

NAME : _____
ADDRESS : _____
THROUGH : _____
SIGNATURE : _____
RECEIPT NO.: _____

FOR W.M.D.C. LTD.

AUTORISED SIGNATORY

Western Maharashtra
Development Corporation
Ltd., 2nd Floor, Kubera
Chambers,
Shivajinagar, Pune 411005.
D-5/STP(V)/C.R.1014/
2360-63/04



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INDIA STAMP DUTY MAHARASHTRA

Contract of Engagement

Between

Didactic Migration Consultants Pvt. Ltd.

Office #305 Konark Epitome Building, Third floor, Viman Nagar, Konark Campus,
Pune, 411 014 - Maharashtra - INDIA

Tel: +91-020-48612050

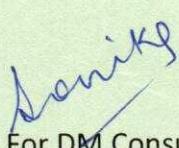
Email: info@dm-consultant.in, Website: www.dm-consultant.com

AND

CLIENT

Name	RAJESH GOPAL ZADAP
Address	FLAT NO. 21 BUILDING NO. C/6 HERMES HERITAGE PHASE-II YERWADA, PUNE - 411006
Cell Number	9860029954.
Email address	Rajesh.Zadap@gmail.com
Agreement Number	7071
Receipt Number	7097
Date	6/5/19
Country Signed up for	GERMANY
Counselor	LUKE


Client Signature


Sonika

For DM Consultant Pvt. Ltd.

"The client whose name is on this contract agreement has asked the company to provide professional services which include preparing and submitting his/her case for Germany Job seeker visa"

1. RESPONSIBILITIES AND COMMITMENT OF THE COMPANY

PRE - ASSESSMENT RELATED SERVICES

WHEREAS the Client has retained the services of the company for receiving professional services with respect to the preparation, submission, and processing of job seeker visa case on behalf of the client Him/herself.

In consultation with its associates at various locations the Company shall provide the following services to its clients:

- Assess the client according to the information provided by the client in the assessment form for job seeker visa.
- Review and identify for submission required documents and supporting evidences. Submit the complete case with supporting documentation and evidence along with the submission report to the processing visa office on the receipt of all requisite documents from the client.
- Handle all correspondence with the processing pertaining to client's case.
- Intimate the requirements sent by Processing Visa office during the progress of the job seeker visa case.
- Assist the client in keeping the file up to date.
- Advise the client about any subsequent changes in the job seeker visa laws and any subsequent conditions applicable to meet the selection criteria.

SERVICES UNDER THIS PACKAGE

- Use the information provided on the Company's assessment form to confirm the Client meets the eligibility requirements;
- Explain how to apply in the geographical area where the Client is located and/or where they are a citizen;

Signature

Rajesh Zodar



- Outline the professional fees and expenses for the work to be performed;
- Collect information about the Client's personal and professional history;
- Help the client complete the application forms according to existing laws, regulations, and procedures.
- Review and identify mandatory and supporting documents to be submitted as evidence
- Tell the Client how to apply for police clearances from relevant countries;
- Help the Client prepare a resume that meets the criteria;
- Provide instructions for the Client's current and former employers so they can write effective reference letters
- Outline the requirements for acceptable document translate
- Guide the Client on obtaining a medical examination from an approved physician;
- Draft submissions to highlight the Client's suitability for the Program
- Review and index supporting documents;
- Ensure the application is complete and meets the requirements.
- Submit the application to Job seeker visa with a professional cover letter;
- Promptly respond to letters, emails, and telephone calls from the Client, government bodies, and other organizations;
- Assist with standard follow up correspondence, such as changes to the Client's contact information or submitting additional documents that would normally be required at different stages of the process.
- Research and explain changes in visa policy or law that affect the Client's application.
- Pre-Landing Services in Native Country /Residing Country.
- Assist the client in applying for assessment of education gained in native country from requisite Academic and / or professional assessment bodies in Germany if applicable.
- Advise client on latest rules in force and any subsequent changes thereof and advising on any subsequent conditions applicable to meet the selection criteria.
- Provide Professional Guidance to the client on his / her intended occupation in the destined country.
- Provide basic information about the destined country of the client.
- Prepare, orient, and condition Client's application through latest forms, for their early settlement in Germany.
- Assist the client in preparing resume in standard format as required by employers in Germany.

