

# **TALWAREDGE**

## **Terms & Conditions**

Pursuant to my/our feedback given to you, and our willingness to avail services of Talwaredge,

I/We.....s/o/d/o/w/o Sh..... resident of .....

.....confirm that:-

1. I/We are voluntarily availing the services of Talwaredge in redressal of our financial grievances/complaints. I/We understand that Talwaredge doesn't entertain claims relating to our money stuck up with any Individuals, Trade Creditors, Builders & Developers, Chit Fund/Finance companies, deposits made with Corporate and claims relating to Insurance Companies, and we confirm that our case doesn't fall under any of those categories.
  
2. I/We also understand that only our legitimate monetary claims/remissions/restructuring issues shall be entertained by Talwaredge.
  
3. For availing services of Talwaredge, I/We understand that I/We have to first explain the facts of the case to Talwaredge through a mail/letter, followed by a telephonic chat with them at the appointed time, and if they feel that I/We have a case against the other party, I/We shall have to first deposit a one-time non-refundable fee of Rs.1,000/ (Rupees One thousand only) with Talwaredge and get ourselves registered with them.
  
4. The facts of the case explained by me/ us to Talwaredge are true to the best of my/our information and knowledge, and no material facts have been omitted or suppressed by us.
  
5. On registration, Talwaredge shall draw out strategy for us and shall start the process of hand-holding and shall advise me/us the process I/We need to follow, draft the Mails/Letters I/We need to send to other party to impress on our claims, and all follow-up mails/letters, at given periodicity, shall be drafted for me/us by Talwaredge.
  
6. That such draft mail/letter/approach, as approved by Talwaredge, shall finally be written by me/us to the concerned party under my/our signatures and Talwaredge doesn't assume any responsibility thereof.

**7.** That in case, the other party, despite our purported legitimate claims and our representations sent to them doesn't agree to redress our grievance, refund/compensate/remit the desired amount of money/restructuring, I/we understand that I/we may have to initiate legal action before appropriate court/forum/tribunal, such as approaching Ombudsman/Consumer Courts/Civil Courts/High Courts/Supreme Court, as deemed fit, and that shall be entirely at our cost.

**8.** That in case of any such legal action needed to be pursued, it shall again be our voluntary decision and we may move such action, either through professionals, a Chartered Accountant (CA)/Legal Counsel known to us, as per our choice and comfort, or may engage such professionals available on the panel of Talwaredge as we may deem fit. All Legal expenses, such as Court Fee/ professional fee and their travel expenses to represent my/our case at the appropriate forum in that regard shall be borne by me/us, and Talwaredge shall have no responsibility in meeting such expenses.

**9.** Or else, we also understand that I/We may chose to withdraw our case at that stage itself in case I/We do not wish to proceed legally in that matter, as the same may be along drawn process.

**10.** That I/We also understand that in case we resort to Legal action for redressal of our financial grievance, I/We are fully aware that it takes lot of time and perseverance to get the favourable judgment, and I/We are fully prepared for such a long fight and resultant inordinate delay, if any, warranted by our Legal system.

**11.** That in case I/We pursue my/ our legitimate case, as per approach suggested by Talwaredge and /or their team /our legal counsel/CAs, and yet my/ our case is not resolved, and/or boomerangs on me/us, we shall keep Talwaredge indemnified for any such loss inflicted on me/us at all times.

**12.** That I/We also understand that at no time Talwaredge representative shall accompany us to the concerned other party's office or to Consumer Court etc, and I/We alone shall visit/appear at such places for redressal of our financial grievances.

**13.** That on successful conclusion of the issue in our favour, with or without intervention of court, and after I/We have got the refund/remission from the other party in my/our Bank account, I/We are committed to pay Talwaredge their fee of 10% of the Claim amount received by us plus applicable GST without any demur.

14. That of the aforesaid 10% commission amount payable on the claimable/settle amount, as said here above, I/We also understand that I/We have to deposit 50% of such commission amount upfront with Talwaredge, and the balance 50% commission, along with applicable GST amount shall be paid by me/us to Talwaredge at the time of final settlement of our claim amount.

15. That I/We also understand that in case our settlement claim doesn't get through favourably despite best of follow-up strategy framed by Talwaredge, aforesaid 50% commission amount paid by us upfront to Talwaredge shall be refunded back by them forthwith, along with then ruling SBI Savings Bank deposit Interest rate, for the period our money remained with them, within 15 days of our confirmation that we do not want to pursue the case anymore.

16. For NPA resolution and/or restructuring of a bank loan/credit limits, and/or grievance relating to non-sanction of adequate credit facilities etc., a separate fee structure shall be discussed with such clients and fee thereof shall be payable as mutually agreed.

**Confirmation & Indemnification** I/We confirm that I/we have given all the facts of our case to Talwaredge and have not suppressed any facts from them. Secondly, I/We have fully understood the roles and responsibilities of Talwaredge in helping us recover our dues, and unconditionally accept aforementioned Terms and Conditions while engaging services of Talwaredge, and keep them indemnified at all times for any remedial action suggested by them and pursued by us.

Dispute, if any, shall be the subject matter to be handled in the jurisdictional courts in Jaipur (Rajasthan).

I accept aforesaid Terms & Conditions

(Signature)

(Name)

Address:-

Date:-

**Confirmation of engagement**

In token of our confirmation to engage the services of Talwaredge:-

(i) I/We have SIGNED and uploaded a signed Terms & Conditions sheet in token of acceptance of our engagement of services of Talwaredge.

(ii) I/We confirm we have made an online transfer of Rs.1,000/- towards payment of one-time non-refundable Registration Fee, to C.A of Talwaredge with ICICI Bank vide UTR No.

...dated...

(iii) I/We confirm we have also made online transfer of 50% of the 10% commission amount payable on our principal Claim amount, amounting to Rs.....

(iv) I/We also confirm that the balance 50% commission of the 10% commission amount payable by us shall be paid by us immediately to Talwaredge on receipt of the settled Claim amount.

(v) I/We also understand that in case our case is not settled in our favour for any reason whatsoever and/or we chose to not to pursue our case anymore, Talwaredge shall immediately refund back aforesaid 50% commission amount paid to them without any demur along with interest as per their Refund policy.

(Signature)

(Name)

Address:-

Date:-

I agree to above mentioned T&C