

FULL AHEAD MARINE & OFFSHORE PRIVATE LIMITED.

Office No. 306, Town Centre II, Village Sahar Cargo, Andheri – Kurla Road, Andheri East, Mumbai-400059.

RPSL-MUM-162031**CONTRACT OF EMPLOYMENT**

This contract of employment is BETWEEN

SHIP OWNER (EMPLOYER) AJR WB1 PRIVATE LIMITED Office No.803/804, Shelton Cubix, 8th Floor, Plot No.87, Sector 15, CBD Belapur, Navi Mumbai - 400614

AND

EMPLOYEE

NAME	AMIT KUMAR	INDOS	04GL3683
DOB	28/11/1985	PLACE OF BIRTH	NASHIR PUR, UTTAR PRADESH.
PASSPORT NO.	C3214684	CDC NO.	CH 103463
VESSEL	AJR WB1	IMO No.	9099327

The said Employee to be employed in the rank of MASTER on board of such vessel that the Employer shall nominate. The Employee shall be on 3 (+/-1 Months) Tenure Owner's option.

The terms and conditions are as follows:

AA) 1. REMUNERATION:

PARTICULARS	AMOUNT IN INR
BASIC SALARY	21,000.00
LEAVE BASIC PER MONTH	6,300.00
OT	13,650.00
SPECIAL ALLOWANCE	8,925.00
PF@12% OF BASIC	2,520.00
Gratuity@ 8.33% of basic	NA
OTHER ALLOWANCE	397,605.00
GROSS WAGES	4,50,000.00 (FOUR LAKHS FIFTY THOUSAND ONLY)

OWNERS SHARE PF	2,520.00
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Note: 1. Owners share of PF @ 12% of basic = 2,520.00

2. 10% TDS shall be deducted at source and deposited to government department.

Form 16A shall be provided for the same.

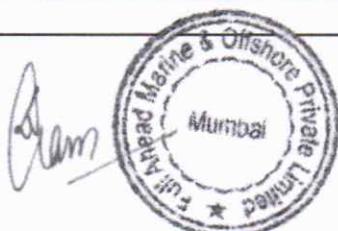
Wages shall commence from the date of joining / signing on the vessel along with other allowances.

2. The Employer will reimburse against your application of expenses towards joining expenses. In addition to the above, actual visa fees, airport tax, including transport of the seafarer's personal effects up to the amount agreed with the Ship manager subject to instructions of the Employer and other legal claims (if any) will be reimbursed against the vouchers / actual receipts towards the expenses incurred.

3. IN General –Seafarer agrees to be employed under this Agreement for Indian Seafarers dated which he has read and understood and other terms under this contract shall apply. Which he has read**BB) DEDUCTIONS:**

The following will be deducted from your on-board salary towards the following:

PARTICULARS	AMOUNT IN INR
CASH ADVANCE	NIL
UNION MEMBERSHIP FEES	NA
OTHERS	NA
TOTAL	NA



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C) CASH ADVANCES ON BOARD

All seafarers will be allowed to draw cash advances up to the amount of their earnings standing against their name at Manager's discretion, on instructions of the Owner. At no time his accounts will run into negative balance. As far as possible the company will Endeavour to make advances available in U.S Dollars.

DD) ALLOTMENT

The Employer will provide the facility of sending one monthly allotment without any extra cost to the seafarer. In order to facilitate transfer of any monies to your account, you are requested to open an account with NA bank in Mumbai. The Ship manager subject to instructions of the Employer will assist you in opening of such account. You may leave the necessary instructions with the Bank for transfer of monies as required by you.

EE) BALANCE OF WAGES

As far as possible, the company will pay your balance of wages in Indian Rupees (INR) prior to your signing off the vessel. However, in the event of currency restrictions prevailing in that port, the Employer will pay you in local currency if you desire so. If in exceptional circumstances, funds are not available on board or with agents, the Employer will settle your Balance OF Wages within a month by remitting same into your nominated bank account provided by you to the Master prior signing off.

FF) PROBATION PERIOD

During your first contract with the Employer, the first tour of duty or 1st Month whichever higher will be considered as probation period. In case a seafarer is promoted on board during his contract, the first Three months after the promotion will be the probation period. The Company may at its sole discretion terminate the service of the Employee with or without cause under the agreement at any time during probation period.

GG) TAXATION

You will be responsible for all personal taxation whether of an income or capital nature, which may be levied upon you from time to time.