Signature

Rajesh Zadeh



- The Company will not be responsible if the applicant does not receive approval from the applied Germany Job seeker visa.

2. CLIENT RESPONSIBILITIES AND COMMITMENT

To help the Company assist the Client effectively, and to reduce the costs of representation, the Client understands and agrees to the following terms and conditions.

FORMS AND DOCUMENTS

- The Client is responsible for the accuracy of any forms they sign or documents they provide to the Company. All forms will be reviewed by the Client before being submitted
- The Client will not sign forms or other papers from government bodies or other organizations until the Company reviews the documents first.
- The Client will provide all relevant information and documentation that is needed to complete the Germany Job seeker visa application.
- The Client shall be held liable for any adverse effect on their application because of non -submission or delayed submission of forms, documents or assessments that have been requested by the Company
- All documentation must be in English.
- Translations must be provided with a sworn statement from a person fluent in both English and the language of the documents. The translator cannot be you or one of your relatives. An accredited translator must translate police certificates.
- Disclosure of medical Condition and Criminal/Security History.
- The Client confirms that they and their dependents do not have a serious medical condition or a criminal record.
- The Client must pass all medical and criminality/security background checks in order for the Client to be accepted under the Germany Job seeker visa.
- The Company shall not be held responsible if the Germany Job seeker visa application is rejected based on the results of a medical or criminal/security background checks.

Signature

Rajesh Zadeh



MISREPRESENTATION

- The Client agrees not to provide false or inaccurate documents or information. If the Client misrepresents information, the application will be denied.
- The Client may also be barred from entering Canada, have a permanent record of fraud with government bodies, have their status as a lifelong resident or Canadian citizen taken away, be charged with a crime, or be removed from Canada. The Client's misrepresentation may negatively impact the Client's dependents.
- The Client acknowledges that they are solely responsible for any adverse consequences if false or inaccurate documents or information is provided to the Company.

ATTENDING INTERVIEWS

- The Client and their accompanying family members over the age of 18 may be asked to participate in an interview at the Visa Office where the application is being processed.
- If the application is filed or transferred to a Visa Office outside the Client's country of residence, they must attend an interview at that location if one is scheduled.
- The Client will not sign any forms or documents they do not understand during an interview. They have the right to consult with the Company before signing anything unclear.
- The Company shall not be held responsible for any contradictory consequences resulting from the Client not attending a scheduled interview.

COMMUNICATION WITH THE COMPANY & GOVERNMENT BODIES

- The preferred method of contact with the Company is via email, and the Client agrees they will contact the Company by email whenever possible.
- All communication between the Client and the Company will be in English. Should the Client wish to make use of a translator at any stage of the process, the Client assumes full responsibility for any translation quality issues, and the Company will not be responsible for any errors or miscommunications due to translation.
- The Client will immediately notify the Company in writing if a government body or other organization contact them concerning this application. The Client will delay a response, if possible until the Company can provide the Client with further instructions.
- The Client agrees that they will not contact any government body or other organization unless it is through the Company. The Company shall not be held responsible for any adversarial effect that arises from the Client communication with these entities on their own or through any other representative.
- The Client is to immediately advise the Company of any change in their marital, family, or civil status, or a change of physical address or contact information for any person included in the application.

Signature

Rajesh Zadaf



3. PROFESSIONAL FEES & EXPENSES

The client will have below mentioned payment plan option for all the services mentioned in this fee agreement.

