

NOTARIAL CERTIFICATE

S. No. 06 20 18



TO ALL MEN THESE PRESENTS SHALL COME, I B. N. SAHA duly appointed and authorised by the Govt. of West Bengal to practice as a Notary, do hereby certify that the paper writings collectively marked 'A' annexed hereto hereinafter called the paper writings 'A' are presented before me by the executant(s).

W.B.S.F.D.A of Aparna Biswas,
Block LA-10A, Sec-2, Saltlake city,
KOL-106. And Another

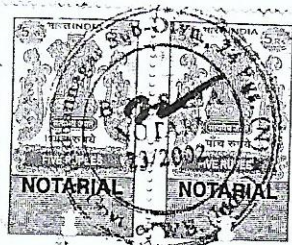
IN THE MATTER OF
AGREEMENT

hereinafter referred
as the executant(s) on this 25th Day of SEP Two thousand Eighteen

Under the execution of the paper writings 'A' on its being admitted by the respective signatories as the matters contained therein and being satisfied as to the identify of the executant(s) I have attested the execution.

AN ACT WHEREOF being required of Notary, I have granted. THESE PRESENTS as my NOTARIAL CERTIFICATE to serve and avail as needs or occasions shall or may required for the same.

IN FAITH AND TESTIMONY WHEREOF, I the said Notary, have hereunto set and subscribed my name and affixed my seal of office on this 25th day of SEP 2018



B. N. SAHA
NOTARY
Bikash Bhavan
North Block, Gr. Floor
Bidhannagar, Kolkata
West Bengal

B. N. SAHA
M.A., LL.B.
(Govt. of West Bengal)
Regn. No. 23 / 02
BIKASH BHABAN
North Block, Gr. Floor
Bidhannagar
Kolkata - 700 091
(W.B.) India
Mob. : 9830490607

25 SEP 2018

A-4
25/9/2018

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL
AGREEMENT

AA 267440

This Agreement will be effective from the 1st October, Two Thousand and eighteen.

BETWEEN

West Bengal State Forest Development Agency, a society registered under the provisions of the West Bengal Societies Registration Act, 1961, having its office at Aranya Bhawan, Block LA-10A, Sector- III, Salt Lake City, Kolkata 700 106, hereinafter referred to as WBSFDA or Society (which expression shall, unless excluded by or repugnant to the subject or context shall mean and include its successor or successors and / or assigns) of the ONE PART.

AND

Bozon Technologies Private Ltd., a company incorporated under the Companies Act, 1956 and having its registered office at, 300, Canal Street, Vijay Apartment, Flat No 10, Sreebhumi, Lake town, Kolkata-700 048, hereinafter referred to as the "BTPL" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successor or successors and / or assigns) of the other part.

WBSFDA and BTPL shall hereinafter be jointly referred to as "Parties" and severally as a "Party".

(Signature)
Member Secretary
West Bengal State Forest
Development Agency

(Signature)

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ফ্রেতার নাম

স্টাম্প ভেঙার নাম

বিসান নগর (সকলকে সিটি) এ টি বস আর

মোট স্টাম্প কয় টা

চালান নং

মোট কত টাকা খরচ

নিজস্ব কার্যক্রমের ভেঙার-মিত্র দস্ত

10 SEP 2018

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WBSFDA is responsible for disbursement of Fund for NAP, Geetanjali, Elephant Depredation etc. implementation of Projects such as RKVY, PCB, MPLAD etc. and Project preparation for RIDF for and through the different Forest Divisions hereinafter referred interchangeably as "Division" or "Forest Division" of West Bengal,

- B. At the request of the WBSFDA, BTPL has agreed to provide its appropriately trained manpower and personnel, conforming to specified qualification criteria as prescribed by WBSFDA for working in WBSFDA Headquarter at Kolkata and different divisions in West Bengal for the assignments of Assistant Accountant, Office Assistant Cum Data Entry Operator & Multitasking Staff.
- C. This agreement will be valid initially for a period of one year, which may be renewable as per needs of WBSFDA, subject to satisfactory performance and the terms and conditions contained herein.