HH) MEDICAL ATTENTION, SICK PAY, DEATH AND DISABILITY COMPENSATION.

1. The Employer will pay all the medical expenses from the date of commencement of the contract till the time of your repatriation to your hometown for any sickness contracted or injury received while upon the employer's business, provided it was not self-inflicted or due to your own fault or negligence. An officer repatriated to their port of engagement, unfit as a result of sickness or injury, shall be entitled to medical attention (including hospitalization) at the Company's expense in the case of sickness for up to 130 days after repatriation, subject to the submission of satisfactory medical reports.

In the case of injury, for so long as medical attention is required or until a medical determination is made in accordance with Death & Disability Clause concerning permanent disability. Proof of continued entitlement medical attention shall be by submission of satisfactory medical reports, endorsed by Employers Doctor.

2. Compensation of loss of life: In case of death of seafarer due to an accident while serving on board or while travelling to or from vessel on employer's business or due to marine peril, the Employer will pay to his immediate next of kin a compensation as per this contract.

3. Disability Compensation: If a seafarer due to no fault of his own meets with an accident while working on board or while travelling to or from the vessel on Employer's business or due to marine peril and as a result his ability to work is reduced, the Employer will pay him disability compensation as per this contract.

II) DENTAL /OPTICAL TREATMENT

Cosmetic dental work will not be paid by the Employer. Spectacles are to be on the seafarer's own account. In the event of spectacles being broken during service, replacement will be on Employer's account (Subject to suitable onboard log entry)

JJ) LOSS OF PERSONAL EFFECTS

In case of loss or damage to personal effects, as a result of wreck or loss due to standing or abandonment of vessel, or as a result of fire, flooding or collision, payment of compensation will be made in accordance with the prevailing practices of the marine industry, not exceeding an amount of USD 500

KK) TRAVEL

At all times seafarers will be flown Economy class/3rd AC/Sleeper. Any extra baggage expense incurred over and above the allowed weight by the operator will be paid by the seafarer. The terms and conditions of insurance cover, as applicable during the service on board a vessel would apply from time to time of the seafarer's departure from Delhi/Mumbai (Home Country) to join the vessel and up to his return to Delhi/Mumbai (Home Country). This cover is subject to conditions under repatriation clause of the agreement.



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LL) DOCUMENTS

Seafarer will be required to carry all his documents in original which are considered necessary for service on board the vessel to which he is being assigned. Any expenses that the Employer may incur due to the officer not having compiled with the above will be chargeable to the officer. Without limiting the extent, such documents will mean to include:

Passport with validity of not less than 1 Year having at least 2 blank pages for any required visa

International vaccination certificate in respect of YELLOW FEVER and other specific requirement.

Certificate of competency.

Certificate of course which are mandatory as per STCW'95 / STCW 2010 convention.

Certificate for any additional training, which the seafarer may have attended.

MM) DRUG & ALCOHOL

Consumption and carriage of drugs and or alcohol in any form is prohibited on board our vessels.

Breath analysing will be conducted at gangway prior to boarding the vessel at the time of joining and if joining crew found to be intoxicated, his contract will be terminated immediately as per Company's Drug and Alcohol policy.

Breath analysing will be conducted on a regular basis at the discretion of the Employer on a regular basis and in the event of violation of Company's Drug and alcohol policy the employee's contract will be terminated immediately.

Employer will not defend employee's personal and professional liability for infringements or damages caused by him under influence of drug and or alcohol. In addition, he will bear all repatriation costs incurred.

NN) HEALTH, SAFETY AND ENVIRONMENTAL PROTECTION POLICY

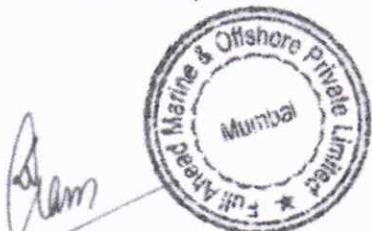
Seafarers attention is drawn to the Manager's policy on Health, Safety and Environmental protection policy to give priority to occupational health, ensure safety at sea, prevention of human injury or loss of life, prevention of pollution, avoidance of damage to the marine environment, preservation /conservation of our environment and continual improvement in health, safety and environmental performance.

