

ಆಂದ್ರ್ರ್ ಎಡೆ है आन्ध्र प्रदेश ANDHRA PRADESH

M. JYOTHILAXMI

Licenced Stamp Vendor S.V.L.No.59/95, R.L.No.16-06-004 of 2 Shop No.1, H.No.1-1-149, 62/ Garden Lodge Building, St. Mary's Road, SECUNDERASAD-Phone.No.9246840239

SPECIFIC POWER OF ATTORNEY

This SPECIFIC POWER OF ATTORNEY is made and executed at Hyderabad on this the 11th day of August 2014 by:

1. Shri. Valmick K. Desai HUF having its office at 5-1-513, Hill Street, Ranigunj, Secunderabad - 500 003 and represented by its Karta Shri. Valmick K. Desai S/o. Shri. Kantilal B. Desai

Shri. Vinod K. Desai HUF having its office at 5-1-513, Hill Street, Ranigunj, Secunderabad - 500 003 and represented by its Karta Shri. Vinod K. Desai S/o. Shri. Kantilal B. Desai

3. Shri. Subodh K. Desai HUF having its office at 5-1-513, Hill Street, Ranigunj, Secunderabad - 500 003 and represented by its Karta Shri. Subodh K. Desai S/o. Shri. Kantilal B. Desai

4. Shri. Mahesh K. Desai HUF having its office at 5-1-513, Hill Street, Ranigunj, Secunderabad - 500 003 and represented by its Karta Shri. Mahesh K. Desai S/o. Shri. Kantilal B. Desai

(hereinafter collectively referred to as the Principals)

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Managing Director

AND

M/s. Modi Properties & Investment Pvt. Ltd., a Company incorporated under the Companies Act, 1956 having its registered office at 5-4-187/3&4, II Floor, Soham Mansion, M.G. Road, Secunderabad – 500 003 and represented by its Managing Director Mr. Soham Modi, , S/o. Shri Satish Modi, aged about 44 years, Occupation Business hereinafter referred to as the Attorney.

The expressions Principal and Attorney shall mean and include unless it is repugnant to the context, their respective heirs, legal representatives, administrators, executors, successor in interest, assignees, nominees and the like.

Under the Property Management Agreement dated 01.07.2014 the Prinicipals have given Property Management Services to the Attorney in respect of two portions admeasuring about 4,000 Sq. ft (2,000 Sq. ft on second floor and 2,000 Sq. ft on third floor) in a commercial complex known as S. M. Modi Commercial Complex bearing Municipal No. 5-4-187/5/18 &19 situated at Karbala Maidan, Necklace Road, Secunderabad – 500 003. This complex is hereinafter referred to "Schedule Premises".

The Attorney under above referred agreement is authorized to do various acts and deeds and to enable the Attorney to perform its obligations the Principals as agreed to execute a Specific Power of Attorney in favour the Attorney.

KNOW ALL MEN BY THESE PRESENTS THAT THE PRINCIPALS doth hereby appoint, nominate and constitute the Attorney aforementioned as his attorney to do all or any of the following acts on behalf of the Prinicipals in respect of the Scheduled Premises.

Whereas the Principals are hereby appointing on their behalf the above said Attorney for the following purposes:

- (a) To identify a suitable tenants for giving on lease the above referred properties.
- (b) To advertise, make brochures, negotiate and finalize the lease of the Scheduled Premises with prospective tenants on such terms and conditions, as they deem fit and proper.
- (c) To negotiate and finalize the renewal of the lease with the existing tenants on such terms and conditions, as the Attorney deem fit and proper.
- (d) To maintain and upkeep the Scheduled Premises in good condition and if required to make additions, alterations and improvements to the Scheduled Premises.
- (e) To appoint full time/part time maintenance staff like watchmen, electrician, plumber, engineer, supervisor, etc., that may be required for the maintenance on such terms and conditions as they deem fit and proper.

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For Modi Properties & Investments Pvt. Lig.

Managing Director

- (f) To collect rents, maintenance charges and rent deposits from the tenants and to issue appropriate receipts for the same.
- (g) To initiate legal action against any person(s) to protect the interest/rights of the
- (h) To represent the Prinicipals before Municipal Corporation of Hyderabad and other Municipalities in and around Hyderabad, electricity department (A.P. Transco), water and sewerage board (HMWS&SB and other Govt, authorities/departments in connection with property tax assessement, water connections, electricity connections, drainage connections etc.,
- (i) To do all such other acts and deeds that are generally required for an efficient management of the said properties.
- (j) Issue receipts for rents and other amounts collected.
- (k) To execute / sign and file the statements, petitions, applications and declarations etc., for and incidental to the above referred purposes
- (l) To appear and act in all courts, civil, criminal revenue whether original or appellate in the district or Sub-registrar and other offices of the State and Central Government and of Local Bodies in relation to the Scheduled Premises.
- (m) To sign and verify plaints, written statements, petitions of claim and objections of all kinds and file them in such courts and offices and to appoint Advocates and other legal practitioners to file and receive back documents to deposit and to withdraw money and grant receipt in relation to the Scheduled Premises.
- (n) Generally to act as the Attorney or Attorney of the Principals in relation to the Scheduled Premises and to execute all such agreements, deeds, contracts etc., and do all deeds, acts and things in relation to the Scheduled Premises as fully and effectually in all respects as the Principals themselves would do if personally present.
- (o) The Principals for themselves, their heirs, executors, successors, legal representatives, administrators and assignees hereby ratify and confirm and agree all the acts, deeds, and things lawfully done by the said Attorney.

Whereas it is clearly understood by the parties hereto that the Attorney by virtue of this SPA:

- a. Will not have claim of any tenancy / ownership rights over the said properties.
- b. Will not be entitled to collect amounts from banks or any third party in its favour against the said properties.
- c. Will not be entitled to alienate or encumber the said properties.
- d. Will not be entitled to mortgage or create a charge on the said properties under this Specific Power of Attorney.

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For Modi Properties & Investments Pvt. Ltd. Sofmac a Desar

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IN WITNESS whereof the Parties hereto have set their hands to this Specific Power Attorney out of their own free will and consent on the date first above mentioned in presence of the following witnesses.

WITNESSES:

1.

VAN AKARAN

2. CM-Mallu Keddy)

Principal No. 1

Subell KDela

Principal No.2

Principal No.3

Principal No. 4

Modi Properties & Investment Pvt. Ltd.

Soham Modi Managing Director Attorney