NOW THEREFORE, the parties do hereby agree as follows: -

1. Appointment of BOZON Technologies Pvt. Ltd.

1.1 In consideration of the Parties agreeing to be bound by the covenants herein and discharging the obligations hereunder, WBSFDA hereby appoints BOZON Technologies Pvt. Ltd., to provide following personnel to WBSFDA in numbers and designations, which will be intimated in due course as and when required in writing.

- i. Office Assistant cum Data Entry operator
- ii. Assistant Accountant
- iii. Multitasking Staff

1.2 BTPL accepts its appointment by WBSFDA for the purpose of providing personnel to WBSFDA Headquarter / Divisions in such numbers and for the designations specified in accordance with the terms and conditions contained in this Agreement.

1.3 The personnel to be provided by BTPL shall meet the qualification and experience parameters contained in the First Schedule to this Agreement.

2. TERM

2.1 This Agreement shall come into force on and from 1st of October, 2018 and shall remain in force for a period of one year, unless terminated earlier in accordance with the provisions of this Agreement. This Agreement may be renewed for such further period and on such terms and conditions as the Parties hereto may mutually decide. Increments to remunerations will be at the sole discretion of WBSFDA and may be admissible to the engaged personnel as per the West Bengal Govt. Minimum wage and related circulars, issued from time to time.

Page 2 of 9

B. N. SAHA
NOTARY
Nikash Bhavan
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West Bengal

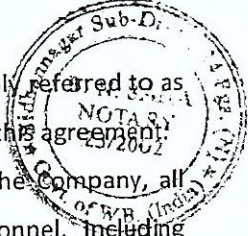
Band
Member Secretary
West Bengal State Forest
Development Agency

BOZON TECHNOLOGIES PVT. LTD.

Director
Director

25 SEP 2018

Responsibilities of BTPL



- BTPL shall provide adequately trained personnel or interchangeably referred to as "employee" having qualifications provided in the first schedule to this agreement.
- 3.2 BTPL shall pay to its employees / personnel deployed by it to the Company, all benefits as applicable under law to such employees / personnel, including payment under the Employees Provident Funds and Statutory Provisions like ESI etc. All amounts paid by BTPL to the personnel shall be reimbursed by WBSFDA as per the terms of this Agreement.
- 3.3 In the event WBSFDA is not satisfied with the conduct and / or services rendered by an employee deployed by BTPL and informs BTPL in writing of its dissatisfaction and / or an employee deployed by BTPL conveys unwillingness to continue with the job entrusted to him / her in writing, BTPL shall replace such employee within a period of 30 days from the date of notice of termination of services of such employee.
- 3.4 BTPL shall maintain all records in relation to statutory and other payments made to the personnel deployed by it to WBSFDA and shall disclose, as and when required by WBSFDA, records and authentic papers relating to the payments and deposits made in respect of employees deployed in the establishment of WBSFDA in terms of this Agreement.
- 3.5 The engaged personnel will report to the Divisional Forest Officers, i.e., DFOs of the respective Forest Divisions, where deployed, and respective officers of WBSFDA HQ as per direction of Member Secretary, WBSFDA.
- 3.6 The engaged personnel will be responsible for the charge and care of the Society's funds, goods and stores and all other property that may be entrusted on him / her and he / she will be accountable for the same. All employees engaged through BTPL shall work under the supervision of WBSFDA. BTPL shall be accountable for any kind of financial liability for any acts of indiscipline, fraud, mischievous activities, misappropriation of funds or any other offensive deed, by any contract personnel through BTPL during his / her employment period in WBSFDA. However, based on the incident, with prior intimation to BTPL, WBSFDA can take necessary steps or action against the accused contract employee as per their norms, without associating BTPL into any of its course of action.
- 3.7 All personnel provided by BTPL to WBSFDA in terms of this Agreement shall remain the employees of BTPL.
- 3.8 No personnel provided by BTPL will have any right to claim permanent position in WBSFDA or Govt. Service.

