



ఆంధ్రప్రదేశ్ రాష్ట్రం ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

Srinivas
B. SRINIVASAY 685788

S.No. 12667 Date 23/08/2013 Rs. 100
Sold To Rajesh J. Kadakia
S/o Dip. W/o Late Jayantilal Kadakia
For Whom self Owners

Licensed Stamp Vendor
L.No.15-30-00612002
RL.No.15-30-009/2011
H.No.5-81, Nagaram (V)
Kaesara (M) R.R. Dist
Ph. #00083 Cell: 9985510659

PROPERTY MANAGEMENT AGREEMENT

This agreement is made and executed on this 23rd day of August, 2013 by and between.

1. Shri Rajesh J Kadakia, S/o. Late Jayantilal M Kadakia, aged about 58 years, R/o. H. No: 5-2-223, "Gokul", 3rd Floor, Distillery Road, Hyderbasti, Secunderabad and presently residing at # 91, South Elcamino, Real Samclemante, California - 92672, U.S.A
2. Shri Sharad J Kadakia S/o. Late Jayantilal M Kadakia, aged about 54 years, R/o. H. No: 5-2-223, "Gokul", 3rd Floor, Distillery Road, Hyderbasti, Secunderabad and presently residing at The Greens Group, 14252 Culver Drive Suite A-358, Irvine CA 924604, U.S.A.

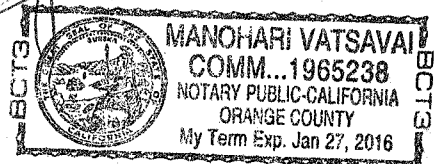
hereinafter jointly referred to as "OWNERS" and severally as Owner No. 1 & Owner no. 2 respectively.

AND

M/s. Modi Properties & Investment Private Limited, a Company duly 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 "MANAGER"

S. Soham Modi
[Signature]

Rajesh J. Kadakia
[Signature]



The expressions Owners and Manager shall unless it is repugnant to the context be deemed to include their legal heir, executor, administrator, assignees, nominee, successor in interest, successor in office and the like.

WHEREAS

A. The Owners are the absolute Owners of

- (a) Ground + 4 upper floors admeasuring 78,000 square feet of super built up area along with parking space in the basement floors, common areas and land appurtenant to the entire commercial building known as "Greens Towers" situated in the premises bearing Municipal Nos. 1-10-176, Begumpet, Secunderabad.
- (b) Residential Villa situated behind commercial building known as "Greens Towers" bearing Municipal nos. 1-10-178/3/1 & 1-10-178/3/2, Begumpet Main Road, Hyderabad – 500 016, consisting of Main House with 4 bedrooms, 4 toilets, court yard, living, dining, kitchen admeasuring about 3,000 square feet and a detached house with 2 units consisting of 1 bedroom, toilet and kitchenette, admeasuring about 800 sft on a total land area of about 1700 square yards hereinafter the premises referred to as "Greens Villa" hereinafter collectively referred to as the Scheduled Premises.

B. The Owners intend to give on lease the above property to various parties and intends that the property as a whole be efficiently managed.

C. The Manager is engaged in the business of real estate as developers, managers, underwriters etc., and has reasonable experience, manpower and other resources.

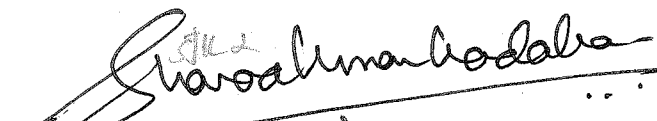

D. The Owners have approached the Manager with a request to take over the various aspects of a property management such as marketing, negotiating with tenants/prospective purchasers, day to day maintenance of the Building involving appointment and supervision of watchmen, electrician, plumber, etc., collection of rents and other charges from the tenants and proper accounting of rents collected and expenses.

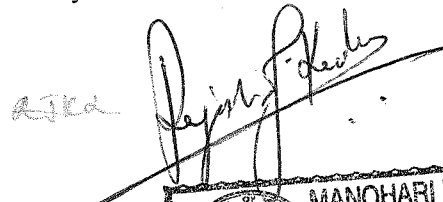
E. The Manager has agreed to render its property management services in respect of the Scheduled Premises on certain terms and conditions.

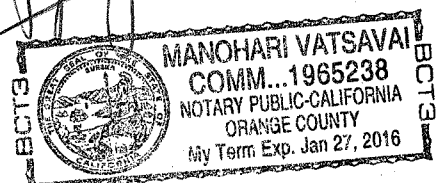
F. The parties hereto have agreed to certain terms and conditions for the property management and are desirous of reducing the same into writing.

