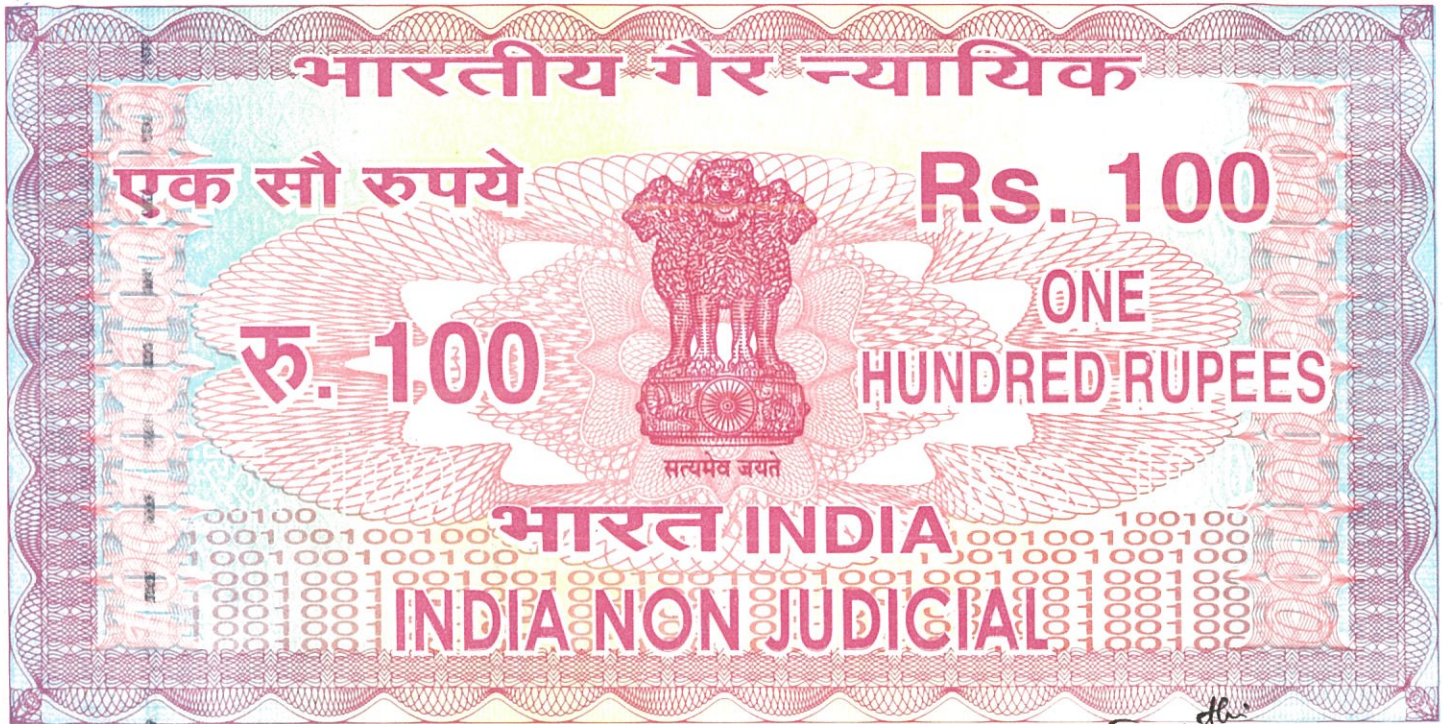




తెలంగాణ తెలంగాణ TELANGANA
Sl. No. 305 Date 3/02/2023 Rs. 100/-
Sold to Ramesh
S/o. V. Late Narsing Rao
For whom GV Research Centers Pvt Ltd

M. Jyothi
AT 069690

M. JYOTHI LAXMI
Licenced Stamp Vendor
SVL No:59/95, R.L.No.16-09-17/2021
S.No. 6, 2-12-66, Padmeshali Kalyana Mandapam
West Marredpally, SECUNDERABAD-500 026.
Phone No. 8885940239

AGREEMENT FOR CONSULTANCY

This agreement is made and executed on this 3rd day of February, 2023 by and between:

M/s. GV Research Centers Pvt. Ltd., a registered private limited company having its office at 2nd floor, 5-4-187/3 and 4, Soham Mansion, M G Road, Secunderabad, Telangana - 500003 represented by its Director Mr. Soham Modi. Hereinafter referred to as the Developer.

AND

M/s. Arena Consultants, a sole proprietorship company having its office at Odessa Boutique Offices, Unit No—103, 1st floor, Road No-9, Wagle Estate, Thane (W)-400604, represented by Mrs. Archana Salil. Hereinafter referred to as the Consultant.

The terms Developer and Consultant 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.



