

THIS AGREEMENT made at Pune on this \_\_\_\_ day of \_\_\_\_\_, two thousand and \_\_\_\_\_, between Coditas Solutions LLP, a limited liability partnership incorporated under the Indian law (hereinafter referred to as “Coditas” or “Company”) and having its corporate office at X13, Konark Campus, Viman Nagar, Pune 411014 of the First Part and

\_\_\_\_\_ S/o D/o W/o \_\_\_\_\_  
\_\_\_\_\_ aged \_\_ years, an \_\_\_\_\_ nationality residing at \_\_\_\_\_

**Signature of the Employee**

**Signature of the Surety**

\_\_\_\_\_ and having permanent address at \_\_\_\_\_  
\_\_\_\_\_ (hereinafter referred to as "Mr./Ms.  
\_\_\_\_\_") of the Second Part and

AND WHEREAS Dr./Mr./Miss/Mrs. \_\_\_\_\_ residing  
at \_\_\_\_\_ have agreed to stand as surety  
for the said Mr./Ms. \_\_\_\_\_ (hereinafter referred to as "The  
Surety")

AND WHEREAS the Company and the said Mr./Ms. \_\_\_\_\_ have  
agreed to the terms and conditions hereinafter mentioned, which would be enforced in the  
event of the breach of the agreement.

IT IS NOW HEREBY AGREED AS UNDER:

1. Coditas is involved in the business of Software Development, Consulting and Support Services – offering services both in India and abroad, which requires its employees to possess the specialized skill set that can be acquired through special training and/or specific on the job training ("Training"); whereas the Training involves considerable expenditure – both direct and Indirect, financial and unliquidated – related to faculty, computer time, support facilities, Salary of Mr. /Ms. \_\_\_\_\_ while under Training. This Training substantially improves the professional standing of Mr./Ms. \_\_\_\_\_ and it has been imparted by Coditas at considerable expenditure as an investment. Coditas expects a commitment (elaborated below) from the employee to recover its expenditure or seek a penalty for non-fulfillment of the same.

2. The said Mr./Ms. \_\_\_\_\_ agrees that he/she shall serve the Company faithfully and diligently for a period of 12 (twelve) months (excluding Leave without pay period and/or unauthorized absence, if any) from the date of joining Coditas.

3. During employment with Coditas Mr./Ms. \_\_\_\_\_ shall not be employed by or perform consulting or other services for any other business entity or party. In case Mr./Ms. \_\_\_\_\_ is found to do so, your employment with Coditas shall be liable for termination.

4. The said Mr./Ms. \_\_\_\_\_ agrees to pay to the Company liquidated damages 50% of the offered/payable CTC + GST post offer in the event of his/her voluntarily resigning from the services of the Company or violating the terms of this agreement before expiry of the bond period and the said Mr./Ms. \_\_\_\_\_ further agrees that the amount of the liquidated damages payable as aforesaid shall be deemed to be a debt due by him to the Company.

5. The Company reserves the right to terminate, dismiss or discharge the said Mr./Ms. \_\_\_\_\_ if in the opinion of the Company, the said Mr./Ms.

**Signature of the Employee**

**Signature of the Surety**

\_\_\_\_\_ is found to be inefficient or incompetent in the discharge of his/her duties or for dishonesty, fraud or any misconduct or for the breach of the rules and regulations of the Company or for any circumstances which in the opinion of the management of the Company warrant such action and the decision of the Company shall be final and binding.

6. The said Surety Dr./Mr./Miss/Mrs. \_\_\_\_\_ residing at \_\_\_\_\_ provided by Mr./Ms. \_\_\_\_\_ shall be a near relative/person in order of preference and hereby guarantee the repayment of the debt due by the said Mr./Ms. \_\_\_\_\_ in accordance with the provisions of this agreement and agree and undertake that he/she shall be liable to the Company for the repayment of the said debt in the event of the said Mr./Ms. \_\_\_\_\_ failing to repay the debt to the Company on demand. It is hereby further mutually agreed and declared that the said Surety Dr./Mr./Miss/Mrs. \_\_\_\_\_ not be discharged or released from the guarantee by any arrangements made between the said Mr./Ms. \_\_\_\_\_ and the Company with or without the assent of any of the said Surety or by any forbearance whether as to payment time, performance or otherwise.

As a token of the consent, he/she has signed this agreement as Surety:

Signed by Surety: \_\_\_\_\_

Dated this: \_\_\_\_\_

Signed and delivered by Mr./Ms. \_\_\_\_\_

Accepted for and behalf )  
of Coditas Solutions LLP )  
by their Constituted Attorney )

**Signature of the Employee**

**Signature of the Surety**

### Surety Verification

This is to certify that I, Dr./Mr./Miss/Mrs. \_\_\_\_\_ (Name of the Surety) am standing surety for Mr./Ms. \_\_\_\_\_ (Name of the Employee) who is my \_\_\_\_\_ (Relationship). Mr. /Ms. \_\_\_\_\_ (Name of the Employee) has joined Coditas Solutions LLP On \_\_\_\_\_ (Employee's date of joining) and executed an agreement on \_\_\_\_\_ (date of execution of this Agreement). In the event that Mr./Ms. \_\_\_\_\_ (Name of the Employee) does not fulfill the terms of the agreement, I stand guarantee and will be liable to the liquidated damages as stated above. My permanent address is as follows:

Name (of the Surety):

\_\_\_\_\_

Address (of the Surety):

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

Phone (of the surety):

\_\_\_\_\_

(With country and area code)

(Signature of the Surety)

(Signature verification by competent authority)

**Signature of the Employee**

**Signature of the Surety**