

**SERVICE AGREEMENT**

Name ----- s/o-----, age----- r/o-----  
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Mobile No.-----,WhatsApp No.----- email-----  
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Aadhar card No.------(Here in after to be referred to as  
client)

AND

DHR Immigration Appeal Wing Private Limited, through its Director/authorized  
signatory- Head Office-----New Delhi, Email----  
-----,Mobile No.-----.

(Both client & DHR Immigration Appeal Wing Private Limited shall also be  
referred as parties)

WHEREAS the DHR Immigration Appeal Wing Private Limited through its  
Director namely-----and the Client wish to enter  
into a written agreement which contains the agreed upon terms and conditions  
upon which the DHR Immigration Appeal Wing Private Limited will provide his  
services to the Client.

AND WHEREAS the DHR Immigration Appeal Wing Private Limited is a  
registered company with the Registrar of Companies at Delhi and has its own  
Articles and Memorandum of Association , with the objectives to carry on the  
business to provide consultancy/guidance/Advice to NRI's in all their matters in

India, to provide consultancy/Guidance/Advice and facilitate the applicants, whose Visa has been rejected by providing means of filing Appeals/Review by engaging the Lawyers and further co-coordinating with the said lawyers;

IN CONSIDERATION of the mutual covenants contained in this Agreement, the parties agree as follows:

**1. SCOPE OF THIS AGREEMENT:**

The client asked the DHR Immigration Appeal Wing Private Limited, and the DHR Immigration Appeal Wing Private Limited has agreed, to act for the client in the matter of:

To provide consultancy/Guidance/Advice and facilitate the client, whose Visa has been rejected by providing means of filing Appeals/Review by engaging the Lawyers and further co-coordinating with the said lawyers challenging the refusal of \_\_\_\_\_ application of \_\_\_\_\_.

**2. LOCAL/DESIGNATE CONTACT: No local contact**

The client has instructed to add the following person for communication purposes on his behalf within India/Canada.

Name:

Address:

Email:

Phone:

*Note: Subject to confidentiality clause mentioned in section 6 of this agreement.*

**3. FEE AND DISBURSEMENTS:**

Fee: CAD \$\_\_\_\_ + GST + Disbursements

Ist installment: CAD \$\_\_\_\_ + GST (Rs.-----+GST) (Due at the time of signing this agreement)

IInd installment: CAD\$\_\_\_\_ + GST((Rs.-----+GST) (Due at the time of submission of Applicant record)

The fee is payable only by way of remittance by way of cheque/Bankers cheque/Bank Draft/RTGS or any other mode of online transfer in the account of Bank maintained by DHR Immigration Appeal Wing Private Limited.

Further out of the afore said amounts of fee, following would be paid directly by the client to the concerned lawyer, to be engaged on behalf of the client by DHR Immigration Appeal Wing Private Limited and subject to client entering into retainer agreement with the concerned lawyer.

Professional Fee: CAD \$\_\_\_\_ + HST + Disbursements

Ist installment: CAD \$\_\_\_\_ + HST (Due at the time of signing this agreement)

IInd installment: CAD\$\_\_\_\_ + HST) (Due at the time of submission of Applicant record)

The retainer is strictly for the purpose of Judicial Review application and no other application and for the purpose as mentioned above.

Should there be a need for extra steps taken unrelated to the Judicial Review application, the client shall have to pay to the lawyer concerned as per retainer agreement between the lawyer and the client as referred above.

#### **4. CLIENT RESPONSIBILITIES AND COMMITMENTS:**

**3.1** The Client must provide, upon request from the DHR Immigration Appeal Wing Private Limited:

- All necessary documentation.
- All documentation in English or French, or with an English or French translation.

**3.2** The Client understands that he must be accurate and honest in the information he provides and that any inaccuracies may void this Agreement, or seriously affect the outcome of the application or the retention of any status he/she may obtain. The DHR Immigration Appeal Wing Private Limited obligations under the Retainer Agreement are null and void if the Client knowingly provides any inaccurate, misleading or false material information. The Client's financial obligations remain.

**3.3** In the event Immigration, Refugees and Citizenship Canada (IRCC) or Employment and Social Development Canada (ESDC) should contact the Client

directly, the Client is instructed to notify the DHR Immigration Appeal Wing Private Limited immediately.

**3.4** The Client is to immediately advise the DHR Immigration Appeal Wing Private Limited of any change in the marital, family, or civil status or change of physical address or contact information for any person included in the application.

