



Registration and Stamp Department Madhya Pradesh



Certificate of Stamp Duty

E-Stamp Details

E-Stamp Code 01011701052021000813
Total E-Stamp Amount 500
Govt. Stamp Duty (Rs.) 500 Municipality Duty (Rs.) 0
Janpad Duty (Rs.) 0 Upkar Amount (Rs.) 0
Exempted Amount(Rs.) 0
E-Stamp Type NON-JUDICIAL
Issue Date & Time 01/05/2021 14:24:54
Service Provider or Issuer Details HARSHA GAYKWAD/SP011743209201500165
SP/SRO/DRO/HO Details 676/9 NEHRU NAGAR ATAL DWAR MAIN ROAD INDORE INDORE INDORE

Deed Details

Deed Type Agreement or Memorandum of an agreement
Deed Instrument If not otherwise provided for- Five hundred rupees.
Purpose Agreement

First Party Details

Organization Name ECCENTRIC SOLUTION AND SERVICES
Address 711, SHEKHAR CENTRAL, 7th FLOOR MANORMAGANJ AB ROAD, PALASIASQUARE
INDORE M.P. INDORE Madhya Pradesh INDIA
Number of Persons 1

Second Party Details

Organization Name FREELANCER
Address G-19, PRIME TRADE CENTER, 14 SIKH MOHLLA JAIL ROAD, INDORE M.P.
INDORE Madhya Pradesh INDIA
Number of Persons 1

Agreement

Digitally signed by HARSHA
GAYKWAD
Date: 2021.05.01 14:24:57
IST



AGREEMENT FOR FREELANCE DATA TRANSCRIPTION

This Agreement executed **03-05-2021** between **INDIA TECHNOLOGY** Having its Register Office at -
Head Office: 711, SHEKHAR CENTRAL INDORE MANORAMA GANJ INDORE Madhya Pradesh India. PINCODE:-452001

(Herein after referred to as 'the Party **Kamana Dutta**, 99, vivakananda Road, po. Robindra Nagar, Kolkata- 700065 herein after referred to as 'the Party of the Second Part) .

WHEREAS the Party of the First Part is engaged mainly in Outsourcing of IT enabled Services and To deliver Data Entry and Transcription and allied Activities and Other Ancillary Activities Associated there with an Organization engaged in providing data to you end clients and data entry related line of work. And executing such work Outsourced, through Delivery Partners.

AND WHEREAS the Party of the First Part is bound by time schedule set by the Delivery Partners and that its reputation is built upon speedy and accurate transcription and requires the said party to deliver accomplished work within shortest span and with desired accuracy the First Party has entered with a firm launching its new **BANKING PORTAL** and has represented itself that it has an expertise in the area of providing **MARKETING (Banking)**/ Presently it is in a position to procure the business for form filling more meaningfully described in the column Scope of Work, through their principals. **AND WHEREAS** the Business Associate is engaged inter alias, in the business of providing a wide Spectrum of software solutions & services. The Business Associate has acquired the necessary expertise and developed the requisite skill base and Infrastructure for successful execution of Form Filling Projects.

Whereas, the Second Party is an individual and a Freelancer who is willing to provide its services to the Job Portal Company, via medium of First Party in relation with IT & all data related work which is to be provided by the First Party

This Agreement represents the business Agreement and operational understandings between the parties and shall remain in effect for a period of 30 DAYS from the date of execution hereof or from the date of providing the first data whichever is later & can be extended for the period as mutually agreed upon, for the purpose.



NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

It is hereby agreed between the Parties as under:

1.1 That both the Parties has decided with sweet will and free consent to work together for gains.

1.2 The purpose of Parties behind this Agreement is to work for gain in relation to the Freelance services.

1.3. That the First Party is Ruling out on survey for banking purpose digitally/non digitally /Free Lancers and is focused to provide its services to the Partners/Associates (M/s INGBJOB.):

2. Scope of Work: The original data will be available on the work environment software provided by INGB JOBS at the time of signup. Business associate are required to feed the provided data in the provided software as per the guidelines. Data supply and preservation of the output file is done online on real time basis. the party of the first part is collecting is collecting data for banking formalities of our end clients for that they are ruling out on survey for the data by typing in company's portal the employee of the YCLSL SOLUTION AND SERVICES are also working on this project those person are qualified in their work and fulfill the company requirement the company will pay for them according to terms & condition.