OO) EARLY TERMINATION OF CONTRACT

TERMINATION OF CONTRACT:

- A. The Contract (whatever may be the Contract date or period of embarkation) shall be terminated without compensation in the following cases:
- (I) In case of judiciary sale or change of nationality of the vessel.
 - (II) In case of total loss or absolute non-navigability of the vessel caused by ship-wreck or other unforeseen circumstances.
- (III) In case of reduction of work force due to a decrease in the scope of work.
If the Service Contract is terminated for any of the above reasons, the Employee shall be repatriated to the contracted place at the expense of the Company and all benefits under this contract shall be paid on pro-rata basis.
- B. The Company at its absolute discretion may instantly terminate the Contract of Employment and furthermore the Employee will lose all rights to claim the benefits available under Clause HH (Medical Attention, Sick Pay, Death & Disability Compensation), Clause VV (Health & Disability Compensation) in the event of the following occurring:
- (I) Disobedience including refusal to serve on any vessel owned by the Company or chartered to the Company. Inability or unwillingness to perform duties in a satisfactory manner
 - (II) Drunkenness or substance abuse. Use of alcohol or narcotics is strictly prohibited on board any vessel and ashore.
 - (III) Bringing on board, or attempting to bring on board narcotics or alcoholics beverages or other medication which may impede performance
 - (IV) Selling, or attempting to sell any item of vessel's or charterer's stores, equipment, fittings, fuel, cargo or other property without the permission of company
 - (V) Theft, attempted theft, or unlawful possession of any items of vessel's stores, equipment, fittings, fuel, cargo or other company or customer property
 - (VI) Conduct prejudicial to good order and discipline. Failure to ensure safe operation of the vessel to which assigned.
 - (VII) Negligence or incompetence, failure to behave in sober and efficient manner, gross misconduct
 - (VIII) Misrepresentation or concealment of any fact material to this agreement or to the medical examination required herein
 - (IX) Disclosure of any information relative to the business affairs of the company, its operations or its customers to anyone except those employees of the company who may be authorized to receive such information.
 - (X) Theft, fraud or carriage of contraband.
 - (XI) Bringing or attempting to bring on board the vessel, any unauthorized person or persons
 - (XII) Conduct that tends to discredit the company or interfere with the efficient conduct of its business;
 - (XIII) Failure to prohibit a non-employee from trespassing, solicitation or distribution of literature;
 - (XIV) Unauthorized absence from the ship at the time of her departure.
 - (XV) Contravention of Local Laws of the country in which the vessel is operating, violation of Environmental regulations or Failure to abide by rules and regulations of the company or Charterers.
 - (XVI) *Sabotage.*
 - (XVII) Failure to maintain current license and/or document of his classification or for providing fraudulent certificate.
 - (XVIII) Self-inflicted harm or injury by the Employee and suicide of the Employee.
 - (XIX) Revealing of wages and / or terms of employment conditions to any third party
 - (XX) Racist behaviour.
 - (XXI) Any acts which directly or indirectly result in Clause [OO - B] (I to XX).

If the termination of Contract occurs under one of the above-mentioned cases, the Company shall pay the Employee only his salary entitlement up to the date of such termination of service.



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C. (I) The Company may at its sole discretion terminate the service of the Employee with or without cause under the agreement at any time during the Probation Period – Clause FF.

(II) After the expiry of the aforesaid period either of the parties may terminate this contract of employment with or without cause by serving one month written notice. Employee will however, continue to serve on board till a suitable relief is available.
In such a case, should the Employee desire to leave the Company then the Employee shall bear his repatriation expenses, whereas if the Company serves notice then the Company shall bear his repatriation expenses.

In both the cases, Employee will be paid his entitlement under this Contract on pro-rata basis.

PP) SUPERIOR CERTIFICATE/ADMINISTRATIVE ALLOWANCE

Superior certificate/Administrative allowance has already been included in the wages

QQ) NEW BUILDINGS—SUPERVISION/OFFICE BRIEFINGS/TRAINING COURSES

During the period of your employment, you may be required either to attend to building inspection of new ships or ashore attend training courses including office briefings prior to joining vessels as required by the company.

RR) CERTIFICATION AND EQUIVALENT LICENSES

During the period of your employment, you may be required to sail or serve on vessels of any type under any flag within normal trading limits without extra pay. The Employer may assist you in making application and obtaining foreign licenses or certificates in order to meet vessels flag country requirements on certification of officers. All expenses in obtaining such certificates will be to your Account. The Employer will bear the cost involved in obtaining any necessary visas or permits, which may be required to allow you to enter or remain in any particular area on employer's business.

