



DRAFT AGREEMENT

This AGREEMENT entered into on this.....,**between Wealth Munshi (IMF) Pvt. Ltd.** having its office at 4th Floor, T-Hub, New Innovation Center, Near Bio Diversity Park, Hi-Tech City, HYDERABAD-500081 (herein after referred to as **Company** , which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns) as party of the **First part,**

And

Mr., S/o Shri, presently residing at (herein after referred to as **Client**, which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns) as party of the **Second part.**

Whereas the First party has been dealing in Multiple Financial Products and helping the individuals and corporates in undertaking their financial health check, thereby identifying short term, medium term and long-term investment requirements of the individuals and the corporates. The First Party will further advise them on the strategic investment plans to meet their goals in purchase of properties or take residential/business premises on lease.

Whereas Mr..... is interested in purchasing property/leasing property, with the help of the company, which has a rich experience of 18 years, specialising in providing

property solution to various businesses. It has property dealings in all the major cities, especially in Hyderabad has expressed its desire to provide the various services to the Client in the specified territory of Telangana on the terms and conditions as herein enunciated later.

NOW, THEREFORE, IN VIEW OF THE FOREGOING PREMISES AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN SET FORTH, BOTH PARTIES HEREBY AGREE AS FOLLOWS:

1. ACTIVITIES OF THE CLIENT

The Client shall be responsible for activity related to Sale, Purchase, Lease of the various Properties recommended by the First Party.

The Second party referred to as client, hereby confirms, that it shall not deal directly with real estate party introduced to it, by the company.

In the event of the second party, referred to as client, having any dealing directly with real estate party, it will be considered as breach of trust. In such an event, the client would be fully responsible to pay the first party, referred to as the company, the structured fee/revenue agreed into this agreement for the present and future transactions.

2. TECHNICAL CONDITIONS

(A) The Client shall comply with the same practices being followed by the Company.

(B) The Client shall conduct its business in the manner which it considers to be best to achieve the Overall Performance Standards in connection with Property.

2.1 Provision of Information to the Company:

The Client shall furnish to the Company without any delay such information, documents and details related to the Property dealings proposed to be initiated by the Client, as the

Company may require for its own purposes.

3. FEES: The Client shall pay the company a nominal service charge as provided below:

a. For Sale & Purchase of Property: 2% on Purchase cost or Sale cost + Service Tax

b. For Rent & Lease : 60 days or 2 months rent + service Tax

c. For various other services the fees charged by the company, shall be provided to the client, after evaluating the scope of specific work

4. TERMINATION

Termination:

This Agreement shall automatically stand terminated on completion of assigned task and receipt of complete fees payable to the Company.

5. 5. REMEDIES FOR NONCOMPLIANCE

Termination:

(A) In the event of a material breach of this Agreement by the Client, the Company may, without limitation, exercise all rights and remedies provided for herein or otherwise available under the law.

Without limitation, the following shall constitute material breaches of this Client:

1. The Client's failure or refusal to pay any required amount payable to the Company.
2. Gross failure by Client to provide required documents desired under this agreement.

6. OTHER PROVISIONS

6.1 Compliance with Laws:

Client shall comply with all applicable central / state laws and abide by the rules and regulations adopted or established pursuant to the Company's lawful authority.

6.2 Dispute Resolution:

1. (A) Any dispute between the Client and the Company arising out of / or in connection with this Agreement shall be first tried to be settled through mutual negotiation.
2. (B) In the event of such differences or disputes between the Client and the Company not settled through mutual negotiations within thirty days of such dispute, the matter shall be referred individually (or jointly) to the Arbitrator for a decision.
3. (C) The Client and the Company shall undertake to carry out any decision relating to such dispute without delay.

6.3 Force Majeure:

Neither party shall be responsible or liable for or deemed in breach hereof because of any delay or failure in the performance of its obligations hereunder (except for obligations to pay money due prior to occurrence of force majeure events under this Agreement) or failure to meet milestone dates due to any event or circumstance (a force majeure event) beyond the reasonable control of the party experiencing such delay or failure, including the occurrence of the following:

- (a) Acts of God;
- (b) Typhoons, floods, lightening, cyclones, Hurricanes, draught, famine, epidemic, or other natural calamities;
- (c) Acts of war or Civil unrest;
- (d) Any requirement, action or omission to act pursuant to any judgment or order of any court or

judicial authority;

(e) Earthquakes, explosions.

6.4 Severability:

If any Section, provision or clause of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, or is pre-empted by central or state laws or regulations, the remainder of this Agreement shall not be affected, except as is otherwise provided in this Agreement.

Dated this,

Company

....., Director ,

Wealth Munshi (IMF) Pvt Ltd

AND

Shri, Client

Dated

Witness:

1. Shri....., Residing at.....

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2. Shri....., Residing at.....

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