NOW THEREFORE THIS PROPERTY MANAGEMENT AGREEMENT WITNESSETH AS FOLLOWS:

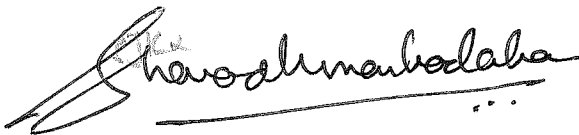
1. That the Owners have agreed to give on a consideration and terms and conditions contained herein to the Manager the management of (a) ground + 4 upper floors admeasuring 78,000 square feet of super built up area along with parking space in the basement floors, common areas and land appurtenant to the entire commercial building known as "Greens Towers" situated in the premises bearing Municipal Nos. 1-10-176, Begumpet, Secunderabad and (b) Residential Villa situated behind commercial building known as "Greens Towers" bearing Municipal nos. 1-10-178/3/1 & 1-10-178/3/2, Begumpet Main Road, Hyderabad – 500 016, consisting of Main House with 4 bedrooms, 4 toilets, court yard, living, dining, kitchen admeasuring about 3,000 square feet and a detached house with 2 units consisting of 1 bedroom, toilet and kitchenette, admeasuring about 800 sft on a total land area of about 1700 square yards hereinafter the premises referred to as "Greens Villa" hereinafter collectively referred to as the Scheduled Premises.

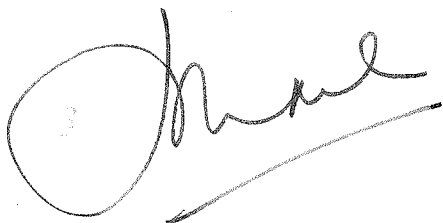



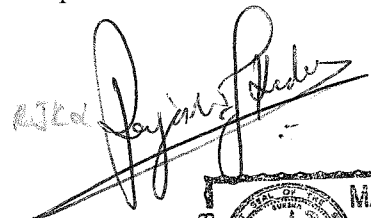


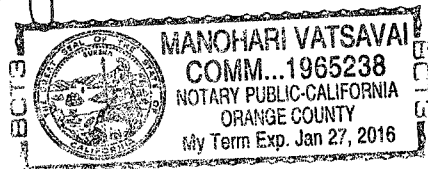


2. That the Manager has agreed to take from the Owners the property management of the Greens Towers and Greens Villa on consideration and terms and conditions contained herein.
3. That the Manager shall undertake the following property management services in respect of Scheduled Premises at the cost 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.
 - (h) Issue receipts for rents and other amounts collected.
 - (i) To negotiate on behalf of Owners with banks and financial institutions for raising money/loan on behalf of the Owners and sign all such applications /documents for the same.
4. That the Manager for its services shall be entitled to 1% of gross rent and amenity charges paid by prospective tenants to the Owners as service charges. Applicable TDS shall be deducted and service tax shall be paid extra.
5. That this agreement shall be effective from today with respect to the all terms and conditions under this agreement, however, service charges shall be payable by the Owners to the Manager from 1st December 2013. This agreement shall be for a period of 10 years 6 months from this date. However, either party on giving an advance notice of 3 months to the other party can terminate this agreement.
6. That for smooth and efficient day to day management, the Owners hereby agree to execute a specific power of attorney and/or any other document(s) in favour of Manager authorising it to negotiate, to execute lease agreements, to collect rents and other charges, to initiate legal action against tenants, to issue rental receipt etc.









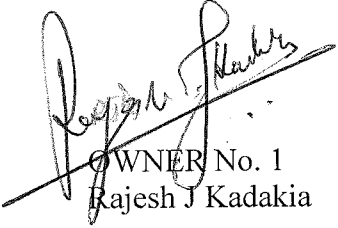
7. That it is clearly understood by the parties hereto that the Manger by virtue of this agreement:
- Will not have claim of any tenancy /ownership rights over the Scheduled Premises.
 - Will not be entitled to collect amounts from prospective tenants or banks or any third party in its favour against the Scheduled Premises.
 - Will not be entitled to alienate or encumber the Scheduled Premises.
 - Will not be entitled to mortgage or create a charge on the Scheduled Premises under this agreement.

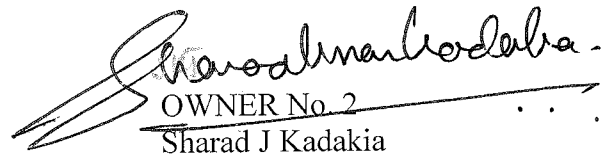
IN WITNESS whereof the parties hereto have put their respective hands on the date mentioned herein above.

WITNESSES

1. Manohar Vatsava

2. End

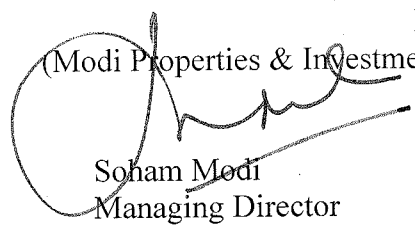

OWNER No. 1
Rajesh J Kadakia


OWNER No. 2
Sharad J Kadakia

State of California
County of ORANGE

Subscribed and sworn to (or affirmed) before me on this 6th
day of SEPT, 2013, by SHARAD J. KADAKIA
proved to me on the basis of satisfactory evidence to be the AND
person(s) who appeared before me. RAJESH J. KADAKIA

(Seal) Signature Manohar Vatsava


MANAGER
(Modi Properties & Investment Pvt. Ltd.)
Soham Modi
Managing Director

State of California
County of _____

Subscribed and sworn to (or affirmed) before me on this _____
day of _____, 20____, by _____
proved to me on the basis of satisfactory evidence to be the _____
person(s) who appeared before me.

(Seal) Signature _____