SS) SERVICE IN WAR ZONE OR RISK LIKE AREAS (AS DECLARED BY LLOYD'S)

- a. At the time of the assignment the company shall inform the seafarers if the vessel is bound to or may enter any Warlike Operations area. If this information becomes known during the period of the seafarer's employment on the vessel the company shall advise the seafarers immediately.
- b. If the vessel enters a Warlike Operation area
 - The Officer shall have the right not to proceed to such area. In this event the Officer shall be repatriated at Company's cost with benefits accrued until the date of return to his/her home or the port of engagement.
 - The seafarer shall have the right to accept or decline an assignment in a Warlike Operations area without risking losing his/her employment or suffering any other detrimental effects.

TT) PIRACY

- This employment agreement shall continue to have effect while the seafarer is held captive on or off the ship as a result of acts of piracy or armed robbery against ships, regardless of whether the date fixed for its expiry has passed or either party has given notice to suspend or terminate it.
- Where a seafarer is held captive on or off the ship as a result of act of piracy or armed robbery against ships, wages and other entitlements under the seafarers employment agreement, relevant collective bargaining agreement or applicable national laws, including the remittance of any allotments as provided in paragraph 4 of this standard MLC, shall continue to be paid during the entire period of captivity and until the seafarer is released and duly repatriated in accordance with standard MLC A.2 5.1 or where the seafarer dies while in captivity, until the date of death as determined in accordance with applicable national laws or regulations .

UU) DECLARATION OF DRUG AND ALCOHOL

At the time of joining, you are required to give a declaration that you are not an alcoholic or a habitual user of drug except as properly prescribed by the doctors for medication. The Employer will not defend your personal liability for infringements of any drugs or drugs trafficking law. Violation of these rules may result in termination of your contract and discharged as per the Clause MM.

VV) MEDICAL HISTORY

You warrant that you will disclose or will disclose to the doctor, at the time of medical examination, true and complete information about and relevant to your past and present health status. Any continuing medication needed and surgical operation undergone must be disclosed also. If you are subsequently found to have failed to disclose the true status of health, you will be liable for all costs and expenses incurred by the employer as a consequence thereof.



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/W) DEATH & DISABILITY COMPENSATION:

The Employer undertakes to repatriate the seafarer so employed if stranded at any place as well as to look after his reasonable maintenance and to transport the mortal remains of the seafarer, if permissible under local law, in case of death. Death & disability figures to be as per following table –

	Officers	Ratings
DEATH	Rs. 50 (Fifty) lakhs	Rs. 40 (Forty) lakhs
DISABILITY	Rs. 55 (Fifty Five) lakhs	Rs. 45 (Forty Five) lakhs

Death & Disability Compensation for officers as per prevailing MUI – INSA AGREEMENT

Death & Disability Compensation for ratings as per prevailing NMB

If a seafarer dies through any cause whilst in the employment of the Company including death from natural causes and death occurring whilst travelling to and from the vessel, or as a result of marine or other similar peril, but excluding death due to wilful acts, the Company shall pay the sums specified as below to a nominated beneficiary. If the seafarer shall leave no nominated beneficiary, the aforementioned sum shall be paid to the person or body empowered by law or otherwise to administer the estate of the seafarer. The Company shall also transport at its own expense the body to seafarer's home where practical and at the families' request and pay the cost of burial expenses. Where the death has occurred at sea the repatriation of the body shall be carried out at the next scheduled port of call, subject to national legislation and as quickly as possible

XX) Signing this contract, binds you to sign the appropriate articles of the ship to which you may be appointed from time to time by the employer and it also defines that all claims arising from this contract are subject to prevailing marine rules/regulations.

YY) All maintenance and overhauls on board our vessels is to be carried out by ship's staff. Ship's staff will be responsible for cleanliness and tidiness of their own cabins. Ship's staff will be responsible for assisting in all barge operations / maintenance as per Client's requirements.

I hereby confirm that I have read and fully understood the foregoing terms as well as terms & conditions at the time of my appointment and further that I voluntarily agree to those terms and will comply therewith in every respect.

Signature of seafarer

Date

Name: AMIT KUMAR

Authorised Signatory



(For FULLAHEAD MARINE & OFFSHORE PRIVATE LIMITED
Acting for and on behalf of AJR WB1 PRIVATE LIMITED.)

Date