



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AL 242157

SERVICE CONTRACT AGREEMENT

THIS SERVICE CONTRACT AGREEMENT ("Agreement") is made at Kolkata on this 17th Day of December, 2022 (Two thousand and twenty two)

BETWEEN

Mr. Avyay Kayan, [PAN: CDMPK6730Q] son of Mr. Abhishek Kayan, residing at - 49 A/1 Tollygunge Circular Road, New Alipore, Police Station - New Alipore, Kolkata- 700053, herein after referred to as "EMPLOYEE" (which expression, unless repugnant to the context or meaning thereof, shall be deemed to include his legal heirs, representatives, successors) of the ONE PART

AND

M/s Radiant Financial Services Ltd, [PAN: AABCR5113K] a company incorporated under the Companies Act 1956, having its registered office at P-355, Keyatala Road, Police Station - Lake Police Station, Kolkata - 700029, hereinafter referred to as EMPLOYER (which expression unless repugnant to the meaning or context thereof.

For Radiant Financial Services Ltd.

Abhishek Kayan
Managing Director

07 DEC 2022

P. K. Datta
Notary
Regn. No.: 1101/2018
GNJM's Court
38 J. Beantallah Street
Kolkata - 700 001

Continued on Next Page.....

Avyay Kayan

07 DEC 2022

P. K. Datta
Notary
Regn. No.: 1101/2018
GNJM's Court
38 J. Beantallah Street
Kolkata - 700 001

07 DEC 2022



shall be deemed to include its authorised representatives and permitted assigns of the
OTHER PART

WHEREAS the Employee is desirous of and has agreed to undergo Training in Finance, Management and Economics as part of his employment, to enhance his knowledge and expertise (herein after referred to as "Training in Finance, Management and Economics". The Employer has agreed to sponsor the Employee to undergo the "Training in Finance, Management and Economics" which shall include:-

- i) Tuition fees
- ii) Accommodation Charges
- iii) Boarding & Lodging Expenses
- iv) Travelling and Ticket Expenses

For imparting such "Training in Finance, Management and Economics" to the Employee, the Employer would incur cost approximately at about USD 100,000 per year for a period of **FOUR** years.

AND WHEREAS the Employee is aware that the Employer would be spending substantial amounts of money, time and resource on account of the "Training in Finance, Management and Economics" and that the Employee has assured the Employer that he shall diligently attend and shall successfully complete the "Training in Finance, Management and Economics".

AND WHEREAS in Employee in consideration of the Employer sponsoring and meeting the costs and expenses of the "Training in Finance, Management and Economics", further agrees and assured the Employer that he will serve the Employer in for a minimum period of 5 (FIVE) years upon completion of his "Training in Finance, Management and Economics" (herein after referred to as "the Service Period") and in the event of Employee failing to fulfil / abide by the obligations undertaken by him hereunder, shall compensate the Employer for all costs and expenses incurred by the Employer towards his "Training in Finance, Management and Economics" as stated herein after.

For Radiant Financial Services Ltd.

Manish Kataria
Managing Director

Anurag Kataria

Notary
Regn. No.: 1101/50
GNLN's Court
78/3, Bhandarkar Street
Delhi - 700 001

7 DEC 2022



~ 3 ~

AND WHEREAS the parties desirous of reducing the terms of the Agreement in writing.

NOW THEREFORE THIS AGREEMENT WITNESETH AS FOLLOWS:

1. That the Employee is desirous of and has been selected to undergo the said "Training in Finance, Management and Economics" and The Employer hereby agrees to provide the said "Training in Finance, Management and Economics" to the Employee on the terms and conditions set out herein below.

2. In consideration of Employer imparting "Training in Finance, Management and Economics" to the Employee, the Employee undertakes to serve the Employer for the Service Period.

3. The Employee hereby confirms that he has reviewed and understood the policy of the Employer, and the rules and regulations applicable thereto and hereby undertakes to comply with and be bound by the said Policy and rules regulations and any amendments thereof at all times. The Employee understands that the Policy is subject to change without notice and constitutes a part and parcel of the general policies of the Employee, and any breach or violation thereof would constrain the Employer to take suitable disciplinary action against the Employee.

4. The Employee hereby assures and undertakes that he shall complete the "Training in Finance, Management and Economics" diligently and successfully and also undertake to serve the Employer for the Service Period after completion of the said "Training in Finance, Management and Economics".

5. That it is hereby agreed by the Employee that the Employer may without in any way impairing it's rights against the Employee under this agreement, may at its discretion alter, interrupt or stop the "Training in Finance, Management and Economics" in the event the Employer receives any adverse reports regarding the progress of "Training in Finance, Management and Economics" of the Employee or of regarding his health and/ or undesirable conduct on behalf of the Employee. In such an eventuality, the consequences mentioned in para 6 and 7 shall follow.