1. Overview:

- 1.1. Modi Properties Pvt. Ltd. (MPPL). MPPL is a Hyderabad based developer with more than 25 years track record. It has completed several housing projects and currently developing several housing projects. It is also developing buildings/infrastructure for life sciences companies at Genome Valley, Hyderabad.
- 1.2. The Developer is a subsidiary/joint venture/associate of MPPL. The Developer is a Special Purpose Vehicle (SPV) formed for developing the project, details of which are given in Annexure B. The project is hereinafter referred to as Project.
- 1.3. The Consultant has expertise in the field of design, consultancy, professional services, details of which are given in Annexure C.
- 1.4. The details of the proposed development and area statement of proposed development are given in Annexure B.
- 1.5. The site plan of proposed development is given in Annexure D.

2. Scope of work:

- 2.1 The Consultant has agreed to provide professional services to the Developer in its field of expertise. Both the parties are desirous of recording the terms of consultancy in writing as given herein. Any change henceforth to this agreement shall be made in writing on mutual agreement.
- 2.2 The scope of consultancy is given in Annexure C.
- 2.3 The total consultancy charges and details of payment are given in Annexure E.
- 2.4 The Consultant standard of performance shall at all times be performed with reasonable care, professional skill, competence, and diligence in accordance with industry standards.

3. GST & TDS:

- 3.1 Professional fee and schedule of payment mentioned in Annexure E is exclusive of taxes. Applicable GST shall be paid by the Developer to the Consultant. The Consultant shall provide the GST invoice to the Developer 7 days prior to the due date of payment. The Consultant shall be liable to remit the GST so collected in time to the authorities to enable the Developer claim input tax credit for the same. The Developer shall be entitled to debit the GST amount paid to the Consultant in case the Consultant fails to remit the GST in time and file appropriate GST returns.
- 3.2 The Developer shall be entitled to deduct TDS as per applicable rates and provide details of payment of TDS to the Consultant.

4. Period of consultancy:

- 4.1 The details of period of consultancy is given in Annexure E.
- 4.2 In case the consultancy is required beyond the period of consultancy, the Consultant shall continue to provide the services to the Developer. The Developer shall pay additional consultancy charges on a quarterly basis, in advance, for every quarter for which consultancy services are extended. Details of such additional services are given in Annexure E.



5. Increase/decrease in consultancy charges:

- 5.1 The consultancy charges mentioned in Annexure E shall be paid as per mutually agreed timelines and revised on a pro-rata basis in case of change in proposed area of construction. However, for such purposes the increase/decrease of area proposed to be constructed shall be more /less than 10%. In such a case, an increase or decrease, Parties shall mutually agree on the same and shall be recorded in writing and shall be read along with this agreement.
- 5.2 In case of change in scope of work, the consultancy charges shall be increased or decreased on mutual agreement. In such a case, an increase or decrease shall be recorded in writing and shall be read along with this agreement.
- 5.3 There may be periodic escalation in consultancy charges on account of inflation or otherwise.

6. Indemnity:

- 6.1 Consultant shall indemnify the Developer from any claims of whatsoever nature that are solely attributable to the Consultant.
- 6.2 Similarly, The Developer shall indemnify the Consultant from any claims of whatsoever nature that are solely attributable to the Developer.
- 6.3 In either case, the parties herein shall limit their claims to the total consultancy charges mentioned herein.
- 6.4 Further, either party shall make claims only in monetary terms. They shall not be entitled to seek charge on any asset or IP/copy right of each other.
- 6.5 Both the parties shall limit their claims to the entities being Developer/ Consultant and not claim of what-so-ever-nature shall be made on the shareholders, employees, officers/ directors, other associate companies/firms, other business associates/vendors/contractors, except for acts of wilful misconduct, fraud and the like.

7. Conflict of interest:

- 7.1 During the term of the Agreement, the Consultant shall not take up any assignment which can be deemed to be adversely affecting the interest of the Developer related to the Project, i.e., the Consultant shall not take up assignment in the vicinity of the Project in the area of Genome Valley which directly or indirectly adversely affects the Developer provided such assignment pertains to multi tenanted research park. However, in consideration of such restriction, Developer shall make best efforts to grants new projects or assignments to the Consultant on an yearly basis as a minimum business opportunity on mutually agreeable terms.
- 7.2 For any aforesaid assignments i.e. assignments related to multi tenanted research park in Genome Valley, received during the term of the Agreement, the Consultant shall be entitled to seek NOC from the Developer and the Developer shall not unreasonably withhold the same
- 7.3 No Party will divulge details about the Project to either Party competitors, especially related to design, architects design fees, specifications, prospective occupants/ purchasers/ tenants and the like.
- 7.4 The Consultant shall be impartial with respect to the choice of vendors, contractors, specification, brands, etc., that may be employed for the development of the Project.
- 7.5 The Consultant confirms that they shall not seek any commission, remuneration, gifts, favours, royalty or similar monetary/ non-monetary benefits from the vendors and



contractors that are employed or may be employed by the Developer for development of the Project except when the assignment is through Sciencebydesign Labsystems Pvt Ltd or Labguard India Pvt Ltd

