following the commencement of your first contract as executed. If upon completion of the probationary period, your services are found to be satisfactory by and acceptable to the Company, your appointment will be confirmed. For ease of administration, in the absence of any contrary indication by the Company, your contract will be deemed automatically confirmed from the first working day following the completion of the probationary period.

Duties

You shall:

- (a) perform your duties in a diligent, faithful and proper manner;
- (b) comply with all lawful orders and directives given to you by the Company and or the Management;
- (c) comply with applicable Company rules, policies, regulations, and other practices for the regarding conduct of Company staff;



(d) during the term of this engagement, devote such time, attention and abilities during normal business hours (and, where necessary for the discharge of his duties, outside normal business hours) to the business of the Company, unless prevented by ill health from so doing, and shall not directly or indirectly enter into, or be concerned or interested in, any business or occupation other than the business of the Company.

In the preceding clause, "occupation" shall include any other commercial business activities which, in the reasonable opinion of the Company, may hinder or otherwise interfere with the performance of your duties as the Manager.

Nothing in this contract shall affect your duty of loyalty and duty of care to the Company.

The Company, at any time and from time to time, may review the Salary payable under this contract, and any adjustment in the Salary shall become effective at the time indicated by the Company without the need for an amendment to this contract. The Company is however not under any obligation to award an increase following a salary review.

There will be no review of the salary after notice has been given by either party to terminate this contract.

1. **Reimbursement of Expenses**

1.1. You are entitled to receive prompt reimbursement from the Company of all reasonable expenses you incur in performing services hereunder, including all expenses of travel and living expenses while away from the Company provided accommodation on business or at the request of and in the service of the Company, in accordance with the policies and procedures established by the Company from time to time.

1.2. To claim a reimbursable expense, you shall furnish the Company with such evidence as the Company may from time to time reasonably request in proof of the expenses and how it was incurred in the performance of your services to the Company.

2. **Taxes and Statutory Deductions**

Company shall deduct from all amounts payable under this contract, any applicable federal, state, local and other taxes, as well as all other statutory deductions and contributions required by law to be withheld or deducted therefrom.

3. **Annual Leave & Vacation**

- 3.1. You are entitled to 30 calendar days paid annual vacation after 18 months of service (the "leave"). During your contract or after the termination of your contract, you shall not be entitled to any payment in lieu of untaken leave.
- 3.2. Leave shall be taken at such time or times as shall be approved in advance by the Company. You shall seek the approval of the Company at least 75 days prior to the proposed date of the leave sought.
- 3.3. The Company shall provide you with economy-class return tickets (the "tickets"), as per the terms and conditions. The tickets may be converted to its cash equivalent and paid to you (If you do not wish to travel), only at the instance of the Company.
- 3.4. You are entitled to only 6 working days of paid sick leave and 3 casual leaves per annum. You shall not be entitled to payment for any unused sick or casual leave, neither shall the sick leave or casual leave carry over to subsequent years.
- 3.5. **Duties and Responsibility:** Your role will require you to discharge the duties and responsibilities as mentioned in the JD's (Job description) which may change from time to time depending upon company's requirement.

You will perform and undertake in good faith and to the best of your ability the customary duties and responsibilities associated with your position relative to the company and such other duties as may be assigned to you from time to time by the management of the Company.

You may be required to perform any other specific assignment given to you by the undersigned and/or your superiors as they may think fit and proper.

4. **Warranties**

- 4.1. You represent and warrant to the Company that, by entering into this contract or performing any of your obligations under it, you will not be in breach of any court order or any express or implied terms of any contract or other obligation binding on you.
- 4.2. Asides from any lawful obligation which is the Company's responsibility to comply with, regarding your contract, you warrant that you are not subject to any restrictions which prevent you from holding the position as mentioned above.
- 4.3. You also undertake to indemnify the Company against any claims, costs, damages, liabilities or expenses which the Company may incur as a result of



you being in breach of any such obligations or restrictions referred to in this clause mentioned above.

