This agreement is made on 24th day of May, 2022

**BETWEEN**

Sanskar Technolab Private Limited, herein after referred to as “**the Company”**

**And**

Ms. Rutika Amitbhai Rathod having permanent address at: Sherdi 362640, Ta. Manavadar, Dist. Juanagadh, Gujarat, India, herein after referred to as the “**Employee**”. The Company and the Employee are herein after referred to as the **“Parties”.**

**Whereas,** the Company is desirous to provide the Employees with the specialized “SOFTWARE DEVELOPMENT TRAINING PROGRAM” training (herein after referred to as “**Training Program”)** at the Company’s cost, to enhance the skills of the Employee and with the intention that the Company will thereafter be able to make productive use of the services of the Employee;

**Whereas**, the Employee recognizes that the Company shall expend considerable time, expenses, resources in providing the Training Program, as better described in this Agreement;

**Whereas**, the Parties agree that the Employee shall provide the Company with an undertaking with respect to their continued employment with the Company or recovery of costs of training in case of cessation of employment, subsequent to the completion of the Training Program.

Therefore, the Parties, intending to be legally bound, agree as follows:

IT IS AGREED BETWEEN THE PARTIES:

1. That, the Company had provided the Employee with the option of enrollment in the Training Program which has been voluntarily accepted by the Employee on terms and conditions set-forth herein..
2. That, the Company shall bear all expenses towards the Training Program.
3. That, the Training Program shall be for a period of 3 months and during the same the Employee shall be required to attend the training session in compliance with the requirements and instructions of the Company
4. That, the Employee shall be on the rolls of the Company throughout the training period to enable participation of the Employee in the Training Program.
5. That, in order to derive full benefit of the Training Program, the Employee, for the entire period during which he/she is enrolled in the Training Program, shall maintain satisfactory performance (which shall be determined in the reasonable discretion of their manager and shall take into account Employee’s participation in the Program). In addition, he / she must continue to adhere to and comply with the Company’s Business Conduct Guidelines and all rules and regulations of the Company.

6. That, the Company shall recover costs as set-forth in Clause 9 from the Employee on the occurrence of any of the following events (‘**Event’**) within the period specified in **Clause 9**:

* 1. the Employee terminates his/her contract of employment with the Company;
  2. the Employee commences employment with another employer; or
  3. the Employee violates the Business Conduct Guidelines or otherwise is in breach of this Agreement.

(4) The Company terminates the employment of the Employee for disciplinary reasons or similar cause

The recovery of the amount will also be applicable for the Employee who serves notice period within the above mentioned 3 months period.

The Employee agrees to promptly inform the management of the Company on the occurrence of any of the above events.

7. That, except as described in the repayment clause (clause 9) of the Agreement, the terms and conditions governing any payments by the Company may not be modified or amended unless such modification or amendment is set forth in writing and signed by both the Parties.

8. That, the Employee hereby agrees to be employed with the Company during the duration of the Training Program and a further period of eighteen (18) months from the date of completion of the Training Program.

9. That, the Employee is liable and undertakes to make payment to the Company upon occurrence of any Event, an amount of INR 50,000/- (Rupees Fifty Thousand only) if the Event occurs during the training period or within 18 months from the date of completion of the Training Program.

The Employee recognizes and acknowledges that the amounts actually expended by the Company for the Training Program of the Employee exceed the amounts set out in this clause 9, and that the recovery of these amounts represents a reasonable recourse available to the Company for the events listed herein above.

10. That, the Employee authorizes the Company to deduct the amount of any payment owed by the Employee from any funds that the Company may owe to the Employee at the time of his/her separation from the Company or otherwise, including, but not limited to, wages, commissions, vacation, and variable pay. If the Company deducts only a portion of the applicable amount from funds owed to Employee by the Company or the funds owed to Employee are insufficient to satisfy the amounts, the Employee shall promptly repay the balance to the Company.

11. It is clarified that, the above mentioned period relates to the continued employment of the Employee with the Company and the period of eighteen months includes any period of time that the Employee proceeds for approved leave of absence. However, if the Employee takes Leave without Pay or is on unauthorized leave during the aforementioned periods then the period of Leave without Pay or is unauthorized leave shall be added to the aforementioned periods.

12. That, the Employee agrees to the terms and conditions as prescribed by the agreement and the same shall be binding on both the parties at all times.

1. This Agreement constitutes the entire agreement between the Parties relating to the Training Program and amends and supersedes all contemporaneous and prior communications and oral or written agreements relating to the Training Program or any similar program, and shall not be construed as creating an employment contract.
2. That, in case of any disputes regarding the amounts to be paid by the Employee pursuant to this agreement, the decision of the management of the Company shall be final. Other disputes shall be referred to the Courts at Ahmedabad, Gujarat alone and no other Courts shall have jurisdiction to try the suit in respect of any claim or dispute between the Parties.
3. This agreement and the Employment Contract represent the complete agreement between the Parties regarding the subject matter thereof.

UNDERTAKING:

The Parties have understood the terms and conditions of the Agreement and are willing to perform their part of the Agreement.

The Company

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Company Authorized Signatory

Date:

Employee

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employee Signature

Date: