



गुजरात गुजरात GUJARAT

BY 880995

२७.९.१६७६० 27 SEP 2019  
मनुभाई એમ. હોલા  
એ-બ્લોક, બહુમાળી વિસ્તીંગ, નાનપુરા, સુરત  
સ્ટેમ્પ વેન્ડર લા. નં. ૧૩/૩ સુરત.  
સ્ટેમ્પ વેન્ડરની સહી.....  
સહી.....

CHETAN D. DHIMAR  
ADVOCATE (B.Com.,LL.B.)  
16, Omkar Nagar, Bardoli, SURAT  
★ By Self: \_\_\_\_\_

## TERMS AND CONDITIONS/ RULES AND REGULATIONS OF COMPANY

This Agreement executed between TYPINGWORK having office at, 707, INFINITY COMPLEX, BHESTAN, SURAT, GUJARAT 395023 Herein after for brevity's sake referred to as Client, which expression shall, unless exclude by or repugnant to the context, be deemed to mean and include its permitted assigns and successors-in-interest.

Whereas the Client is engaged in the business of outsourcing the business for the IT and IT enabled services industry and whereas it has entered into an agreement with its principals (herein after referred to as 'Principals') to execute the data entry operations described in detail in the scope of work, which need to be executed through various delivery partners.

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 alia, 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.

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:**

**1. Scope of Work:** The Original data will be available on the work environment software provided by TYPINGWORK 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.

**2. Plan Details:** Second party will get 700 forms for 7 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. 3999\* by any cost from the second party. If in case second party uses multiple login then penalty will be Rs. 6499/-. If second party pass and achieve 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. 3999\* 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 700 pages/forms plan, then helpline dept. is liable to give reply only 70 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.

**3. Accuracy Report:** Client must provide adequate feedback within 5 working days for all data and on completion of quality check shall issue a quality report. Both parties agree to assure highest quality of end service. Following cycle for accuracy will be followed.

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

**5. 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. Penalty :** 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.

**7. :** Client agrees to provide formats and other information for processing the job to Business Associate at the time of providing the data.

**8. :** Telecommunication cost applicable at each end shall be borne by the respective parties.

**9. :** Business Associate will execute the data processing work provided by Client through experienced persons in such manner so as to carry out the work efficiently at minimum of accuracy needed for out files.

**10. :** This agreement represents the business Agreement and operational understandings between the parties and shall remain in effect for a period of Three months from the date of execution hereof. The clients' specifications in terms of quality and other parameters that shall be issued by the Client/their principals from time to time and acknowledged by the Business Associate shall be read with this agreement.

**11. Termination :** If Business Associate fails to submit data on time or, If Business Associate fails to maintain accuracy Client reserves the right to terminate the agreement with immediate effect. And TYPINGWORK will not be responsible for any further data and payment to the Business Associate.

If company found that there are multiple logins of a single I.D., The company will not be responsible for the corruption of the data in both online modules. And your I.D. will get terminated without any intimation.

If we find any 2 login together, 2 logout, 2 IP ADDRESS WITHOUT LOGIN, BROWSER UPGRADATION WITHOUT LOGIN, THEN THE ID WOULD BE TERMINATED.

After Delivering the report your Login id and password will get expire in 10 days.

If any kind of malfunctioning found in the work then company reserved the right to take trial of your work for a day.

If you break the company rules & regulation means your ID is get terminate company will not do any financial transaction to you.

**12. :** No modification of the terms of this AGREEMENT shall be valid unless it is in writing and signed by all the parties.

**13. Force Majeure :** If the rendition of the Form Filling Services is hampered due to earthquake, flood, tempest, civil riots or Act of God then the Business Associate shall be absolved of its obligations hereunder till normalcy is restored after the cessation of the aforementioned contingencies. The Business Associate shall likewise be absolved if rendition of the services is hampered due to a strike called by the date entry operators engaged by the Business Associate, violence or political turbulence or for any other reason of a similar nature, which is beyond the control of the Business Associate.

**14. Severability :** Unenforceability of any provision of this Agreement shall not affect any other provisions herein contained; instead, this Agreement shall be construed as if such unenforceable provision had not been contained herein.

**15. Variation :** Except as otherwise expressly provided in this Agreement, this Agreement may not be changed or modified in any way after it has been signed, except in writing signed by or on behalf of both of the parties.

**16. Dispute Resolution & Jurisdiction :** In the event of any dispute or difference arising between the parties hereto relating to or arising out of this Agreement, including the implementation, execution, interpretation, rectification, validity, enforceability, termination or rescission thereof, including the rights, obligations or liabilities of the parties hereto, the same will be adjudicated and determined by arbitration. The Indian Arbitration & Conciliation Act, 1996 or any statutory amendment or re-enactment thereof in force in India, shall govern the reference. Both parties shall appoint their respective arbitrator, and both arbitrators thus appointed should appoint the third Arbitrator who shall function as the presiding Arbitrator. The venue of arbitration shall be Surat (Gujarat). The Courts in the city of Surat shall have exclusive jurisdiction to entertain try and determine the same.

**17. :** Both the parties hereby agree neither to Circumvent or nor to disclose the identities, Information as well as the essence of the project etc of each other's/Principals, clients etc to any other Third party and neither of us will approach each other's contracts as identified from time to time.

Contact E-Mail I.D:- mahaveersolanki91@gmail.com

Business Associate Name:- mahavir

Business Associate Contact Number:- 9982177748

Business Associate Permanent Address:- 111 , kakar mohalla , modak, ramganjmandi , kota , rajasthan

Hereby, I(Business Associate) Agree That The Above Terms And Conditions Are Totally Correct/True And I(Business Associate) Accept All Of The Above Terms And Conditions And Willing To Work With TYPINGWORK According To The Above Terms And Conditions. I(Business Associate) Am Also Providing Typing Jobs My(Business Associate) I.D Proof For The Acceptance Of The Above Points From My(Business Associate) Side. Below Is My (Business Associate) Authorized Signatory As A Confirmation For The Above Points.

IN WITNESS WHEREOF the parties hereto have executed these presents on the date herein before 18-06-2020 written:

**Client:**

**For TYPINGWORK**



**Authorized Signatory**

**Business Associate: mahavir**

**Authorized Signatory**