

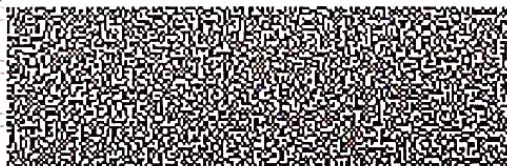
## Government of Karnataka

Rs. 20

## e-Stamp

Certificate No.	: IN-KA26831405906923U
Certificate Issued Date	: 25-May-2022 01:18 PM
Account Reference	: NONACC (FI)/ kagcs108/ KORAMANGALA
Unique Doc. Reference	: SUBIN-KAKAGCSL0880022428006348U
Purchased by	: TECH I S INDIA PRIVATE LIMITED
Description of Document	: Article 12 Bond
Description	: TRAINEE AGREEMENT
Consideration Price (Rs.)	: 0 (Zero)
First Party	: TECH I S INDIA PRIVATE LIMITED
Second Party	: RANJAN KUMAR
Stamp Duty Paid By	: TECH I S INDIA PRIVATE LIMITED
Stamp Duty Amount(Rs.)	: 20 (Twenty only)

(Twenty Only)  
सत्यमेव जयते



RS. 20

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Agreement between employer and a TRAINEE for learning skills for a Training period of 2 years.

THIS AGREEMENT is made this **25<sup>th</sup> day of May 2022 at Bangalore** BETWEEN **M/S TECH I.S. India Private Limited**, a Company registered under the provisions of the Companies Act, 1956 and having its registered office at No.71/72, 2nd Floor, Jyothi Nivas College Road, 5th Block Koramangala, Bangalore-560034 and Head Office at No.71/72, 2nd Floor, Jyothi Nivas College Road, 5th Block Koramangala, Bangalore-560034, hereinafter called "the Company", which

Ranjan K.  
Dhananjay Kumar

H. J. ...



**Statutory Alert:**

- 1 The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding Corporation of India Ltd. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
- 2 The onus of checking the legitimacy is on the users of the certificate.
- 3 In case of any discrepancy please inform the Competent Authority.



expression shall unless repugnant to the context or meaning thereof, mean and include its successors and assigns, of the one part, and Mr. Ranjan Kumar son/daughter of Mr. Dhananjay Kumar age 26 years, residing at Sakhouri Ward-07, Golma, Saharsa, Bihar - 852107 hereinafter called "the trainee" which expression shall unless repugnant to the context or meaning thereof, mean and include heirs, executors, administrators, and assigns of the other part.

WHEREAS the trainee has sought an opportunity of skill training and after successful completion of training for Two (2) years with the Company.

AND WHEREAS for the growth of the Trainee, the Company is interested to provide him training as per training arrangements within its Company and its other units in India so that he/she could improve his/her career prospects.

AND WHEREAS both the parties have discussed the modalities and implications including respective rights and obligations and have decided to execute an agreement with the following:

#### TERMS AND CONDITIONS

1. The Company has agreed to impart training to the trainee within its company and its subsidiary units or associate company(s) in India for a period of two years from the date he/ she starts his/her training.
2. The Company agrees to pay the trainee a stipend/CTC of Rs.27,000/- (Rupees Twenty-Seven Thousand Only) per month during the 1<sup>st</sup> year of the training period and Rs.34,500/- (Rupees Thirty-Four Thousand Five Hundred Only) per month during the 2<sup>nd</sup> year of the training period (Stipend/CTC inclusive of insurance, food, travel, night shift, other allowances, other statutory parts, and others), and one-time fixed Ex-gratia of Rs.1,64,000/- (One Lakh sixty-four Thousand Only) will be paid only on completion of 2 years training (at that time Trainee should be with the company) payable to trainee under the said Agreement and the letter of appointment and mentioned stipend/CTC/Ex-gratia is subjected to statutory deductions as per the applicable laws.
3. Be it clearly understood and agreed by the trainee that he/she will sincerely devote his/her whole time for obtaining training while in the premises of the Company by adhering to the punctuality and regularity beside abiding by the instructions and directions by the Management and its Trainer/senior, as providing training and, under no circumstances, he/she will give any cause of complaint to the trainer or any other officials or executive of the Company while he/she is being imparted training. In case there is any complaint by the Trainer or any other official of the Company as providing training about the conduct of the trainee, this Company reserve the right to terminate the training arrangement with the trainee without any notice or any payment thereof and in that