6. Any action by the Employee: a. Failing to complete the "Training in Finance, Management and Economics" for reasons other than ill health, provided that such ill health is not result of his own neglect, carelessness or misconduct regarding which the certificate of the Medical Officer nominated by the Employer

For Radiant Financial Services Ltd.

Manishu Kay
Managing Director

Arjun Kay

P. K. Datta
Notary
Regd. No.: 1101/AB
Gandhi's Court
3/3 J. Bhattacharya Street
Calcutta - 700 001

107 DEC 2022



shall be conclusive, or failing to complete the said "Training in Finance, Management and Economics" for any other reasons beyond the control of the employee. b. Not conforming to or complying with the instructions regarding the said "Training in Finance, Management and Economics", work and discipline conveyed to him by or on behalf of the Employer. c. Refusing to serve the Employer for the service period after the completing of the "Training in Finance, Management and Economics" period. d. Failing to observe the rules and regulations governing the terms and conditions of the said "Training in Finance, Management and Economics" and / or the employment.

7. The employee agrees and undertakes that in the event he fails to successfully complete the "Training in Finance, Management and Economics" or discontinue rendering services to the Employer for the Service Period or otherwise fail to fulfil / observe the terms and conditions of this Agreement or takes any action which may be deemed to be in violation of the terms of this Agreement, he shall pay to the Employer on demand and without any delay, demur and protest, a sum stated hereunder:

Before completion of 50% Service Agreement Period	100% of the Entire Training Cost incurred by the Employer
After completing 50% but before completion of 75% of Service Agreement Period	50% of the Entire Training Cost incurred by the Employer
After completion of 75% of Service Agreement Period	25% of the Entire Training Cost incurred by the Employer

8. The employees obligations to the Employer shall be deemed to have been lawfully discharged, only upon payment of the above sum hereto the Employer.

9. The Employer hereby accepts and acknowledges that the above sum is a genuine, fair and reasonable estimate of the costs that shall be incurred by the Employer and loss that shall be suffered by the Employer in the event the Employee ceases / fails to continue rendering services to the Employer in violation of the undertakings furnished by the Employee herein and the Employee hereby undertakes not to dispute payment of this amount.

10. The Employee hereby further confirms and accepts that in the event the Employee fails to make the aforesaid payment to the Employer in terms of this Agreement, the Employer shall be entitled to retain or adjust all or any sums that may be payable to the Employee by the Employer without prejudice to any further legal rights that the Employer may have against the Employee to recover the above amount, for the costs and consequences of which the Employee alone shall be liable.

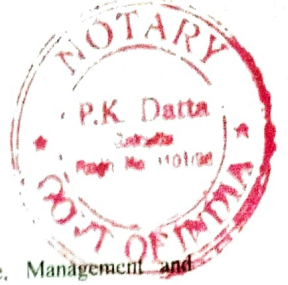
For Radiant Financial Services Ltd.

Abhishek Kany
Managing Director

Anur Kany

P. K. Datta
Notary
Regd. No.: 1101/98
Calcutta's Court
7-B, Sardarshah Street
Calcutta - 700 001

07 DEC 2022



11. During the period of "Training in Finance, Management and Economics" the Employee shall be continued to be entitled for Salary @ Rs. 75,000/- per month. However, upon successful completion of this "Training in Finance, Management and Economics" the Employee shall be entitled to an amount of Salary and Perks Per Annum Cost To Company as mutually agreed between Employer and Employee. The Employer hereby further confirms and accepts that this amount so determined above subject to 100000 USD per year for a period of 4 years shall be paid on an annual basis to the Employee as an Interest free Loan which shall be recoverable from him after successful completion of his training which shall commence after his 4 years of education plus 2 years of moratorium period and shall be adjusted with his salary amount to be determined then.

12. It is also agreed by and between the parties that any disputes and claims arising in connection with the Agreement may be referred to arbitration in pursuance of the Arbitration and Conciliation Act, 1996. The matter shall be referred to the Sole Arbitration appointed by the General Counsel of the Employer. The venue of the Arbitration will be Kolkata and the parties also agree to submit themselves to the exclusive territorial jurisdiction of courts at Kolkata.

13. All communications between the Employee and the Company shall be deemed to have been effectively served if addressed to the following addresses:

For Radiant Financial Services Ltd.

Manidev Kay
Managing Director

For Radiant Financial Services Limited
Authorised Signatory

Avyay Kayan
Avyay Kayan
Employee's Signature



Identified by me
Tina Das
TINA DAS
Advocate
Regn No. - F-1322/21

Signature Attested by me
Identification of Advocate
P.K. Datta
P. K. DATTA
Notary

07 DEC 2022

P. K. Datta
Notary
Regn. No.: 110192
C.M.M.'s Court
7 & 3, Bankishan Street
Calcutta - 700 004