



SPECIFIC POWER OF ATTORNEY

This Specific Power of Attorney is made and executed at Hyderabad on this 1st day of February, 2006 by

- 1. Shri. Valmick K. Desai HUF having its office at 5-1-513, Hill Street, Ranigunj, Secunderabad 500 003and represented by its Karta Shri. Valmick K. Desai S/o. Shri. Kantilal B. Desai,
- 2. **Shri. Vinod K. Desai HUF** having its office at 5-1-513, Hill Street, Ranigunj, Secunderabad 500 003 and represented by its Karta 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 Subodh K. Desai S/o. Shri. Kantilal B. Desai,
- 4. Shri. Mahesh K. Desai HUF having its office at 4-3-161, Hill Street, Ranigunj, Secunderabad 500 003 and represented by its Karta Mahesh K. Desai S/o. Shri. Kantilal B. Desai, (hereinafter collectively referred to as PRINICIPALS).

IN FAVOUR OF

M/s. MODI PROPERTIES & INVESTMENTS PVT. LTD., a company incorporated under the Companies Act, 1956 having its registered office at 5-4-187/3 & 4, III Floor, Soham Mansion, M.G. Road, Secunderabad, and represented by its Managing Director Sri. Soham Modi, S/o. Sri Satish Modi, (hereinafter referred to as AGENT).

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Modi Properties & Investments PVI. Life

Managing Directo

The expressions PRINCIPALS and AGENT shall mean and include unless it is repugnant to the context their legal heir, administrator, executor, assignee, nominee, successor in interest, successor in office and the like.

Under Property Management Agreement dated 1st February 2006, the PRINCIPALS has given Property Management Services to the AGENT in respect of two portions admeasuring about 4,000 Sft (2,000 Sft on second floor and 2,000 Sft on third floor) in a commercial complex known as S. M. MODI COMMERCIAL COMPLEX bearing Municipal Nos. 5-4-187/5/18 &19 situated at Karbala Maidan, Necklace Road, Secunderabad -500 003. This complex is hereinafter referred to "Scheduled Premises."

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

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

- (a) To advertise, make brochures, negotiate and finalize the lease of the Scheduled Premises with prospective tenants on such terms and conditions, as the AGENT deem fit and proper.
- (b) To negotiate and finalize the renewal of the lease with the existing tenants on such terms and conditions, as the AGENT deem fit and proper.
- (c) To maintain and upkeep the Scheduled Premises in good condition and if required to make additions, alterations and improvements to the buildings.
- (d) 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.
- (e) To collect rents, maintenance charges and rent deposits from the tenants and to issue appropriate receipts for the same
- (f) To initiate legal action against any person(s) to protect the interest/rights of the **PRINCIPALS**
- (g) To represent the PRINCIPALS 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 assessment, water connections, electricity connections, drainage connections etc.
- (h) To operate Bank Account opened by the PRINCIPALS for the purposes of the maintenance of the Scheduled Premises
- (i) To do all such other acts and deeds that are generally required for an efficient management of the property.

The PRINCIPALS hereby agrees to ratify, abide by and confirm all acts lawfully perform by the **AGENT** in pursuance of this Specific Power of Attorney.

or Modi Properties & Investments Pvt. Ltd.,

lanaging Director

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IN WITHNESS whereof the **PRINCIPALS** has signed these presents on the date and at the place mentioned herein above in the presence of following witnesses.

WITNESSES (PRINCIPALS) 1. Chellem 1. Mahesh K. Desai HUF 2. Subodh K. Desai HUF 3. Vinod K. Desai HUF 4. Valmick K. Desai HUF

(AGENT)
For Modi Properties & Inv. (P) Ltd.
For Modi Properties & Investments Pvt. Ltd.,

Managing Director
(Soham Modi)
Managing Director



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PROPERTY MANAGEMENT AGREEMENT

This **Property Management Agreement** is made and executed at Hyderabad on this 1st day of February 2006 by and between:

- 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,
- 2. Shri. Vinod K. Desai HUF having its office at 5-1-513, Hill Street, Ranigunj, Secunderabad 500 003 and represented by its Karta Viond K. Desai S/o. Shri. Kantilal B. Desai,
- 3. Shri. Subodh K. Desai HUF having its office at 5-1-513, Hill Street, Raniguni, Secunderabad - 500 003 and represented by its Karta Subodh K. Desai S/o. Shri. Kantilal B. Desai,
- 4. Shri. Mahesh K. Desai HUF having its office at 4-3-161, Hill Street, Raniguni, Secunderabad - 500 003 and represented by its Karta Mahesh K. Desai S/o. Shri. Kantilal B. Desai, (herein after collectively referred to as **OWNERS**).

