

## ఆంధ్రప్రదేశ్ आन्ध्र प्रदेश ANDHRA PRADESH

S.No: 383, Date:17/2/2014, Rs.100/-Sold to: L. RAMACHARYULU S/o Late. L. RAGHAVENDER RAO

For Whom: J.M.K. G.E.C. REALTORS PVT. LTD, SEC'BAD

AZ 328271 M. Jyothi M. Jyothii Axii

Licenced Stamp Vendor S.V.L.No.59/95, R.L.No.16-86-834 of 201 Shop No.1, H.No.1-1-1-9, 62/A Garden Lodge Building, St. Mary's Road, SECUNDERABAD-A.P.

Phone.No.9246849239

PROPERTY MANAGEMENT AGREEMENT

This Property Management Agreement is made and executed on this 18<sup>th</sup> day of February 2014 by and between.

M/s. JMK GEC Realtors Pvt. Ltd a company incorporated under the Companies Act 1956 and having its registered office at 5-2-223, Gokul, Distillery Road, Secunderabad - 500 003 represented by its Diretor Shri. Sharad J. Kadakia S/o. Late Shri. Jayantilal M. Kadakia

(2) M/s. SDN MKJ Realty Pvt. Ltd a company incorporated under the Companies Act 1956 and having its registered office at 5-2-223, Gokul, Distillery Road, Secunderabad - 500 003 represented by its Director Shri. Rajesh J. Kadakia S/o. Late Shri. Jayantilal M. Kadakia

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

## AND

M/s. Modi Properties & Investments 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"

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.

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For Modi Properties & Invegments Pvi.

Managing Direct(

## **WHEREAS**

- A. The Principals proposed to purchase about 25,308 sq.ft on the 2<sup>nd</sup> Floor, 25,308 sq. ft on the 3<sup>rd</sup> Floor and 25,910 sq.ft on 4<sup>th</sup> floor in Tower A along with undivided share of land 2,774 Sq. yds along with 77 Nos of car parkings in the building known as "Ramky Selenium" which is constructed on plot Nos.31/Part and 32 bearing Survey Numbers 115/22, 115/24 and 115/25 at Financial District, Nanakramguda Village, Serilingampally Mandal, Ranga Reddy District Hereinafter collectively referred to as the Scheduled Premises.
- B. The Owners intend to give on lease the above property to various parties and intend 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 which is proposed to purchase about 25,308 sq. ft on the 2<sup>nd</sup> Floor, 25,308 sq. ft on the 3<sup>rd</sup> Floor and 25,910 sq. ft on 4<sup>th</sup> floor in Tower A along with undivided share of land 2,774 Sq. yds along with 77 Nos car parkings in the building known as "Ramky Selenium" which is constructed on plot Nos.31/Part and 32 bearing Survey Numbers 115/22, 115/24 and 115/25 at Financial District, Nanakramguda Village, Serilingampally Mandal, Ranga Reddy District hereinafter the premises referred to as "Ramky Selenium" hereinafter collectively referred to as the Scheduled Premises.
- 2. That the Manager has agreed to take from the Owners the property management of the above said premises in the Building "Ramky Selenium" on consideration and terms and conditions contained herein.

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For Modi Properties & Investments Pvt. Ltt.

Managing Director

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- 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 fir 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 18th February2014 with respect to the all terms and conditions under this agreement, however, service charges shall be payable by the Owners to the Manger only after leasing the Scheduled Premises. This agreement shall be for a period of 10 (Ten) years 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.

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For Medi Properties & Investments Pvt. Lid

Managing Director

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

JMKGEC REALTORS PVT LTD

(Sharad J. Kadakia) Director

SDNMKJÆEALTY PVT LTD

Modi Properties & Investments Pvt. Ltd.

For Modi Properties & Investments Pvi. Lid.

(Solden aging Director,

Managing Director (MANAGER)