شركة مهارة للموارد البشرية
Maharah Human Resources company

EMPLOYMENT CONTRACT

Reference: eMigrate/H2303723/PT5957449/ February 20, 2018

This contract is signed between the 1st Party (Employer) and the 2nd Party (Indian Employee).

1st Party
Employer : MAHARAH HUMAN RESOURCES COMPANY
eMigrate Registration Number : FE5207939
Address : Ground Floor Al Oula Tower, King Fahad Road, Riyadh - 111578, SAUDI ARABIA
City : Riyadh
Company Registration Number : .....
Contact Numbers : 966-011-920009633
Mobile Number :
Telephone Number : .....
Email Address : info@maharah.com

2nd Party
Employee : RAJESH KUMAR SIVARAJAN
Address in India : KALARIKKAL PATHIYOO EAST KEERIKKAD PO ALAPPAUZHA KALARIKKAL ALAPPUZHA KERALA INDIA-690508
Passport Number : H2303723
Date and Place of Issue : 2009-01-09 COCHIN
Job Role(As per eMigrate) : Driver
Job Designation as on Visa : Driver

This contract comes into effect from the date the second party joining the first party as employee. Both the parties agrees as under:

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1. As of the effective date of this agreement, the Second Party shall work for the First Party in accordance with the terms of this agreement and of ..... any supplements thereto, as ..... at the Head Office or branches of ..... or in any organization associated or in-cooperation with it.
2. This agreement shall become effective as of the date on which the Second Party arrives in Saudi Arabia, stated at the bottom of the last page hereof and shall be in force for a period 24 months renewable for another period of ..... years under the same terms and conditions unless either party expresses his desire in writing not to renew this agreement at least 30 days in advance of the date of completion of the contract.
3. The First Party shall pay to the Second Party, during the latter's performance of his duties, a monthly salary of SR 1900.0 only.
4. The First Party will provide free suitable accommodation with furnishings to the Second Party.
5. The First party will provide to the Second Party free food (three meals daily).
6. The Second party shall be entitled to an annual vacation of ..... days after each twelve months of continuous service under this Agreement Salary for vacation shall be paid in advance.
7. Free medical treatment shall be provided by First Party as per Saudi labour Law.
8. The First Party shall bear the cost of transportation of the Second Party from India to Saudi Arabia by air(economy class) for the latter's incoming trip before the effective date of this Agreement and his return after its termination accompanied by ..... and ..... .
9. The First Party shall bear all fees pertaining to residence, passport, entry and exit visas as well as cost of transportation of the Second Party on a round trip at economy class air fare accompanied by ..... and ..... between ..... and ..... where the Second Party shall spend his vacation once after each of one /two years of uninterrupted service.

10. The Second Party shall bear all kinds of taxes for which he is liable under the provision of the laws and regulation in force in the Kingdom of Saudi Arabia.
11. The employment of the Second Party, under the present agreement, in respect of all matters relating to working hours, weekly rest, sick leave, causes of absence, injuries, disability and death, and as regard termination of services and compensation due to the Second Party in the form of an end-of-service award as well as in all matters for which this agreement does not contain a specific provision, shall be governed by provisions of the labour and workman's law in force in the Kingdom of Saudi Arabia, which provisions shall constitute the only terms of reference which either party can invoke.

12. The Second Party must observe all the rules, regulations and instructions issued by the First Party, and must so conduct himself as to avoid anything that would detract from his reputation or the reputation of the First Party . The Second Party must also abide by all general and local laws and regulations in force within the territorial boundaries of the Kingdom of Saudi Arabia
13. The Second Party shall have no right to directly or indirectly perform any job or service, or engage in any commercial activity except as assigned to him by the First Party as long as this Agreement is in effect.
14.The Second Party agrees to depart from the Kingdom of Saudi Arabia immediately upon termination of this agreement by either party in accordance with its term except if he remains in the Kingdom with the agreement of the First Party and the authorities concerned.
15. This agreement may be terminated in any of the following cases:

(i) At any time by a 30 days written notice from either of the two parties or immediately upon serving such notice and after making to the other party a payment of wages in lieu of the notice period of 30 days.
(ii) By the First Party without need for any notice or cash payment in lieu thereof or award of compensation by reason of any infractions committed by the Second Party determined by the Labour and Workman Law in Article 83 thereof.

(iii) By the First party in the course of the first three months which shall be considered a probation period under the provisions of the law in which case the First Party will bear the cost of the transportation of the Second Party .
16. In case of death of Second Party in Saudi Arabia while employed with the First Party in terms of this contract it would be the responsibility of the First party to dispatch the dead body and personal belongings to his next of kin in the country of his origin.
17. Both parties acknowledge that this Agreement cancels and supersedes all agreements prior to the date thereof, if any, and after the Execution of this agreement neither party shall claim to have any right privilege, or benefit other than those mentioned herein. Exception is however made in respect of the Second Party's right, to an end-of-service award and unutilised annual vacations up to the date of execution of this Agreement.
18. The First Party acknowledges that it shall be fully responsible for payment of death compensation including blood money, on behalf of the Second Party should the latter be held guilty of causing the death of the third party and is required to pay any compensation, including blood money, to the next of kin of deceased .

19. This agreement has been drawn up in triplicate, one copy for each party, and the third copy to be kept in the Second Party's file with the First Party all copies having been signed by the two parties in acknowledgement of their agreement to the contracts therof in the presence of the witness for its execution.
20. This employment contract will be the only valid contract, and any subsequent contract entered into between the employer and employee in substitution of this contract will have no validity vis-à-vis this agreement.
21. A representative of the Indian Embassy in Saudi Arabia can visit camp sites of Indian workers to inspect living and working conditions and their welfare.
22. Either party can terminate this agreement any time before its expiry by giving 30 days notice to the other party.

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Marvin S. Atienza
.....

Signature of 1st Party
MAHARAH HUMAN RESOURCES COMPANY

.....

Signature of 2nd Party
RAJESH KUMAR SIVARAJAN

.....

Signature of Indian Recruitment Agency
(if Applicable)

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