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service agreement regarding query

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Poonam panwar

Points: 24

sir/mam
 M.B india company has send me a agreement. according to which i have paid this ammount now and now i don't want to continue with the company they are asking for more money for clearance otherwise they said they will file case against me. as i am geting through this agreement there is not mentioned about any clearance charges please guide me about this

DATA MANAGEMENT OUTSOURCING AGREEMENT
 This Agreement specifies the conditions applicable to an arrangement for performing work from Home on a regular basis. The Agreement becomes effective after all applicable documents have been online submitted via Mail and approved. The Associate agrees to remain accessible during designated work period and understands that management retains the right to require the employee to come into the regular online work-site when a business need arises. In the event of equipment failure, loss of internet connection or other system problems, client will report to the company helpline mail id, until the problem is resolved unless otherwise directed. This Agreement is made BETWEEN M.B INDIA SERVICES, having its Register Office at W/74, Bhimnagar, Aurangabad, Maharashtra 431002. Here in after referred to as first party.

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And
Mr. or M/s Poonam Panwar residing at 3, Begal, P.O. Thadiyar, Wegal, Uttarkashi, Uttarakhand - 249185. Herein after referred to as 'the Party of the Second Part')

Presently we are providing 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 online form filling & 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 ELEVEN MONTHS 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:
BOTH PARTIES ARE MUTUALLY AGREE FOR THE FOLLOWING POINTS.

1. Main Purpose: The Original data will be available online on website provided by M.B INDIA SERVICES at the time of signup. You are required to feed the provided data field wise online as per the guidelines. Data supply and preservation of the output file is done online on real time basis.
2. Compensation: For the Form Filling services rendered by the Business Associate, they shall be entitled for payment of price 20RS (INR) per form (if you achieved cut-off Above 1350)

The Business Associate shall raise invoice after completion of work with the data. The Client will pay each bill within maximum 5 international working days, from the date of issue of Quality Check report. The Invoice can

be raised through e-mail. Q.C. report will be provided in 72 Hrs. International Working Days from the date of submission.

3. Payouts: Client will provide workload of 1500 FORMS 10 days. This MOU has been signed for 1 system.

The Client will make the payment for the billing within 5 INTERNATIONAL WORKING days from date of raising the bill subject to the quality check report.

4. SERVICES: - Business Associate will get single id to work on and business associate can work 24X7 on this id.

5. Time Period for work completion: you have 10 days (include holidays) to complete the New work and Second Party has to send it to First Party. The First Party shall give an accuracy report within 72 hrs. For the New Work, after submissions as per technical specifications which are included in this agreement with accuracy parameters

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

7. Telecommunication cost applicable at each end shall be borne by the respective parties.

8. 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 90% accuracy for out files.

If you want Extra days to complete the project than you need to pay extension amount to the company.

9. This agreement represents the business Agreement and operational understandings between the parties and shall remain in effect for a period of Eleven 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.

10. Termination Clauses: - If you fail to submit data on time or, If fails to give accuracy in output files. Company reserves the right to terminate the agreement with immediate effect. And M.B INDIA SERVICES 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 and offline modules. And your I.D. will get terminated without any intimation. If we find any 2 login/ logout together, 2 IP address without login/ logout, browser upgrade/ degrade without login / logout then ID will be terminate without any prior intimation.

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

□ If you break the company rules & regulations means your id is get terminate, company will not do any financial transaction with you.

□ You have to complete all the 1500 forms and submit it while doing submission. Then only submission will be successfully done.

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

12. 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.

13. 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.

14. 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.

15. 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 Aurangabad, Maharashtra. The Courts in the city of Aurangabad shall have exclusive jurisdiction to entertain try and determine the same.

16. 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.

You have to complete all the forms and submit it while doing submission. Then only

submission will be successfully done
No initial payment is required to pay at the booking time but you must have to pay
Rs. 4900/- amount for utility and maintenance on following grounds.
(A) In the matter of fact failure, not submitted or succeed company is entitled to receive amount by any cost. If you achieve the accuracy which mentioned above, then Utility charges will be deduct from your work payment and if you fail to achieve accuracy in given timeline, then also you have to pay as a liability which describe above.
(B) This charges related to service, development and maintenance cost of the platform where you working online.
(c) If you deny paying the said amount then company will take this matter legally & all the legal expenses will be bear by your side, company is not liable for the same.
Required Accuracy by the company:
You must have to provide 90% accuracy in form filling work for 1500 forms in 10 days.
Viz Cut off forms are 1350 (In Total) –for full payment
Below cut off – you are not qualified for payment & id will be terminating by server side.
If client makes any mistake in a form that form will be rejected, likewise client have to maintain cut off or accuracy.
IN WITNESS WHEREOF the parties hereto have executed these presents on the date
hereinbefore written: Poonam Panwar
I hereby affirm by my signature that I have read this Work from Home Agreement, and understand and agree to all of its provisions. The Work from Home Agreement itself is not a contract of employment and may not be construed as one. I understand that I am accountable to all previous confidentiality agreements, policies and procedures of the company. I have read a copy of the Work from Home

Policy.

I understand all the rules & regulations which are mentioned in agreement and I am

ready to do work with M.B INDIA SERVICES

Client: Business Associate:

For M.B INDIA SERVICES For Poonam Panwar

Authorized Signatory Authorized Signatory

HELPLINE CONTACT:7359005659

HELPLINE E-MAIL ID: ff.help@ffhelpline@gmail.com

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