5. **Termination during probation**

During your probation period, notwithstanding anything contained elsewhere in this Contract, you or the Company as the case may be, may terminate the contract by serving on the other party One-month notice to determine the Contract; whereupon the Contract shall without more determine at the expiration of the notice.

6. **Termination after Confirmation**

6.1. Termination by Company for Cause: The Company shall have "Cause" to terminate your contract hereunder with immediate effect, without notice, and with no liability to make any further payment to you (other than in respect of amounts accrued due at the date of termination) if you:

- (a) are in the reasonable opinion of the Company, negligent and incompetent in the performance of his duties; or
- (b) are guilty of any fraud or dishonesty or acts in any manner which in the opinion of the Company brings or is likely to bring you, the Company or any of its affiliates into disrepute; or
- (c) engage in wilful misconduct that is materially injurious to Company; or
- (d) embezzle or misappropriate funds or property of Company; or
- (e) are convicted of a crime or enters a plea of guilty to a crime; or
- (f) fail or refuse to devote your full business time and attention to the performance of his duties and responsibilities hereunder; or
- (g) commits any other breach of this contract in any material respect.

If the employee is found guilty of any of the sub clauses b, c, d mentioned above towards the company, then the value or amount will be recovered from the employee.

6.2. For purposes of clause 6.1 above, no act or failure to act, on your part, shall be considered "wilful" unless it is done, or omitted to be done, in bad faith or without reasonable belief that your action or omission was in the best interests of the Company.

6.3. Termination by notice or payment in lieu of notice: Either party may terminate this contract by giving the other three-month notice of intention to terminate the contract; whereupon the contract shall without more determine upon the expiration of the notice. Provided however that either party may terminate the

contract by tendering to the other Party payment of an amount equal to three month's salary in lieu of such notice; whereupon the contract shall determine upon the tendering of such payment.

- 6.4. If the contract is terminated in the midst of the contract period, for any reason by you or due to non-performance as previously discussed then, the cost of air tickets and visa together with the other costs incurred in recruiting and bringing you and your family (as case maybe) to Nigeria shall be recovered by the Company.
- 6.5. The employee has to prepare or conduct a proper Handover – Takeover post termination or resignations from services of the company in lieu of agreed plan to enable continuity of role and all activities conducted within.

7. **Post resignation Exit**

- 7.1. Following service of a notice of termination by either Party, the Company may by notice place you on post resignation leave until the effective date of termination.
- 7.2. During any period of post resignation leave:
 - (a) the Company shall be under no obligation to provide any work to you and may revoke any powers you hold on behalf of the Company or any of its affiliates;
 - (b) the Company may require you to carry out alternative duties or to only perform such specific duties as are expressly assigned to you, at such location as the Company may decide;
 - (c) you shall continue to receive your (local) Salary only and any other local benefits in the usual way;
 - (d) you shall remain an employee of the Company and bound by the terms of this contract (including any implied duties of good faith and fidelity);
 - (e) you shall ensure that any person directed by the Company knows where you will be and how you can be contacted during each working day; and
 - (f) the Company may require you not to contact or deal with (or attempt to contact or deal with) any officer, employee, consultant, client, customer, supplier, agent, distributor, adviser or other business contact of the Company.

8. **Confidential Information**

- 8.1. "Confidential Information" in this contract shall mean all information, know-how and techniques (whether or not confidential, whether or not in writing and



in whatever form held) that have economic value for the Company, which all directly or indirectly related to:

- (g) all or any part of the Company's information in general definition;
- (h) information or anything in relation to the Company's business;
- (i) any formula and/or recipe, included but not limited to data or research reports or documents/letters whatsoever or statement (either in verbal or in writing), all of them are used by or in connection with the Company;
- (j) intellectual property rights (any copyrights, knowledge, title or definition, rights, business secrecy, trademarks, and other intellectual property rights) from/owned/ related to the Company;
- (k) products of the Company in general;
- (l) operational, administration, or financial and accounting matters, and the sale or marketing of any products sold by the Company.