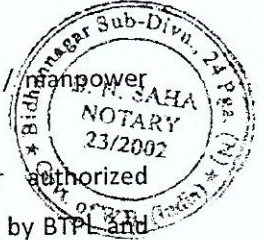
B. N. SAHA
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 West Bengal

Dandy
Member Secretary
West Bengal State Forest
Development Agency

BOZON TECHNOLOGIES PVT. LTD.
Virendra Bar
 Director

25 SEP 2018

Responsibilities of WBSFDA



WBSFDA shall impart requisite induction training to the personnel / manpower provided by BTPL in relation to the jobs entrusted to them.

4.2 WBSFDA either directly, or through the Forest Divisions or authorized representatives, shall supervise the work of the personnel deployed by BTPL and shall provide necessary guidance to such personnel in undertaking their responsibilities.

4.3 WBSFDA shall make prompt payment of the amount billed by BTPL in terms of this Agreement.

4.4 In no case WBSFDA shall approach any of the professionals deployed by BTPL, for direct appointment or shall engage them by other means including through other firms within six months of the last working day of the contract employee at WBSFDA.

5 Payment

5.1 WBSFDA shall pay to BTPL a total sum of remuneration as prescribed by WBSFDA for the personnel engaged,

Designation	Cost to Company (CTC)	Basic
Assistant Accountant	19,074.58	Rs. 13,500.00
Office Assistant-cum-Data Entry Operator	19,074.58	Rs. 13,500.00
Multi-Tasking Staff	10,824.47	Rs. 7,661.00

The Gross Emoluments / CTC are inclusive of,

- a) EPF @ 12% on Basic
- b) Administrative Charges on EPF @ 1.0% of Basic
- c) ESI (Employer Share) @ 4.75% on Basic
- d) Service Charges @ 1.99% on basic pay.
- e) GST amount as applicable from time to time as per Govt. notification.

However,

- i) The engaged personnel shall not be eligible to get Dearness Allowance or any other special Pay or Allowance etc. over and above the said consolidated amount.
- ii) No reimbursement for medicine / medical articles purchased, diagnostic test or treatment received will be allowed.
- iii) The period of the contract appointment shall not be counted as Government service for the purpose of pension or any other retirement benefits.

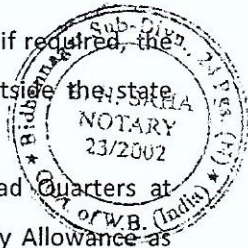
B. N. SAHA
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Bikash Bhavan
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Bidhanagar, Kolkata
West Bengal

Dand
Member Secretary
West Bengal State Forest
Development Agency

BOZON TECHNOLOGIES PVT. LTD.
V. S. Bar
Director

25 SEP 2018

place of work will be at Kolkata / different divisions, however, if required, the engaged personnel, may have to visit other places, within or outside the state (within the country) in relation to the works of the project.



v) If the engaged personnel is required to go on tour outside Head Quarters at Kolkata, he / she will be entitled to Travelling Allowance and Daily Allowance as prescribed by the office of WBSFDA.

5.2 (i) All statutory payments made by BTPL for the personnel deployed by it, including contributions to the provident fund under the Employees Provident Funds and Miscellaneous Provisions Act, 1952 and ESI shall be reimbursed by WBSFDA.

(ii) WBSFDA shall at present reimburse to BTPL Employer's share of Provident Fund as per PF applicable rates given to each contract employee. Moreover, Employer's contribution of ESIC at applicable rates shall also be borne by WBSFDA. In the event, the Employer's share is enhanced as per directives of Government during the tenure of this Agreement; WBSFDA shall also reimburse the same to BTPL.

5.3 Reimbursement of the amounts on account of GST at applicable rate or any other tax that comes into force in future, for which documentary evidence will be submitted by BTPL along with the monthly bill.

5.4 Payment shall be made by WBSFDA to BTPL against bills raised on a monthly basis by BTPL, inclusive of applicable GST. BTPL shall submit to WBSFDA its bill on or before the 3rd day of every month. WBSFDA shall make payment in relation to the bills raised by BTPL by means of RTGS within 3 working days from the date of raising of bill by BTPL.