**3.5** In the event of a Joint Retainer Agreement, the Clients agree that the DHR Immigration Appeal Wing Private Limited may share information among all clients, as required. Furthermore, if a conflict develops that cannot be resolved, the DHR Immigration Appeal Wing Private Limited cannot continue to act for both or all of the Clients and may have to withdraw completely.

## **5. REFUND POLICY**

The Client acknowledges that the granting of a visa or status and the time required for processing his application is at the sole discretion of the Government of Canada and not the DHR Immigration Appeal Wing Private Limited. Furthermore, the Client acknowledges that fees are not refundable in the event of an application refusal.

If, however, the DHR Immigration Appeal Wing Private Limited or staff do not complete the tasks identified under section 1 of this agreement, the DHR Immigration Appeal Wing Private Limited will refund part, or all of the fees collected. The Client agrees that the fees paid are for services indicated above, and any refund is strictly limited to the amount of fees paid. Unused fees will be refunded .

## **6. CONFIDENTIALITY**

All information and documentation reviewed by the DHR Immigration Appeal Wing Private Limited, required by IRCC and all other governing bodies, and used for the preparation of the application will not be divulged to any third party, other than agents and employees, without prior consent, except as demanded by law. The DHR Immigration Appeal Wing Private Limited & Lawyer, and all agents and employees of the DHR Immigration Appeal Wing Private Limited , are also bound by the confidentiality requirements.

The Client agrees to the use of electronic communication and storage of confidential information. The DHR Immigration Appeal Wing Private Limited will use its best efforts to maintain a high degree of security for electronic communication and information storage.

## **7. FORCE MAJEURE**

The DHR Immigration Appeal Wing Private Limited failure to perform any term of this Retainer Agreement, as a result of conditions beyond his/her control such as, but not limited to, governmental restrictions or subsequent legislation, war, strikes, or acts of God, shall not be deemed a breach of this Agreement.

## **8. CHANGE POLICY**

The Client acknowledges that if the DHR Immigration Appeal Wing Private Limited is asked to act on the Client's behalf on matters other than those outlined

above in this Agreement, or because of a material change in the Client's circumstances, or because of material facts not disclosed at the outset of the application, or because of a change in government legislation regarding the processing of immigration or citizenship-related applications, the Agreement can be modified accordingly.

## **9. TERMINATION**

This Agreement is considered terminated upon completion of tasks identified under section 1 of this agreement.

This Agreement is considered terminated if material changes occur to the Client's application or eligibility, which make it impossible to proceed with services detailed in section 1 of this Agreement.

## **10. DISCHARGE OR WITHDRAWAL OF REPRESENTATION**

### **By client**

The client is free to end services of DHR Immigration Appeal Wing Private Limited before your case is completed by writing a letter or note to DHR Immigration Appeal Wing Private Limited. If you do, you agree to pay balance fee of DHR Immigration Appeal Wing Private Limited and expenses up to the date of ending those services. The client cannot seek refund of payment of 1<sup>st</sup> instalment in any eventuality.

### **By DHR Immigration Appeal Wing Private Limited**

The DHR Immigration Appeal Wing Private Limited may withdraw representation and terminate this Agreement, upon writing, provided withdrawal does not cause prejudice to the Client, at which time any outstanding fees or Disbursements will be refunded by the DHR Immigration Appeal Wing Private Limited subject to deduction of expenses incurred and at no point of time, the fee of Ist instalment shall be refunded, to the Client/any outstanding fees or Disbursements will be remitted by the Client to the DHR Immigration Appeal Wing Private Limited.

Again, the client would have to pay DHR Immigration Appeal Wing Private Limited fees and expenses up to the time DHR Immigration Appeal Wing Private Limited stopped acting for the client..

DHR Immigration Appeal Wing Private Limited would also have to withdraw services of client, if DHR Immigration Appeal Wing Private Limited finds of a conflict of interest that would make it unethical for DHR Immigration Appeal Wing Private Limited to continue to act for client. A conflict of interest occurs when what is best for one of the clients of DHR Immigration Appeal Wing Private Limited, somehow is not best for or hurts another of DHR Immigration Appeal Wing Private Limited clients. If DHR Immigration Appeal Wing Private Limited have to withdraw its services for client because of a conflict of interest, the client will only have to pay DHR Immigration Appeal Wing Private Limited fees and expenses up to the time DHR Immigration Appeal Wing Private Limited stopped acting for client.

## **11.GOVERNING LAW**



This Agreement shall be governed by the laws in effect in Delhi, India, any dispute with respect to the terms of this Agreement shall be decided by a court of competent jurisdiction within the territorial jurisdiction of Delhi only & shall be subject to arbitration, as hereinafter agreed upon between the parties. No other court shall have jurisdiction to entertain and decide the dispute except the court within the territorial jurisdiction of Delhi only & shall be subject to arbitration, as hereinafter agreed upon between the parties. The parties have to invoke the arbitration clause as the first and foremost remedy.