Stage Wise 2 stages

Fee Category	Retainer (Start)	Professional (Visa Approval)	Amount (INR)
Total Package	25,000	15,000	40,000

Note: The total retainer fee paid is non-refundable.

VAT is applicable on above fees as its not included.

Please refer to receipt for complete payment details as per package selected.

ADDITIONAL PROFESSIONAL FEES

- a) The Client acknowledges that additional charges may apply if the Company is asked to act on the Client's behalf on the following but not limited to the following:
 - Matters other than those outlined above in this Agreement;
 - Due to a material change in the Client's circumstances;
 - Because of material facts not disclosed at the outset of the application, iv. due to a change in government legislation, policy, or procedures.
- b) In these unlikely situations, and others the Company will inform the Client and a signed amendment to this Agreement will be required.

PAYMENT METHODS

- a) Clients can make Payments by Cheque, Credit Card, Bank Transfer, Cash, or through online payments.
- b) Clients shall make all Bank transfers in INR currency to the following account:

BANK NAME	YES BANK
BENEFICIARY'S NAME	DIDACTIC MIGRATION CONSULTANTS PVT. LTD
ACCOUNT NUMBER	66461900000244
BANK ADDRESS	VASCON WEIKFIELD PARK, PUNE, INDIA
IFCS CODE	YESB0000664

PAYMENT TERMS

- All payments are due upon receipt of an invoice.
- Not paying an invoice within the stipulated time of receipt and without the prior consent of the company, will suspend/ put this Agreement on hold, and no further

Signature

Rajesh.Zadeh



- services will occur until the full payment is received.
- Not paying the invoice within thirty (30) calendar days of receipt will automatically terminate this Agreement.
 - The Client understands that the company fees are not for the issuance of a visa or other approval from a government body. Professional prices reflect services rendered to the Client's application by both the parties and its associates.

ACKNOWLEDGEMENT

- The client further acknowledges & understands that if he/she do not clear the dues on the date of the amount falling due then the interest at 1.5% per month on the due amount would be imposed.
- The client further acknowledges & understands that cheque bouncing charges (INR 350) shall be applicable as per the company policy.
- The client further acknowledges & understands that the Total Fee charged by the company is towards preparation and filing of his/her case and is therefore entitled to the entire fee once the client's application is filed. The total cost to be paid by the client becomes due once he/she retains the services of the Company, irrespective of the stage at which the client shall pay the same, as the client may make the payment based on the payment plan selected by him/her. In case the client's application does not get processed for any reason, the Company will not refund any of the total fees for the services provided and shall be entitled to full payment for the services offered.

If the client does not clear the outstanding dues to the company, it shall be perceived as a breach of the agreement. In case the payment is not made following the terms and conditions of this contract of engagement, the Company shall have the right to stop providing services to the Client without prior notice. If for any reason whatsoever, the Client becomes disinterested in pursuing his/her application for permanent residence or withdraws his/her case, then in such case the Company shall be entitled to full payment of the fee for the services provided.

OTHER TERMS AND CONDITION

- a) The Company shall not assist the Client in following work directly or indirectly:
 - i. In passport work (of any type)
 - ii. In procuring Educational/Experience Certificates.
 - iii. Other documents and evidence required for the Immigration Case.
- b) The Company shall not be responsible for any loss of documents in transit.
- c) All the documents submitted by the client for onward submission to be the designated to Visa Office are believed to be genuine and would be forwarded to concerned Authorities in Good faith and believing it to be true and genuine.
- d) The Company shall not be held responsible for wrong assessment in case the client doesn't disclose the fact initially that his/her education is from a non-recognized institution.

