

5420 11 8 JUN 2018

Contract of Agreement (Consultancy)

This deed of agreement is made at Mohali on the day of 16-06-2018

B/W the followings parties:-

1) M/S Axa-way Emerging Solutions (Scf-32,2nd Floor, Phase-2 Mohali)

(Here in after called the first party) of One Party:

AND

2) Details of the Client-

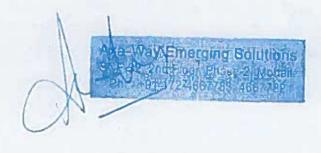
Name- Chaitanya Ambaselkar S/O - Dilip Shridar Ambaselkar

PP.No- M1978139

Add - 38,Sawarkar Nagar,Khamla Road,B/H Sai Mandir Post Vivekanand Nagar,Nagpur City Pin:440015,Maharashtra India.

Seeking Consultancy for Canada (Here in after called Second Party) Paying an amount of Rs. 20000/-(Refundable) by transfer in HDFC account. Receipt Number for the above Payment is: 4122





According to this agreement the first party is dealing with the Second party for the consultancy services for the purpose for the consultation for Visa. And whereas the second party approached this party for guidance in connection with procurement of suitable job through various job portals according to client experience and knowledge.

Both the parties have mutually agreed on the following terms and conditions to avoid any misunderstanding and disputes in future.

NOW, THIS DEED WITNEESETH AS UNDER

That the first party shall provide all sorts of guidance and advise to the second party for the consultation for Visa and for which the first party shall be entitled to have a sum of Rs.3000/- (Non Refundable Consultation Amount) at the time of enrollment and 40000/-by account transfer Receipt No- 4017, 4122 of the above payment. 20000/- on Date: 13 -06-2018 and 20000/- on 16-06-2018 in the favor of Axaway Emerging Solutions SCF-32, 2nd floor Phase-2 Mohali to start the process.

Only 20000/- is refundable in any condition.

- 1. That the consultant will review and identify for the position for which he applied, supporting evidence to the company.
- 2. That the consultant will provide procurement of his case from the company.
- 3. That the second party shall appear directly with the embassy concerned for getting the visa subject to the guidance of the party. First shall not be responsible in case of refusal of visa by the embassy or any other issuing authority and the amount of service charges so paid to the first party is NON-REFUNDABLE.
- 4. That the first party undertakes to provide all sorts of advice, guidance for the desired position and all forms for the purpose to the second party fully and finally.
- 5. That the consultant shell remains in touch with the company and handle all correspondence with them pertaining to the client's case in effort to



secure the vacancy (if case is refused or not guaranteed by the company for any reason, the consultant will not be responsible.)

- 6. That the consultant shall informs the client about the normal time taken by the company is of six month (approx) from the signing date of agreement. The term of agreement may be extended by mutual consent of both the parties in writing.
- 7. That after the six months if consultant not able to got positive for his client due to more time taken from the issuing authorities or due to any other reason than client can withdraw his/her application in written, then is Rs.20000/-will be refundable.
- 8. That in case second party forfeits from his case before leaving for the applied country then client will have to pay as compensation to the consultant for the expense s done by first party for second party. And second party cannot claim further for refunding any amount.
- 9. That the consultant relationship with client will be that of an independent consultants and nothing in this agreement should be construed to create a partnership, joint venture, or employer-employee relationship.
- 10. That the consultant reserves the right to use the information and/or name of the client for publicity, advertisement, and reference and for any purpose that consultant may consider appropriate.
- 11. That all differences and disputes between the parties hereto on any clause or matter therein contain there respective rights. Claims, liabilities, howsoever in relation to or out off this agreement shall be referred to the sole arbitration of MOHALI S.A.S NAGAR jurisdiction whose award shall be final and binding on both the parties.

The arbitration and conciliation Act 1996 any modification/reenactment shall govern such arbitration thereof for time being in force. The venue of arbitration proceeding shall be at MOHALI S.A.S NAGAR

12. In witness both the parties have properly read and understood the consents of the contract of engagement and append the respective





signature of there free will and without any misrepresentation, coercion, undue influence, or importunity on the party of either party. The parties further render their consent and undertake to abide by the contract in its totality.

13. That the above terms and conditions shall be binding upon both parties. In case the client violates any of these terms and conditions and does not cooperate to attend offices related to the job assigned, the contract will be terminated within 15 days and no refund whatsoever will be admissible.

CLIENT'S SIGNATURE

DATE:- 23/06/2018

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