8.2. You hereby covenant and confirm that Confidential Information which you obtain for and in the name of the Company, are owned by and/or are rights of the Company. You do not have any right to use such Confidential Information or any matters related to them, without the prior written consent of the Company.

8.3. You agree and warrant not to disclose to anyone or other party(ies) whomsoever, in any manner or purpose whatsoever, whether directly or indirectly, such Confidential Information or any matters related to them, at any time, except when such disclosure:

- (a) is required to be disclosed by law, any binding judgment, order or requirement of any court or other competent authority; or
- (b) has been authorized by written consent of the company.

8.4. **Force Majeure** - The company shall not be liable to you, for any failure to perform, or delay in the performance of, any obligation in respect of your contract in the company, where the failure or delay results, directly or indirectly, from acts of God such as flood, earthquakes, and other natural disasters, outbreak of fire, outbreak of any disease, sickness or ailment, war, civil unrest, public disturbance, accidents, strike, epidemics, pandemics or any other event beyond the reasonable control of the company or you ("force majeure events"). Any excuse from liability for failure or delay in the performance of any obligation in respect of your contract in the company, which is caused by any force majeure event(s) shall be effective only to the extent and duration of the force majeure event(s). Notice of likely failure or delay in performing any obligation due to force majeure event(s) shall be given by the affected party to the other party promptly as soon as the

affected party realizes that the nature and magnitude of an event make such event a force majeure event and that its impact on him will result in a failure or delay in the performance of his obligation. The notice shall describe the force majeure event, its likely impact on the party's capacity to perform and the actions taken by the affected party to minimize the impact. Where the likely impact is a failure to perform, the affected party shall be excused, for all time, from the performance of the relevant obligation as it relates to the period that the impact persists ("force majeure period"); but where the likely impact is a delayed performance, the performance of the relevant obligation as it relates to the force majeure period shall merely be suspended till after the force majeure period. Notwithstanding the foregoing, should the force majeure period extend beyond a duration of two months, the other party may, at its sole discretion, terminate this contract.

9. **Company Property**

- 9.1. You will always maintain in good condition company property, which may be entrusted to you during the course of your contract.
- 9.2. All documents, manuals, hardware, software, tools, any data or documents (including copies thereof) or other electronic equipment (including mobile phones), provided for your use by the Company shall remain the property of the Company.
- 9.3. Upon termination of your contract in whatever manner, you shall:
 - (a) immediately deliver to the Company all documents, books, materials, passwords, records, correspondence, papers and information (on whatever media and wherever located) relating to the Company's business or that of its associate, any keys, credit cards, and any other property of the Company (including any vehicle provided to you), which is in your possession or under your control;
 - (b) irretrievably delete any information relating to the Company stored on any magnetic or optical disk or memory or cloud / drive and all matter derived from such sources which is in your possession and control outside of the Company's premises; and
 - (c) provide a signed statement that you have complied fully with your obligations under clause 3, together with such reasonable evidence of compliance as the Company may request.
- 9.4. The Company shall be entitled to recover the cost of replacing any Company property you fail to relinquish upon your termination.



10. **General Notes**

10.1. The Company reserves the right to make deductions from your salary or from your final settlement or to require you to repay money to the Company with respect to:

- (a) advances made to you by the company;
- (b) loans made to you by a bank and guaranteed by the company;
- (c) any monies due to the company from you;
- (d) paid holiday taken in advance or more than your entitlement; and
- (e) value of any of the company's property not returned to the company.
- (f) Guilty of any fraud or dishonesty or acts in any manner, wilful misconduct that is materially injurious to the company or embezzle or misappropriate funds or property of company

10.2. All notices referred to in this contract shall be given in writing. With regards the Company, notices shall be delivered at its registered office. Notices may be given by the Company to you at the physical address of the Company provided accommodation and or email address intimated by you in the Company's official records.