Ranjan Kumar  
Dhananjay Kumar

H. S. S.



eventuality, the trainee will pay liquidated damage of Rs.4,00,000/- (Rupees Four Lakh only)

4. The trainee will carry on his/her training faithfully and adhere to the rules and regulations, office orders including attending the Training sessions/seminar or any other events related to training as assigned by the Trainer/Company and in case of any dereliction, deviation or negligence on the part of the trainee, he/she will make himself/herself liable for violation of this agreement whereby he/she as well as his/her surety will become liable for refund of all the money as incurred and/or paid to him/her by this Company towards his training assignment.
5. The trainee will maintain a daily diary and record all the important aspects pertaining to his/her training and the progress of the training shall be notified to the Management of his/her Company through e-mail or any other mode as assigned by the Company.
6. During the tenure of training, the trainee will neither apply nor seek any employment in any other Company in India or abroad since this arrangement has been made with the trainee with a clear understanding that on the completion of the training at the cost of the Company, the trainee will sincerely and faithfully serve the Company for a specified period of one year and in case of any violation or creating circumstances which will compel the Management to dispense with the arrangement, the trainee along with his/her surety, will reimburse all the expenditure as incurred by the Company and the decision of the Management in this respect will be final and will not be questioned or contradicted by the trainee.
7. The Company reserves the right to curtail or extend the training period of the trainee at its discretion besides that the Company can shift the trainee from the present Company to some of its other unit or subsidiary company.
8. The trainee shall, on completion of his/her successful training, shall further faithfully serve the company for a period of specified period of one year. During the said period, the trainee shall not seek employment or enter into employment with any other Employer, or actively engage or be employed in any other business or similar business as that of the Company. The failure of the trainee to serve the Company as aforesaid shall be a breach of this Agreement for which the company will be the sole judge and the trainee will be liable for all its legal consequences.
9. If any time during his/her employment, the trainee is found guilty of misconduct or any willful neglect of work or dereliction of the duties and/or non-compliance of the instructions given to him/her from time to time by the Company, it may without any notice put an end to and determine the training period of the said trainee with the Company and in such eventuality, it shall be deemed that the trainee has brought about such a situation by his/her misconduct in compelling the Company to put an end to

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his/her services and the Trainee shall, therefore, continue to be liable for all losses/damages to the Company.

10. The Company shall not ordinarily terminate the services of the trainee during the continuance of the agreed tenure except for the reasons mentioned in the preceding paragraph(s) but when it becomes necessary to dispense with the services of the trainee, the Company shall give one months' notice or pay in lieu thereof to the trainee, and the Company shall not claim any refund of the amount which it has spent on his/ her training.
11. The trainee shall be liable to pay to the Company, by way of liquidated damages, a sum of Rs.4,00,000/- (Rupees. Four Lakhs only) if he/she fails to complete period of training (2 Years) referred to herein above or brings about a situation by committing misconduct compelling the Company to terminate his/her training period/services. It is hereby agreed and declared that the loss that will be suffered by the Company on this account cannot be ascertained in terms of the money and the sum calculated as aforesaid is reasonable compensation for the breach that may be caused by the trainee.
12. That in case the Trainee will commit any kind of misconduct, prejudicial to the interest of the business/reputation of the Company, or contrary to the provisions of the Rules, Regulations and Standing Orders of the company, and services of Trainee are dispense with the Company by the Company under the compelling and unavoidable circumstances, the trainee and his/her surety, jointly and severally, shall be liable to pay liquidated damages of Rs.400,000/-(Rupees. Four Lakhs only) without any question or determination of its quantum.
13. All the terms and conditions of the training as contained in this Agreement besides rules and regulations applicable and the Standing Orders of the Company, shall remain in full force and operation, save and except to the extent the same is contradictory to the terms of this Agreement and to that extent terms of this agreement contained herein shall prevail.
14. Upon the termination of the training/employment of the trainee during the period of this Agreement whether by the Company for reasons stated in the preceding paragraph(s) or upon termination of employment by the trainee, he/she shall not, for a period of two years calculated from the date of his/ her separation from the Company, undertakes not to carry on either alone or in partnership or as employed with any other concern or be interested directly or indirectly in any capacity whatsoever in the business of or in any other business carried on by the Company on the date of such determination.
15. The trainee shall provide one person of solvent status to furnish agreement in the sum of Rs. 400,000/- (Rupees. Four Lakhs only) towards surety for the due performance of this Agreement. The Company will be at liberty to proceed against the surety directly, without proceeding against the trainee for recovery of sums due from the trainee under this agreement. The trainee undertakes to make the Surety aware of and agreeable to any

