

## TRAINING AGREEMENT

THIS TRAINING AGREEMENT entered on this 22 day of September, 2021 between **TRANTOR SOFTWARE PRIVATE LIMITED** having its registered office at Plot No G-9 Rajiv Gandhi IT Park, Chandigarh, hereinafter referred to as Company which expression shall unless repugnant to the subject or context shall mean and include its successors and assigns

AND

Surya Singh Sawan, an employee or a third-party contractor and or an Intern of TRANTOR SOFTWARE PRIVATE LIMITED, residing at H.No-22, Jagiwada, Deharodun hereinafter referred to as Employee which expression shall unless repugnant to the subject or context shall mean and include all beneficiaries of the said employee

- A. **WHEREAS** the Company is engaged in the business of IT Services.
- B. **WHEREAS** the Employee or a third party contractor and or an Intern has been appointed in the Company project or training activity as Intern on 22 Sep-21 as provided in his/ her appointment letter or letter of intent to hire post training completion.
- C. **WHEREAS** the Employee or a third-party contractor and or an Intern acknowledges and accepts that his/her appointment in the Company has been made solely on the basis of his/ her competency as he/ she has successfully completed and cleared the Company's selection procedure with the required qualification requirements. The employee accepts and undertakes that he/ she has not made any kind of payment to the Company/Vendor for his/ her appointment in the Company nor any such amount would be payable in the future.
- D. **WHEREAS** the Employee or a third-party contractor and or an Intern is required to undergo a period of specialized technical training for meeting the business requirement of Trantor Software Private Limited. This period would initially involve extensive training for imparting the required level of skills, for effectively carrying out the official responsibilities assigned to the Employee
- E. **WHEREAS** the Company would incur significant expenditure in training the employee or a third-party contractor and or an Intern and the employee acknowledges that such substantial cost invested on him for training would enhance his knowledge and skill and would add value to his career prospects.
- F. **WHEREAS** the Company is agreeable to equipping the employee or a third-party contractor and or an Intern with the said training and to make all arrangements and incur all the expenditure on the training.
- G. **WHEREAS** the Employee or a third-party contractor and or an Intern hereby agrees to undergo the specialized training subject to the terms and conditions of the Agreement.

**NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS AGREED BETWEEN THE COMPANY AND THE EMPLOYEE AS UNDER**

1. The Employee or a third-party contractor and or an Intern acknowledges that substantial costs have been invested on him for training him specifically for



effectively handling the job responsibilities and, any discontinuance of the employment before the expiry of the **Eighteen months** term would unfairly prejudice the Company, and, as such, the Employee or a third-party contractor and or an Intern undertakes not to leave the services of the Company, for any reason whatever, for a minimum period of **Eighteen months** from the date of his/her joining the services of the Company.

2. In case the Employee or a third-party contractor and or an Intern , for any reason, leaves the services of the Company before the said period of **Eighteen months**, then he/she shall forthwith pay a sum of **Rs. 2,50,000/-**(Rupees Two Lakhs Fifty Thousand Only) being the indemnification of the cost of training to the Company. The Employee undertakes not to dispute the amount, and shall pay the amount, before requesting for formal relieving order from the Company & at the same time company has full right to initiate appropriate legal proceeding against the Employee.
3. The said employee or a third-party contractor and or an Intern shall not during the period of this agreement work directly or indirectly in any similar trade or business either as employer or partner or advisor or in any other capacity.
4. The Company has full right to transfer, suspend or terminate the employment of the Employee or a third-party contractor and or an Intern in case if he/she breaches any of the above provisions and is found to be dishonest to the Company at any moment of his/her employment. Further the Company can withhold the Salary or/and Experience letter of the said Employee until the final clearance of the matter.
5. The Employee or a third-party contractor and or an Intern for a period of **two years** immediately following the leaving of his/her employment with the company, will not for himself or on behalf of any person or business enterprise engage in any business activity which competes with the Company
6. In the event of employee or a third-party contractor and or an Intern leaving the Company, he will not approach or hire the existing employees or the companies customers of the company for his own Company or for the establishment he is working.
7. In the event the Company is constrained to proceed against the Employee or a third-party contractor and or an Intern for the recovery of its dues under this Agreement, the Company shall be entitled to reimbursement by the Employee of all costs including attorney's fees incurred by the Company in such proceedings.
8. Any notice or other communication required or permitted to be given between the parties under this agreement shall be given in writing at the following address or such other addresses as may be intimated from time to time in writing.

**Company's Address** G-9 Rajiv Gandhi IT Park Chandigarh



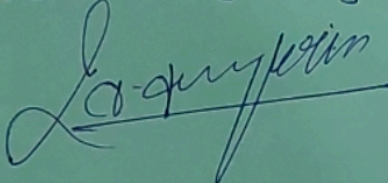
**Employee's or a third-party contractor and or an Intern**

**Address** H.no-22 Phase 1, Jogiwala, Dehradun.

9. If, for any reason, a court of competent jurisdiction finds any provision of this Agreement, or portion thereof to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.
10. Any amendment or modification of this agreement will only be binding if evidenced in writing signed by both the Company and the Employee
11. All disputes arising from the terms of the agreement shall be subject to the jurisdiction of Chandigarh Courts only.

IN WITNESS WHEREOF, ON THE DAY AND YEAR FIRST ABOVE WRITTEN THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT IN DUPLICATE AND EACH PARTY SHALL RETAIN AN ORIGINAL.

**Witnesses:**

Ravindra Singh Sajwan  


**Company:**

M/s Trantor Software Private Limited  
Plot No G-9, Rajiv Gandhi IT Park, Chandigarh

**Employee or a third-party contractor and or an Intern:**

Name Suzay Singh Sajwan  
Address H.no-22 Phase 1, Jogiwala, Dehradun, Uttarakhand  
Employee Code

Signature 