11. **Applicability of Company Policy**

The Company operates policies and procedures including but not limited to access to, and use of, the Company's information, appropriate use of the Company's property, security, confidentiality, intellectual property and data protection. These policies are applicable to your contract and would be made available to you by the Company upon request.

Workplace discrimination: Artee group is committed to encouraging equality and diversity among our workforce, and eliminating unlawful discrimination either racial or gender. The aim is for our workforce to be truly representative of all sections of society and our customers, vendors, service providers, and for each employee to feel respected and able to give their best. We provide equality, fairness and respect for all in our contract, whether temporary, part-time or full time.

12. **Artee group has its clear vision which states "Is to be a leader in all our business by adapting global standard, ensuring customer delight and enabling employees to build career.**

Mission statement: To offer **exemplary service for the joy of the customers and provide quality goods at low prices.**

We abide by the core values of our company and we expect the employee to abide by the same. Our core values are as below;

1. Passion
2. Ethics
3. Commitment
4. Trust
5. Teamwork

13. **Governing Law**

This contract and the rights and obligations of the parties hereto shall be interpreted and enforced in accordance with and governed by the laws of the Federal Republic of Nigeria and the parties agree to submit to the exclusive jurisdiction of, and venue in, the courts of the Nigeria, in any dispute arising out of or relating to this contract.

Please, confirm your acceptance of this contract by signing and returning the duplicate copy, and return same to the Company of your receipt of this letter.

Yours sincerely,

For: Artee Group


Haresh Keswani

(Group Managing Director)

I have read and understood the Contract letter and hereby sign and agree to all the terms and conditions mentioned.

Signature: Artee

Name: ABHIJIT RAHA

Date: 28.05.21

Annexure 1

The Emoluments are divided into two parts as explained below;

1. First part is paid in local currency (Naira) into your Nigerian local savings account on monthly basis which includes local + part of the Oversea Salary.
2. Second part is remitted into the overseas account on quarterly basis (as explained in Contract - Clause 1)

Below is the computation of the Allowance and savings;

Note: Mode of remittance of the above mentioned pay structure may vary time to time according to policy changes of the country.

Scenario

Alaha
16/04/2021

Dollar Value **410**

Joining Date		1st January 2020	Leave Availability		30
Offshore Salary		2000	Local Allowance		125000
Overseas Savings					
Quarter	Work Period	Deposit to Nigerian Savings Bank Account (Monthly)	Deposit to Indian Savings Bank Account (NRE A/c) (Quarterly)	Bond Policy Holding	Local Allowance to Nigerian Savings Bank Account (Monthly)
2020 Quarter 1	1st Jan – 31st Jan 2020	\$ -	\$ -	\$ 2,000.00	₦ 125,000.00
	1st Feb – 29th Feb 2020	\$ 695.12	\$ -	\$ -	₦ 125,000.00
	1st Mar – 31st Mar 2020	\$ 695.12	\$ -	\$ -	₦ 125,000.00
	Salary Remittance Month April		\$ 2,609.76		
2020 Quarter 2	1st April – 30th April 2020	\$ -	\$ -	\$ 2,000.00	₦ 125,000.00
	1st May – 31st May 2020	\$ 695.12	\$ -	\$ -	₦ 125,000.00
	1st June – 30th June 2020	\$ 695.12	\$ -	\$ -	₦ 125,000.00
	Salary Remittance Month July		\$ 2,609.76		
2020 Quarter 3	1st July – 31st July 2020	\$ -	\$ -	\$ 2,000.00	₦ 125,000.00
	1st Aug – 31st Aug 2020	\$ 695.12	\$ -	\$ -	₦ 125,000.00
	1st Sep – 30th Sep 2020	\$ 695.12	\$ -	\$ -	₦ 125,000.00
	Salary Remittance Month October		\$ 2,609.76		
2020 Quarter 4	1st Oct – 31st Oct 2020	\$ 695.12	\$ -	\$ -	₦ 125,000.00
	1st Nov – 30th Nov 2020	\$ 695.12	\$ -	\$ -	₦ 125,000.00
	1st Dec – 31st Dec 2020	\$ 695.12	\$ -	\$ -	₦ 125,000.00
	Salary Remittance Month January		\$ 3,914.63		
2021 Quarter 1	1st Jan – 31st Jan 2021	\$ 695.12	\$ -	\$ -	₦ 125,000.00
	1st Feb – 29th Feb 2021	\$ 695.12	\$ -	\$ -	₦ 125,000.00
	1st Mar – 31st Mar 2021	\$ 695.12	\$ -	\$ -	₦ 125,000.00
	Salary Remittance Month April		\$ 3,914.63		