The data surveying duration will be for one year from 2021 to 2022.2.1

2.1) The First Party shall provide details of the FORMS through the login credentials shared through SMS Or Email.

2.2 The Second Party further Represents to the First Party, the time for the Completion of the said data entry related services as mentioned in this Agreement, shall Commence Immediately upon logging on the portal OR if the Commencement Date is mentioned in the said Communication, from such date, and it shall Continue to Access its said Portal/E-Mail as provided in the Records of the First Party, as frequently as necessary for the said Purpose..

That the Second Party agrees to pay Rs. 6000 as charges for membership, Portal charges, GST and other applicable charges in case of failure to submit complete workload or to provide workload on time with desired accuracy. This membership will include Jobs Vacancy information in Pan India through our Social Media platform.

2.3 That in lieu/consideration of the above Fees/charges, the first party will provide agreement which will be valid for 1 month but project duration will be 5 days as mentioned. It also pertinent to mention here that one project will contain 500 FORMS in one project .

2.4 That the First Party will give 500 FORMS in PDF or any other image format on the Company's Portal. On the Portal itself, the details of the work of data processing are provided, which will clearly mention the details, as in what & how is to be processed.

a) Payment to be made maximum within 5 days of each calendar month, from the QC report, which will be given usually within 5 days of submission of the work.

b) That the First party gets all these FORMS from INGBJOB (END CLIENTS).

c) In case of any dispute second party must contact to the first party and if they are unable to resolve their problem, they can proceed legally. Second party can communicate through SUPPORT@INGBPROJECTION.COM or on customer care numbers provided.

3. Plan Details: Second party will get 500 forms for 5 days. Per form rate will be Rs. 35/-.(a). No initial payment is required to be given by second party.(b). After getting the accuracy report of having 90% above accuracy, your payment will be processed within 7 international working days in to your respective bank account. An accurate form is that which doesn't have any error such as spelling/punctuation/extra space/extra text/missing text.(c). In the matter of failure, non-submission, accuracy below 90% then company is entitled to receive amount of Rs. 6000* by any cost from the second party. If in case second party uses multiple login then penalty will be Rs. 999/-. If second party passes and achieves the accuracy of 90% or above, then amount will be deducted from his work payment and remaining shall be paid.(d). The charge of Rs. 6000* is related to service, development and maintenance cost of the platform where he is working online.

Technical clause:

- Helpline department will support you in only 10% queries from the whole project.
- For example: if you have taken the 500 pages/forms plan, then helpline dept. is liable to give reply only 55 pages/forms queries of 10% of whole project.
- Work will automatically get Submit in 48 hours.
- No use of any shortcut keys while typing in terminal else you will be responsible for the same.

4. TIMEFRAME FOR COMPLETION OF TRANSCRIPTION: The Second Party shall complete the services of the said Data entry work in Seven (5) days TAT period, i.e., maximum 500 FORMS can be completed within a period of 5 days. The Second Party alone shall be responsible for the maintenance of Hardware and Personnel for such timely services and no excuse of whatsoever Nature shall be entertained for delay in Supply of services, since Time is the Essence of this Contract.

5. DURATION OF THE CONTRACT: The Present Contract shall be in force for 1 month membership. The said Contract shall come to an End at the Expiry of the said Period and may be renewed by Mutual Consent and on such Revised Terms agreed between the Parties and on Payment of Processing Charges for another Project by the Second Party.

ID Allocation:Business Associate will get single id to work on and Business Associate can work 24X7 on this id.