Signature



- e) It is understood that Germany Job seeker visa processes all immigration applications as per the visa Laws and policies. The Company or any of its agents do not give the client any guarantee of obtaining Job seeker Visa of Germany, other than providing the client with the advice and representing him/her in best possible way. Further, the client understands that the total fee charged by the company is for preparation and filing of his/her case and is therefore entitled to the entire fee once the client's case is filed. The total fee to be paid by the client becomes due once she/he retains services of the Company, irrespective of the stage at which the client shall pay the same, as the payment may be made by the client's case does not get filed for any reason, the Company will not refund any of the total fees for the services provided and shall be entitled to full fee for the services provided.

On receiving the required case filing documents from the Client, the Company and its associates shall make all efforts and its honest endeavor to file the Germany Job seeker visa case at the earliest, with the concerned Visa post. However, the Company and its associates shall not be responsible for any delay whatsoever occurring in the formal processing of the case due to backlog of cases or for any other reason at the Visa Post. Thus, time shall not be the essence of this contract.

4. REFUNDS

The following are the clauses that pertain the refunds under this agreement

GENERAL REFUND TERMS

- a) The Client acknowledges that the granting of immigration status is at the sole discretion of Germany Job seeker visa and not the party which are mentioned in this agreement.
- b) Should unforeseen subsequent or retroactive changes to immigration laws occur from the date of this Agreement, the Company will not refund fees that have already been paid and earned, as the work was done in good faith.
- c) The Company will not refund any fees for the services provided if the Client withdraws the application before processing is complete.
- d) The Client provides different information than what was mentioned on any of the Parties assessment form, and the new information makes the Client ineligible for the

Signature

Rajesh Zadaf



- Germany Job seeker visa after work has commenced;
- e) The visa program closes and the capacity for the program has been reached;
 - f) The Client does not obtain the required documents in a timely manner
 - g) The Client fails to complete the immigration process by missing an interview or neglecting to undergo a medical examination;
 - h) The Client is rejected based on a medical condition, criminality record, or national security concern, or for any other unforeseen or undisclosed reasons;
 - i) The Client communicates directly with government bodies and other organizations without the Company's written consent, and the application is negatively affected as a result; and the Client breaches any of the terms of this Agreement by providing false information, fraudulent documents and/or commits any other type of fraud or misrepresentation;
 - j) Once the Client file has been created; the initial consulting is completed; and the client receives the required document checklist, the client agrees that the initial payment is non-refundable as a considerable amount of work has already been put into the client file;
 - k) Once the file is submitted to the Germany government for processing, no refunds will be allowed as this is contrary to the applicable laws that forbid contingency billing;
 - l) The expiry of this contract is twelve months from the day of issue and signed;
 - m) Once the client signs the contract and then he/she does not wish to proceed further for any reason whatsoever;
 - n) The client voluntarily withdraws the immigration case at any stage; total amount is non-refundable.

FEES PAID TO GOVERNMENT AGENCIES OR OTHER ORGANIZATIONS

- The company is not responsible for obtaining refunds of money the Client pays directly to other entities, and the Client understands they will be subject to the refund policies of the government or organization they are dealing with.
- As fees to other organizations are paid for directly by the Client, The Company not obligated to reimburse this money to the Client for any reason.
- If the Company pays government fees on a Client's behalf, the Client must contact the government body for a refund. The company will not reimburse the Client for this amount.

Signature

Rajesh Zafar



- If a refund option exists, the company will give the Client instructions on how to recover pre-paid government fees.

5. CONFIDENTIALITY

- The client on signing this agreement permits the company to share his/her information to any third party that has a compelling role to play towards the success of the client's application.
- Section (a) above will also bind to all forms of marketing and promotion activities after a successful application process for the client.
- The company will ensure that all persons as described in section (b) above of this agreement are bound to uphold the confidentiality of any information that is supplied by the Client.
- In any event, where a client's spouse is included in a single application, the company understands that their information is regarded as one and hence, either of the spouses cannot be considered as a third party.
- If there is a persisting unresolved conflict; then, the company cannot continue to act for the Client and may have to withdraw completely.
- The Client agrees to the use of electronic communication and storage of confidential information. Both the parties will use its best efforts to maintain a high degree of security for electronic communication and information storage as mentioned in section 6(a).
- The company will be solely responsible for the client's profile documents and application. Therefore, reserves the right to confine distribution of the login details.