2021 Quarter 2	1st April – 30th April 2021	\$ 695.12	\$ -	\$ -	₦ 125,000.00
	1st May – 31st May 2021	\$ 695.12	\$ -	\$ -	₦ 125,000.00
	1st June – 30th June 2021	\$ 695.12	\$ -	\$ -	₦ 125,000.00
	Salary Remittance Month July		\$ 3,914.63		
	Mid Contract Leave (30 days)				
2021 Quarter 3	1st July – 31st July 2021	\$ 695.12	\$ -	\$ -	₦ -
	1st Aug – 31st Aug 2021	\$ 695.12	\$ -	\$ -	₦ 125,000.00
	1st Sep – 30th Sep 2021	\$ 695.12	\$ -	\$ -	₦ 125,000.00
	Salary Remittance Month October		\$ 3,914.63		
2021 Quarter 4	1st Oct – 31st Oct 2021	\$ 695.12	\$ -	\$ -	₦ 125,000.00
	1st Nov – 30th Nov 2021	\$ 695.12	\$ -	\$ -	₦ 125,000.00
	1st Dec – 31st Dec 2021	\$ 695.12	\$ -	\$ -	₦ 125,000.00
	Salary Remittance Month January		\$ 3,914.63		
2022 Quarter 1	1st Jan – 31st Jan 2022	\$ 695.12	\$ -	\$ -	₦ 125,000.00
	1st Feb – 29th Feb 2022	\$ 695.12	\$ -	\$ -	₦ 125,000.00
	1st Mar – 31st Mar 2022	\$ 695.12	\$ -	\$ -	₦ 125,000.00
	Salary Remittance Month April		\$ 3,914.63		
2022 Quarter 2	1st April – 30th April 2022	\$ 695.12	\$ -	\$ -	₦ 125,000.00
	1st May – 31st May 2022	\$ 695.12	\$ -	\$ -	₦ 125,000.00
	1st June – 30th June 2022	\$ 695.12	\$ -	\$ -	₦ 125,000.00
	Salary Remittance Month July		\$ 3,914.63		
2022 Quarter 3	1st July – 31st July 2022	\$ 695.12	\$ -	\$ -	₦ 125,000.00
	1st Aug – 31st Aug 2022	\$ 695.12	\$ -	\$ -	₦ 125,000.00
	1st Sep – 30th Sep 2022	\$ 695.12	\$ -	\$ -	₦ 125,000.00
	Salary Remittance Month October		\$ 3,914.63		
2022 Quarter 4	1st Oct – 31st Oct 2022	\$ 695.12	\$ -	\$ -	₦ 125,000.00
	1st Nov – 30th Nov 2022	\$ 695.12	\$ -	\$ -	₦ 125,000.00
	1st Dec – 31st Dec 2022	\$ 695.12	\$ -	\$ -	₦ 125,000.00
	Contract Closing Remittance - Salary Dues		\$ 3,914.63	\$ -	
	Contract Closing Remittance - Bond Release			\$ 6,000.00	
	Contract Closing Remittance - Paid Leave			\$ 2,000.00	

Contract Ends

**Renewal for a further period with mutual consent of the company and employee
Consolidated Review Analysis to be submitted before travel**

Mahesh 16/04/2024