TAT (Turn Around Time): Turn around time for completing the project is mentioned in the schedule. The Business Associate through this agreement guarantees the delivery of work within stipulated timeframe with desired accuracy.

6. SERVICE CHARGE: If Business Associate fails to fulfill terms and conditions mentioned by Client, then Business Associate have to compulsory pay penalty amount of 3999* to stop legal proceedings within 12 hours. In the matter of fact failure, not submitted the Client is entitled to receive penalty amount by any cost. If Business Associate achieves accuracy then Business Associate will not be liable to pay the penalty amount. If Business Associate fails in achieving accuracy, then Business Associate has to pay the penalty according to the selected plan as a liability.

WHY SERVICE CHARGES?

- We offer 24*7 helpline options on website.

- We offer day time customer care call support.
- Email support
- Job consultation charges.
- Stamp paper and agreement preparation charges.
- **Charges will be deducted from the payment once accuracy is achieved.**

7. Confidentiality :

a) 'Confidential Information' refers in this Agreement to any information - technical, commercial or of any other nature (including any information regarding the identity of a customer of First party and all other information attributable to the customer's business or systems) - regardless of whether or not such information has been documented, with the exception of information that is or becomes publicly known other than by the Second Party's breach of the provisions of This Agreement.

b) The Second party undertakes not to use Confidential Information or other information, such as software, etc., obtained within the scope of this Agreement for any other purpose or in any other context than to carry out its specific assignments under this Agreement. Furthermore, the Second Party is prohibited from using Confidential Information obtained within one specific assignment under this Agreement in order to carry out another specific assignment under this Agreement, unless otherwise expressly agreed within the scope of the latter assignment.

c) The Second Party undertakes under this Section that this shall also apply to the Second Party's employees, Associates and consultants. The Second party shall ensure that such employees or consultants that are likely to come in contact with Confidential Information sign separate /confidentiality undertakings on the same terms and condition.

8. TERMS OF PAYMENT AND COMPENSATION:

The Payment Terms for each of the Plans shall be as Under:

The payment for every FORM will be INR 35 but achieving 90% accuracy is compulsory for this payment and compensation. If you will achieve accuracy below 90% then INR 5 will be given per accurate FORMS but completion of project is mandatory.

The Entire such Payment Payable by the First Party to the Second Party, shall be made within maximum 5 days of the Receipt of the Accuracy Report.

In each plan the payment shall be made only for the accurate data processing of FORMS. Any Inaccurate data processing will not qualify for the payment regardless of number of errors found in that page, more or less

9.DETERMINATION OF ACCURACY:

The accuracy will be determined per data processing of FORMS. If any Mistake is found such as spelling error, Punctuation error, Extra Word, Missing word, Extra Space, Space Missing, Extra Enter or Enter Missing, then that form will be considered as Inaccurate FORMS and hence if accuracy falls below 90% then no payment shall be processed. The Test of the Accuracy shall be made by a determining Centre appointed by the Party of the First Party's Associate/Partner (FORMS filling) and the Report of such Accuracy subject to procedure outlined below, would be Final and Conclusive, with no room for Disputing the Veracity of the same by the Party of the Second Part.

10. PROCEDURE FOR GENERATION OF ACCURACY REPORT :

The Determining Centre personnel shall check all the data processing of FORMS. After an error is found in a particular FORM the Centre personnel shall list that as inaccurate and start checking the next FORM. All the errors in the whole FORM will not be shown in the Accuracy Report. Once all data processing of FORM are checked, the final Accuracy Report shall be generated.

11. TECHNICAL SPECIFICATIONS FOR DATA RELATED WORK:

The Font used in Data shall be 'default font of portal' Size default, irrespective of the Font used in the IMAGE.

No 'Justification' of Transcribed Text shall be made.

The Data shall be an Exact Replica of the FORMS in terms of a Split in a Word or the End of a line. Accent Characters shall be typed as Normal Characters.

Transcribed text shall be in its normal Style – 'Bold' or 'Italics' shall not be used.