6. FORCE MAJEURE

- The company is not liable for failure to perform its obligations if such failure is the result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government

Signature

Rajesh Zadeh



sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service.

- Also included are changes to government legislation, regulations, rules, and policies (e.g. new assessment or selection criteria being applied retroactively or the government deciding not to process applications that have already been submitted).

7. TERMINATION

- This Agreement is considered terminated upon completion of Eighteen months (Validity of this Agreement) or if material changes occur to the Client's application or eligibility which make it impossible to proceed with services detailed in Section 3 of this Agreement.
- This Agreement may be terminated, in writing, by both the parties jointly, for the following reasons:
 - i. The Client has instructed any of the party to do something illegal or in contravention of its professional obligations
 - ii. The Client has taken false advantage of any party involved
 - iii. The Client has refused to give adequate instructions to any of the party
 - iv. A conflict of interest has or will occur.
- On termination of the contract, the client is not liable for a refund if the condition of termination is within the provisions of section (4)

8. DISPUTE RESOLUTION

- In the event of a dispute, the Client and the company will make every effort to resolve the matter between the two parties.
- In the event a resolution cannot be reached, the Client is to present the complaint in writing to the company and allow the Company twenty-one (21) business days to respond to the Client.
- The granting of Germany Job seeker visa and the time required for processing immigration applications is at the sole discretion of the government and not any of the parties.

9. OTHER TERMS AND CONDITIONS

- The company is not responsible for the loss of documents in transit as this is the responsibility of the delivery company. The company recommend that all

Signature

Rajesh Zadey



correspondence be sent by registered mail or with a reputable international courier and will notify the company prior to dispatching any documentation to the company.

- This Agreement shall consist of two copies that are both equally valid. The Client and the company will each receive one of these copies
- This Agreement is subject to the laws in effect in Pune, India. Any and all disputes in connection with this Agreement will be dealt with by the appropriate governing body found in this jurisdiction.

10. VALIDATION

- The Client acknowledges that they have read and understood this Agreement, have sought translation if required, have obtained such independent legal advice as they deem appropriate, and agree to be bound by its terms.
- The Client has been told, recognizes, and understands that the Company has made no guarantee promising the success or outcome of this application.
- By signing this Agreement, the Client understands all their responsibilities under this Agreement and has asked for and obtained an explanation on every point which needed to be clarified.

11. CONSENT

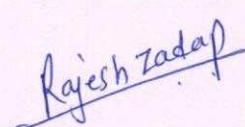
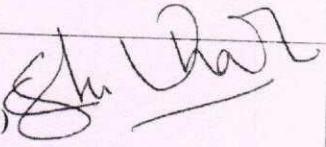
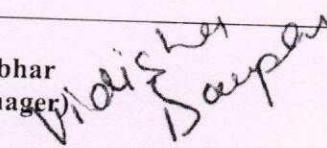
Both the parties have properly read and understood the contents of the contract of Engagement and append the respective signatures of their free will and without any misrepresentation, coercion, undue influence or importunity on the part of either party. The parties further render their consent and undertake to abide by the terms of the contract in its totality. This contract of engagement is executed between the parties named herein above who have put their signatures herein below.

Signature

Rajesh Zade



As per the agreed terms & conditions during the meeting with the company, we shall process only for Germany Job seeker visa with one principal applicant.

CLIENT SIGNATURE:	
	
DIDACTIC MIGRATION CONSULTANTS PVT LTD	Chetan Kumbhar (Managing Director) 
	Vidisha Kumbhar (General Manager) 
Date: Place:	DD/MM/YY: <u>14/08/2019</u> PUNE, INDIA

"This is a computer-generated contract. NO signature is required"

Signature _____

