

Agreement forming part of our Employment offer

This Agreement is entered into this the 5th April 2021, between **Intellect Bizware Services Private Limited**, a Company registered in India, having its registered office at Technocity, 6th Floor, Plot No. X-5/3, Opp.M.B.P. Mahape M.I.D.C., Navi Mumbai - 400 710, Maharashtra, India (hereinafter called the ‘**Company**’) and **Mr. Darshan Nitin Kokadwar** an Indian inhabitant residing at Ganesh Nagar, Jintur, Parbhani Maharashtra- 431509 , , India and having permanent address at Ganesh Nagar, Jintur, ParbhaniMaharashtra- 431509,, (herein after referred to as “Employee”) of the other part

WHEREAS

- A The Company has selected the Employee for the position of SAP ABAP Associate, which would initially involve on job training of Three months for imparting the required level of skills, for effectively carrying out the official responsibilities assigned to the Employee.
- B The employee, as part of the consideration for the training efforts and costs involved, agreed to sign a bond for not leaving the services of the Company for a minimum period of **2.5** year from the date of your joining the services of the Company.
- C The Employee, on joining the Company, undertook to stay in employment of the Company for a minimum period of **2.5** year, & three months notice period to the Company.
- D In case you wants to leave the on job training imparted, the Company would charge the cost of training amounting to **Indian Rupees Three lakhs only (Rs.3,00,000/-)** from him.
- E The Employee undertakes to undergo the training methodologies, as may be required, and understand the job responsibilities, so that the same are carried out in an effective manner.

NOW THIS AGREEMENT WITNESSETH AS BELOW:

1. The Employee acknowledges that substantial costs have been invested on your for training your specifically for effectively handling the job responsibilities and, any discontinuance of the employment before the expiry of the **2.5** years term would unfairly prejudice the Company, and, as such, the employee undertakes not to leave the services of the Company, for any reason whatever, for a minimum period of **2.5** years from the date of your joining the services of the Company.
2. In case the Employee, for any reason, leaves the services of the Company before the said period of **2.5** year , then you shall forthwith pay a sum of **Rs.3,00,000 /- (Rupees Three Lakhs 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. You are giving us your cheque which is of your personal account given by _____ Bank with Cheque No. _____ for the amount of Indian Rupees Three lakhs only (Rs.3,00,000/-), which will be returned to you upon successfully completing interrupted bond period of 2.5 year
3. You 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. You shall be just and faithful to the Company in all matters and shall not at any time except under legal process, divulge to any person whosoever and shall use your best endeavors to prevent the publication or disclosure of any trade secret or any business process or any confidential matter or information concerning management decision of the Company or of its dealings, transactions, or affairs which may come to his knowledge.
5. Any dispute or difference arising out of this Agreement shall be resolved through Arbitration. The sole Arbitrator, appointed in consultation with parties shall conduct such Arbitration. The venue shall be in Mumbai.
6. However, Company has full right to transfer, suspend or terminate your employment in case if you breaches any of the above provisions & founds dishonest to the Company at any moment of your employment also Company can with held the Salary or/and Experience letter of the said until the final clearance of the matter. In case company willfully discontinues the employment then this agreement stands void and the employee is not under the obligation of this agreement and its terms.
7. In witness hereof the parties have executed this Agreement on the day and date mentioned above at Navi Mumbai.

1. INTELLECT BIZWARE SERVICES PVT. LTD.

Intellect Bizware Services Pvt. Ltd.

Head Office
6th Floor, Technocity, X-5/3, Mahape,
Navi Mumbai 400710. India

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2. EMPLOYEE - Mr. Darshan Nitin Kokadwar

Witness:

Date. 5th April 2021

Place: Navi Mumbai

Head Office
6th Floor, Technocity, X-5/3, Mahape,
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