Shortcut keys and the character mapping should not be used.+

All the fields in the forms should be typed, any field should not be left blank.

NO grammatical rules should be applied.

Give one space between two words if applicable in the data.

12. Severability:

The various provisions of this "Freelance services Contract" are severable and if any provision is held to be invalid or unenforceable by any court of competent jurisdiction then such invalidity or unenforceability shall not affect the remaining provisions of this Services Agreement. A FORM will not be edited after 48 hours of submission on the portal. It will be locked till the submission date.

13. Dispute Resolution, Governing Law and Arbitration: a) This Agreement shall be governed by laws of India. Any dispute arising in relation to this Agreement shall first be resolved through amicable way i.e. amicable talks and then arbitration under the Arbitration & Conciliation Act, 1996.

b) The First Party shall notify an Arbitrator to the Second Party. Provided that none of such arbitrators shall have represented or had a business connection with the First Party previously.

c) The arbitration shall be held in Indore Madhya Pradesh and conducted in English language. Every order of the arbitrator shall be justified by reasons in writing.

d) Notwithstanding the foregoing, the First Party shall be entitled to obtain such injunctive or equitable relief as may be necessary by any court of competent jurisdiction including any court having jurisdiction over a place where the Second Party is having presence.

14. WAIVER:

The Second Party expressly undertakes to submit as per the timeframe and accuracy clauses and should the Second Party fail in either of the said parameters, in terms of not achieving Minimum Accuracy for each stage of work as set out in the Schedule herein, or delivering the same beyond the timeframe set out elsewhere herein, it expressly undertakes that the said submission shall have to be reworked entirely and that the Second Party does not have any rights whatsoever on the said submission and expressly waives any rights thereupon.

That this Agreement has been drafted upon the facts and instructions furnished and with free consent & will of both the Parties. Both the parties have read and understood the contents of this Agreement prior to the execution of the same.

IN WITNESS, WHEREOF the Parties have set their hand here under,

03-05-2021

For YCLSL SOLUTION AND SERVICES

Proprietor

**PROPRIETOR
(ON BEHALF OF YCLSL SOLUTION & SERVICES.)**

CUSTOMER SIGN

(Ms.) Kamana Dutta

DECLARATION / UNDERTAKING BY THE FREELANCER

1. I hereby declare that I have read the firms Policy for Use of Computer Facilities which explains the behavior expected from the freelancer and also their obligations relating to the agreement:-

- * **Not to disclose the system password to anyone.**
- * **Not to leave my PC unattended. I would be personally responsible for its misuse of any nature when I am away.**
- * **Not to share Company's confidential information with anyone. Nor proprietary/confidential information.**
- * **I assure that the sign which is done digitally is done by me with full responsibility. I am liable to pay the portal charge, if I don't complete the task within stipulated time or with desired accuracy.**
- * **In case of any dispute I will contact on the official email ID provided by the organization i.e. supportjobs@ingbjob.com**
- * **To have my System scanned for virus once a week.**
- * **To take print out of mails only when absolutely necessary.**
- * **To always try and ensure that the attachment when required to be sent with mail share below 10MB size.**
- * **To always send documents in pdf format.**
- * **To send images, whenever required, only in JPEG/PNG format.**
- * **Not to use any type of software from any source at any time whatsoever. If required for official purpose at any time, approval from IT department will be taken in writing to make sure such software are scanned properly before use, and such software will be downloaded legally and with IT department's consensus.**
- * **Password given should be confidential.**

2. I fully agree and accept that it is my personal responsibility to adhere to the Company's I.T. Policy and any amendment / modification thereof and to comply with all of the provisions stated therein in true letter and spirit. I understand and accountable for any consequence or any misuse of system. I further undertake to abide by the I.T. Policy guidelines as a condition of my employment and my continuing employment in the Company.

I ACCEPT ALL TERMS AND CONDITION

CUSTOMER SIGN

(Ms.) Kamana Dutta