Ranjan K.

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*[Signature]*



change in this Agreement made by the trainee and the Company mutually. Notwithstanding what has been stated in above changes if any, made in this Agreement between the trainee and the Company mutually shall be binding on the Surety whether he is informed of the changes or not so long as his liability to damages are not increased beyond what has been agreed upon by him/her.

16. Any notice, memo or other communication required by either party shall be effective and shall be deemed to be received,
- (a) Upon delivery when delivered by hand. (Refusal to receive any communication will amount to 'delivered')
  - (b) Upon deliver, if sent by courier.
  - (c) Sent by certified or registered mail/speed post to the address as mentioned hereinabove.
  - (d) Upon delivery if sent to the email address mentioned on the agreement
  - (e) Upon SMS and / whatsapp sent on the mobile contact number provided by either of the parties.

It will be duty of the parties (Trainee and the Company) to initiate in writing to the other party, whenever there is any change of address, mobile No. or email id. In the absence of acknowledgement or signature of the other party or such intimation by the party concerned, no such change will be presumed, and notice serve on the recorded address will be deemed to be delivered at correct address of the addressee.

17. The trainee undertakes not to disclose or divulge to any person any information concerning the Company's business or finances or any of its dealings, transactions or any other matters which may come to his/her knowledge by reason of his training/employment, aforesaid, except so far as is necessary and proper in normal course of his duties, service and employment. Also, the trainee shall disclose fully to the Company such inventions, discovery, process, improvement or data while on training and deliver to the Company all papers, working drawings, statistics, formula and specifications relating thereto.
18. The trainee shall not, during or after the termination of this Agreement, canvass, solicit, interfere with or entice away person, who shall at any time during the continuance of the Trainee's employment hereunder have been in the employment and/or in the business relations with the Company.
19. In case, a dispute or difference arises, between the parties about the terms and conditions of this agreement or pertaining to any other conditions of service, and if both the parties to the dispute fail to get the dispute settled themselves, then any of the parties shall have a right to get the dispute settled under the Arbitration and Conciliation Act, 1996, including any statutory modifications, amendments, re-enactments thereof from time to

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time by reference to a sole arbitrator, to be appointed by the Director of the Company, to decide the disputed matter. The award of the Arbitrator shall be final and binding on both the parties. Such arbitration shall be conducted in English language. Arbitration proceedings will be conducted in Bangalore. The fees and other incidental expenses incurred by the Arbitrator for conducting proceedings shall be borne by both the parties in equal share.

The Courts alone at Bangalore will have exclusive jurisdiction in all matters connected with this Agreement.

IN WITNESS WHEREOF, the parties hereto have set and subscribed their respective hands on the day, month and year first above written.

Trainee

Ranjan K.

Mr. Ranjan Kumar

For TECH I.S. India Private Limited

K. Saravana Bhava K  
Saravana Bhava K  
Director



Witness:

1. Saravanakumar Sivanantham

Bangalore  
HR Manager

Saravanakumar Sivanantham

2. Rakesh DS

Bangalore  
HR Executive

Rakesh D S