5.5 BTPL shall enclose the challans / returns of the previous month evidencing the monthly deposit of Provident Fund contributions / ESI / GST for each person along with the bills for the next month.

5.6 Any other statutory payments like payment of Bonus as per Govt. directives, if applicable, due to be paid to personnel / man power concerned, provided by BTPL to WBSFDA.

6 Amendment

Any amendment of terms may be made by giving written representation by either party and on the basis of mutual consent which would be integral part of this agreement.

B. N. SAHA
B. N. SAHA
NOTARY
Bilash Chatterjee
North Block, Gr. Floor
Bidhannagar, Kolkata
West Bengal

Das
Member Secretary
West Bengal State Forest
Development Agency

BOZON TECHNOLOGIES PVT. LTD.
W. Ceelur Sen
Director

25 SEP 2018



Termination

7.1 WBSFDA or BTPL shall be entitled to terminate this Agreement at any time on **giving** serving of one month's prior written notice upon the other Party.

7.2 If the tenure of services of the personnel shall stand terminated as per termination clause of Agreement for any reason whatsoever, BTPL shall ensure that its employees / personnel stop working in the premises of WBSFDA. WBSFDA on termination of this Agreement has to clear all dues of BTPL within 15 days from the notice issued.

8 Arbitration

The Parties agree that any disputes with regard to the interpretation of any term of this Agreement, or with regard to any rights or liabilities of the parties arising out of any term of this Agreement, or in any way connected with the Agreement, shall be referred to arbitration under the Arbitration and Conciliation Act, 1996 to an Arbitral panel of three arbitrators, in which one arbitrator is to be appointed by each of the Parties and the third arbitrator is to be appointed by the two arbitrators so appointed. The Arbitration proceedings shall be held in Kolkata.

9 Entire Agreement

This Agreement and the Schedules to this Agreement shall constitute the entire agreement between the Parties and super cedes any arrangements, understanding or previous agreements relating to the subject matter of this Agreement. The terms & conditions of Notice Inviting Tender or, NIT will also form a part of the agreement, annexed as second schedule.

10 Notices

All notices, statements or other communication required or permitted to be given or made under this Agreement shall be in writing in the English language and delivered by hand or facsimile transmission addressed to the intended recipient at its address set forth below, or to such other address or facsimile number as any Party may from time to time duly notify to the other Party in Writing;

If to WBSFDA:

Fax: 033-23358756

Attention: Member Secretary

If to BTPL:

Fax: 033-22881884

Attention: Managing Director

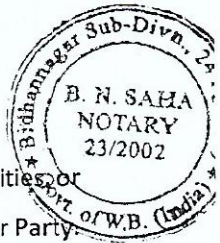
B. N. SAHA
NOTARY
Bikash Bhawan
North Block, G. Floor
Bidhanagar, Kolkata
West Bengal

Dang
Member Secretary
West Bengal State Forest
Development Agency

BOZON TECHNOLOGIES PVT. LTD.

W. Ceelur Bar
Director

25 SEP 2018



Assignment

Neither Party shall be entitled to assign its rights, benefits, privileges, liabilities, or obligations under this Agreement without the prior written consent of the other Party.

If any provision of this Agreement, is invalid or unenforceable or prohibited by law, it shall be treated for all purposes as severed from this Agreement and ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof, which shall continue to be valid and binding.

12 Jurisdiction

This agreement shall be governed and constructed in accordance with the laws of India and Courts of Kolkata shall have exclusive jurisdiction to decide any dispute arising between the parties in respect thereof, and no other Court, Tribunal or Authority shall have any jurisdiction over the subject matter of this Agreement.

13 Working Hours, Overtime, Leave

i. Working hours and holidays for the engaged personnel shall be as per the orders of Government of West Bengal. The engaged personnel will be required to work full time for 5 days in a week and will normally be entitled to weekly off days on Saturdays and Sundays, as per the order of Govt. of West Bengal in vogue.

ii. Payments for periods of less than one month shall be calculated on a calendar—day basis (One day being equivalent to 1/30, 1/31, 1/28 or 1/29 of a month as the case may be). However, if required, the engaged personnel may be called for work on holidays. Provided that, for work on any weekly off day / declared holiday, in exigency, the engaged personnel will be entitled to monetary compensation of Basic pay on prorata on calendar day basis for the same. This additional payment shall not be paid to the professionals directly, rather the same should be furnished to BTPL which BTPL shall include as compensation amount in their regular billing system for realising the payment from WBSFDA.

