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09AA 571821

Date : 15-02-2006

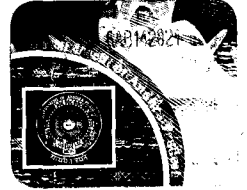
Serial No : 5,421

Denomination : 100

Purchased By :

S.SHASHI KANTH
S/O LATE S.SRINIVASA CHARRY
SEC-BAD

Ar. K. M.
Sub Registrar
Ex.Officio Stamp Vendor
G.S.O., C&IG Office, Hyd



For Whom :

SYED MEHDI & RAZEA BANO
SEC-BAD

SPECIFIC POWER OF ATTORNEY

This **Specific Power of Attorney** is made and executed at Secunderabad on this ___ day of February 2006 by

1. **MR. SYED MEHDI**, SON OF MR. SYED MOHAMMED, aged about 47 years,
 2. **MRS. RAZIA BANO**, WIFE OF MR. SYED MEHDI, aged about 37 years,
- Presently both residing at P. O. Box No. 41002, Jeddah - 21521, Saudi Arabia and Permanent residents of 1-5-16/2/1, Musheerabad, Hyderabad - 500 020 (hereinafter collectively referred to as the "PRINCIPALS").

IN FAVOUR OF

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, (herein after referred to as **AGENT**)

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.

(for Modi Properties & Investments Pvt. Ltd)

S. Shashi Kanth
SM

Razia Bano
SB

Soham Modi
Managing Director

Under Property Management Agreement dated ____ February 2006, the PRINCIPALS has given Property Management Services to the AGENT in respect of space having built-up area of 1500 sft. (1244 carpet area), on the second floor in the building known as SOHAM MANSION, bearing various Municipal Nos. 5-4-187/3 & 4/6, situated at M. G. Road, Secunderabad – 500 003. This building 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.

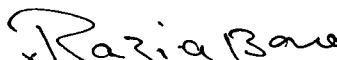
KNOW ALL MEN BY THESE PRESENTS THAT THE PRINCIPALS doth hereby appoint, nominate and constitute the AGENT aforementioned as his attorney to do all or any of the following acts on behalf of the PRINCIPALS in respect of the Scheduled Premises.

- (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.

for Medi Properties & Investments Pvt. Ltd.


Managing Director


SH


SE

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.

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

WITNESSES

1.

(PRINCIPALS)

x 

SYED MEHDI

2.


RAZIA BANO

(AGENT)

For Modi Properties & Investments (P) Ltd.



**(SOHAM MODI),
Managing Director**



--- ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH
Date : 15-02-2006 Serial No : 5,422 Denomination : 100

09AA 571822

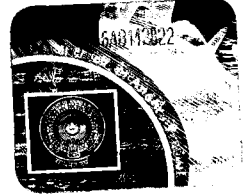
Purchased By :

S. SHASHI KANTH
S/O LATE S. SRINIVASA CHARRY
SEC-BAD

For Whom :

SYED MEHDI & RAZEA BANO
SEC-BAD

Chakravarthy
Sub Registrar
Ex. Office's Stamp Vendor
G.S.O., C&IG Office, Hyd



PROPERTY MANAGEMENT AGREEMENT

This Property Management Agreement is made and executed at Secunderabad on this ___ day of February 2006 by and between:

1. MR. SYED MEHDI, SON OF MR. SYED MOHAMMED, aged about 47 years,
2. MRS. RAZIA BANO, WIFE OF MR. SYED MEHDI, aged about 37 years,

Presently both residing at P. O. Box No. 41002, Jeddah – 21521, Saudi Arabia and Permanent residents of 1-5-16/2/1, Musheerabad, Hyderabad – 500 020, (hereinafter 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, (herein after referred to as MANAGER).

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.

for Modi Properties & Investments Pvt. Ltd.

S. Shashi Kanth
SM

Razia Bano
RB

Soham Modi
Managing Director


WHEREAS

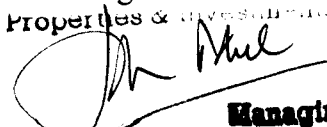
1. The **OWNERS** are absolute owners of space having built-up area of 1500 sft. (1244 carpet area), on the second floor in the building known as SOHAM MANSION, bearing various Municipal Nos. 5-4-187/3 & 4/6, situated at M. G. Road, Secunderabad – 500 003, herein after this building is referred to as “**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 space having built-up area of 1500 sft. (1244 carpet area), on the second floor in the building known as Soham Mansion, bearing various Municipal Nos. 5-4-187/3 & 4/6, situated at M. G. Road, Secunderabad – 500 003. This building 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.
4. That the **MANAGER** for its services shall not be entitled any service charges either from the tenant or from the Owners.


SM


Razia Bano
SB

for Modi Properties & Investments Pvt Ltd

Managing Director

5. That this agreement shall be effective from ___ February 2006 and shall be for a period of ___ 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)



SYED MEHDI

2.


RAZIA BANO

(MANAGER)

For Modi Properties & Investments (P) Ltd.



**(SOHAM MODI),
Managing Director**