AND

M/s. MODI PROPERTIES & INVESTMENTS PVT. LTD., a company incorporated under the Companies Act, 1956 having its registered office at 5-4-187/3 & 4, III Floor, Soham Mansion, M. G. Road, Secunderabad, and represented by its Managing Director Sri Soham Modi, S/o. Shri Satish Modi, (hereinafter referred to as MANAGER).

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The expressions **OWNERS** and **MANAGER** shall mean and include unless it is repugnant to the context their legal heir, administrator, executor, assignee, nominee, successor in interest, successor in office and the like.

WHEREAS:

- 1. The OWNERS have two portions admeasuring about 4,000 Sq. ft (2,000 S. ft on second floor and 2,000 Sft on third floor) in the commercial complex known as S. M. MODI COMMERCIAL COMPLEX bearing Municipal Nos. 5-4-187/5/18 &19 situated at Karbala Maidan, Necklace Road, Secunderabad 500 003 herein after this complex is referred to as "Scheduled Premises".
- 2. The **OWNERS** intends to give on lease the **Scheduled Premises** to various parties and intends that the property as a whole be efficiently managed.
- 3. The MANAGER is engaged in the business of real estate developer, managers, underwriters etc., and has reasonable experience, manpower and other resources.
- 4. The **OWNERS** have approached the **MANAGER** with a request to take over the various aspects of a property management such as marketing, negotiating with tenants, day to day maintenance of the building involving appointment and supervision of watchmen, electrician, plumber etc., collection of rents and other charges from the tenants and proper accounting of rents collected and expenses.
- 5. The MANAGER has agreed to render its property management services in respect of the Scheduled Premises on certain terms and conditions.
- 6. The parties hereto have agreed to certain terms and conditions for the property management and are desirous of reducing the same into writing.

NOW THEREFORE THIS PROPERTY MANAGEMENT AGREEMENT WITNESSETH AS FOLLOWS:

- 1. That the OWNERS have agreed to give on a consideration and terms and conditions contained herein to the MANAGER the management of two portions in the complex known as S. M. MODI COMMERCIAL COMPLEX bearing Municipal Nos. 5-4-187/5/18 &19 situated at Karbala Maidan, Necklace Road, Secunderabad 500 003 admeasuring about 4,000 Sq. Ft. This complex hereinafter referred to Scheduled Premises.
- 2. That the MANAGER has agreed to take from the OWNERS the property management of the Scheduled Premises on consideration and terms and conditions contained herein.
- 3. That the MANAGER shall undertake the following property management services in respect of Scheduled Premises at the cost of the OWNERS:
 - (a) Advertise, make brochures, negotiate and finalize the lease on such terms and conditions, as they deem fit and proper.
 - (b) To maintain and upkeep the **Scheduled Premises** in good condition and if required to make additions, alterations and improvements to the building.
 - (c) 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.
 - (d) Liaison with the tenants
 - (e) Collection of rents and maintenance charges from the tenants
 - (f) Maintenance of accounts.
 - (g) To do all such other acts and deeds that are generally required for an efficient management of the property.

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Modi Properties & Investments Pvt. Ltd.,

Managing Director

- 4. That the MANAGER for its services shall be not entitled any service charges.
- 5. That this agreement shall be effective from 1st February 2006 and shall be for a period of 10 years. However either party on giving an advance notice of 3 months to the other party can terminate this agreement.
- 6. That for the smooth and efficient day to day management, the **OWNERS** hereby agrees:
 - (a) To execute a specific power of attorney and/or any other document(s) in favour of MANAGER authorizing it to negotiate, to execute lease agreements, to collect rents and other charges, to initiate legal action against tenants, to issue rental receipts etc.
 - (b) To open a bank account in a Bank convenient to the MANAGER and to give a mandate to the MANAGER for its operation.
- 7. That it is clearly understood by the parties hereto that the **MANAGER** by virtue of this agreement will not have claim of any tenancy/ownership rights over the **Scheduled Premises**.
- 8. That the **OWNERS** shall be binded by the acts and deeds done by the **MANAGER** for and on behalf of the **OWNERS** in performance of its obligations under this agreement.

IN WITNESS whereof the parties hereto have put their respective hands on the date mentioned herein above.

WITNESSES

1.

(OWNERS)

1. Mahesh K. Desai HUF

Takeshhesa

2.

2. Subodh K. Desai HUF

3. Vinod K. Desai HUF

Walnutal K Danes HILL

(MANAGER)

For Modi Properties & Investments (P) Ltd.

For Modi Properties & Investments Pvt. Ltd.

(Soham Modi)
Managing Director

Managing Directo