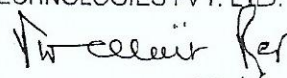
iii. The engaged personnel will be entitled to 12 days Casual leave and 10 days sick leave on Medical Ground in a year (12 months from the date of engagement and proportionate in case of shorter period of engagement), which may be availed of with prior approval of the Member Secretary, WBSFDA. For any unauthorized absence in excess of 12 days, pro-rata deduction will be made from the consolidated remuneration.

The First Schedule hereunder written.

B. N. SAHA
NOTARY
Bikesh Bhavan
North Block, Gr. Floor
Bidhannagar, Kolkata
West Bengal

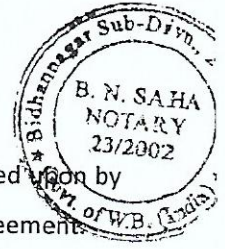

Member Secretary
West Bengal State Forest
Development Agency

BOZON TECHNOLOGIES PVT. LTD.


Director



12



Discretion: -

This agreement super cedes all earlier Agreements which is mutually agreed upon by the both parties and it valid up to **one year** from the date of signing the Agreement.

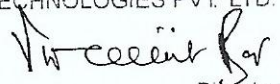
Desired Qualification and Experience of Personnel

Name of Post	Qualification
Assistant Accountant	Graduate of Commerce Stream with adequate knowledge of Computer Operation with Tally and Taxation matters.
Office Assistant-cum-Data Entry Operator	Graduate of any stream with adequate knowledge of Computer Operation, (MS Office, Word, Excel & Power Point). Knowledge of Tally is desirable but not mandatory.
Multi Tasking Staff	At least Class VIII Pass.

B. N. SAHA
NOTARY
Bikash Bhavan
North Block, Cr. Floor
Bidhanagar, Kolkata
West Bengal


Member Secretary
West Bengal State Forest
Development Agency

BOZON TECHNOLOGIES PVT. LTD.


Director



IN WITNESS WHEREOF, the Parties to these presents have hereunto signed this Agreement on _____ day, month and year first above written.

SIGNED AND DELIVERED by

Member Secretary on behalf of
West Bengal State Forest Development Agency at Kolkata
In the Presence of; Indrajit Naskar

Indrajit Naskar

Dan
Member Secretary
West Bengal State Forest
Development Agency

SIGNED AND DELIVERED by

Managing Director on behalf of
Bozon Technologies Private Limited at Kolkata
In the Presence of: Subhankar Jana

Subhankar Jana

BOZON TECHNOLOGIES PVT. LTD.

Subhankar Jana
Director

DATED THIS DAY OF 24th September 2018

BETWEEN

West Bengal State Forest Development Agency.

AND

Bozon Technologies Private Limited.

B. N. SAHA
NOTARY
Bikash Bhavan
North Block, 6th Floor
Bidhannagar, Kolkata
West Bengal

Signature Attested by
as per Identification

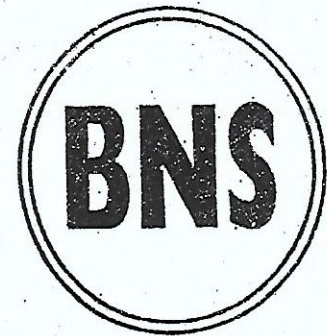
B. N. SAHA
NOTARY

25 SEP 2018

Date

Day of

20



In the Matter of :
Instrument 'A'
and
In the Matter of

NOTARIAL CERTIFICATE

B. N. SAHA
M.A., L.L.B.
(Govt, of West Bengal)
Regn. No. 23 / 02
BIKASH BHABAN
North Block, Gr. Floor
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