## **12.MISCELLANEOUS**

**12.1** The Client expressly authorizes the DHR Immigration Appeal Wing Private Limited to act on his/her behalf to the extent of the specific functions which the DHR Immigration Appeal Wing Private Limited was retained to perform, as per Section 1 hereof.

**12.2** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, warranties, representations, negotiations and discussions, whether oral or written, of the parties except as specifically set forth herein.

**12.3** This Agreement shall be binding upon the parties hereto and their respective heirs, administrators, successors and permitted assigns.

**12.4** This Agreement may only be altered or amended when such changes are made in writing and executed by the parties hereto.

**12.5** The provisions of this Agreement shall be deemed severable. If any provision of this Agreement shall be held unenforceable by any court of competent jurisdiction, such provision shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect.

**12.6** The headings utilized in this Agreement are for convenience only and are not to be construed in any way as additions to or limitations of the covenants and agreements contained in this Agreement.

**12.7** Each of the parties hereto shall do and execute or cause to be done or executed all such further and other things, acts, deeds, documents and assurances as may be necessary or reasonably required to carry out the intent and purpose of this Agreement fully and effectively.

**12.8** The Client acknowledges that he/she has had sufficient time to review this Agreement and has been given an opportunity to obtain independent legal advice and translation prior to the execution and delivery of this Agreement.

In the event, the Client did not seek independent legal advice prior to signing this Agreement, he/she did so voluntarily without any undue pressure and agrees that the failure to obtain independent legal advice shall not be used as a defence to the enforcement of obligations created by this Agreement.

**12.9** Furthermore, the Client acknowledges that he/she has received a copy of this Agreement and agrees to be bound by its terms.

**12.10** The Client acknowledges that he/she has requested that the Agreement be written in the English language.

12.11 The parties agree that this agreement has been entered into of their own free will, after understanding the contents thereof, without any force ,pressure or otherwise.

**13.COMMUNICATION:**

13.1 As discussed, it is very important, DHR Immigration Appeal Wing Private Limited shall be able to receive proper instructions from client, as such any change in address or telephone number by the client be communicated to DHR Immigration Appeal Wing Private Limited office immediately. As discussed, if DHR Immigration Appeal Wing Private Limited schedule makes it difficult to return calls or emails immediately, as such DHR Immigration Appeal Wing Private Limited will return clients calls and queries at the earliest available opportunity.

13.2 The address for the purpose of communication of both the parties is as:-

Name ----- s/o-----, age----- r/o-----  
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Mobile No.-----,WhatsApp No.----- email-----  
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Aadhar card No.-----

DHR Immigration Appeal Wing Private Limited, through its Director/authorized signatory- Head Office-----New Delhi, Email----  
-----,Mobile No.-----.

13.3. It has been agreed between the parties that all the correspondence between the parties shall be via email and whatsapp, as provided in Section 13.2, which shall only be treated as final for all the purposes.

13.4 The client agrees to communicate via **email** for any status update on the matter or any further query regarding the matter.

#### **14.ARBITRATION**

The client and DHR Immigration Appeal Wing Private Limited agrees that In the event of any dispute arising out of the present agreement between the parties, the same shall be referred to sole Arbitrator namely -----, , whose decision/award shall be binding upon the parties and shall be executable as per the provisions of Arbitration and Conciliation Act,1996. The dispute shall be settled as per the provisions & procedure of Arbitration and Conciliation Act,1996 as amended. The place of arbitration shall be Delhi and the fee of the Arbitrator shall be as per the schedule of fee provided as per the Arbitration and Conciliation Act,1996 and the rules/instructions framed there under.

Both the parties acknowledge to have read or heard the contents of this agreement and are satisfied with the agreement, signing freely without threat, promise, or coercion and understand all the terms.

Both the parties have put their signatures, as a token of acknowledgement of this agreement on this ----- day of -----,2022.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_, 2022.

Name ----- s/o-----, age----- r/o-----  
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Mobile No.-----,WhatsApp No.----- email-----  
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Aadhar card No.-----

Signature: \_\_\_\_\_ Date: \_\_\_\_\_, 2022.

DHR Immigration Appeal Wing Private Limited, through its Director/authorized signatory- Head Office-----New Delhi, Email-----,Mobile No.-----.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_, 2022.

-----,Director/authorized signatory- DHR Immigration Appeal Wing Private Limited

The parties acknowledge to have put their signatures on each page of the agreement.