8. Confidentiality:

Except with prior written consent of the Developer, the Consultant and its staff members shall not at any time, either during consultancy period or after expiration of the consultancy period, communicate to any person or entity any confidential information disclosed to them for the purpose of any services or discovered by them in the course of services, nor shall the Consultant, its sub consultants, and its personnel make public any information related to the consultancy or the Project in the course of or as a result of the service Similarly, Developer shall also not disclose any confidential information received by it to any third party.

8.1 The obligations of confidentiality shall not apply to any information that:

- a. is generally available in the public domain.
- b. Which is in the possession of the receiving Party with a right to disclose either by way of prior approval or pursuant to the requirements of any competent authority, is required in response to any summons or in connection with any litigation and/or to comply with any of the applicable laws.

8.2 Receiving Party agrees that all the information received while rendering the services shall be solely used for purpose set forth under this Agreement. Any disclosure of confidential Information shall be subject to prior written consent of the disclosing Party, failing which, any breach to the term of this clause shall be considered as material and the disclosing Party shall reserve the right to claim any loss, damages, expenses incurred due to the breach of this clause of confidentiality.

8.3 This clause of confidentiality shall survive the termination or expiry of this Agreement.

9. Ownership of Work Product:

9.1 The Work Product/Intellectual Property Rights/ Copy Rights related to all designs, drawings, plans, artwork, renderings, logos, sketches, perspective views, 3D models, videos, photographs, walkthroughs and the like which are designed/prepared by the Consultancy or its associates under this agreement of consultancy for the development of the Project shall hereinafter be referred to as Work Product and shall mean and include Intellectual Property Rights, Copy Rights and the like associated with it.

9.2 Upon payment of all outstanding dues, the Work Product shall entirely /solely belong to the Developer at all times.

9.3 The Work Product shall include interim/final versions of the reports submitted to the Developer, and all reports and relevant data and supported records or material compiled or prepared during the course of studies shall be confidential and shall be the absolute property of Developer.



- 9.4 Upon payment of all outstanding dues, the Consultant shall periodically submit/handover such Work to the Developer by way of hardcopy/ softcopy (E.g.: AutoCAD plans, PDF plans, Jpeg, Mpeg, etc).
- 9.5 In case this agreement for consultancy is terminated, the Work Product for the work done upto the point of termination shall solely belong to the Developer.
- 9.6 The Consultant shall not be entitled to share the Work Product given herein that belong to the Developer without its consent in writing on payment of all dues to Consultant for the services rendered. Consultant shall handover the Work Product to the Developer upon completion of the consultancy work and payment of all outstanding dues. Consultant may retain a copy of the Work Product but not use the same for purposes unrelated to this assignment except for any statutory requirements, with prior written approval of the Developer.
- 9.7 The Consultant, if required can publish the Project details/ designs in its respective trade journals/magazine and submit for national and international level competitions/expos. However, the Consultant shall do so with after informing the Developer. .

10. Area statement:

- 10.1 It is clarified that Built-up Area shall mean the area of the building covered by external walls on all four sides including wall thickness, balconies, ducts (Fire, PHE, HVAC, electrical, shafts, other). However, common areas and ducts on the external side of the building shall not be considered.
- 10.2 Common Areas shall mean and include passages, staircases, lifts, lobbies, common toilets on all floors including terrace and parking floors.
- 10.3 The Parking Area on the stilt and basement floors shall be distinct from the service and common areas on the said floors.
- 10.4 Service Areas shall mean and include areas provided for panel room, pump rooms, toilets, gas bank, storerooms, electrical room, cafeteria, generator room, meeting rooms, etc., in the stilt or basement floors of the building.
- 10.5 The Plinth Area of each floor shall be equal to the built-up area on that floor + common areas on that floor, however, shall exclude external ducts/ shafts.
- 10.6 The Super Built-up Area shall be the built-up area plus proportionate common areas. Super built-up area would exclude parking areas and service areas.
- 10.7 The Carpet Area shall mean built-up area less internal wall thicknesses, column thicknesses, balconies, ducts, etc.

11. Limitation of Liability:

Notwithstanding any other term of this Agreement to the contrary, neither Party shall be liable to the other for any indirect, special, incidental, consequential, punitive or exemplary damages or loss of any kind (including but not limited to loss of profit, loss of revenues, business interruption, loss of business information, increase cost of operation or other commercial or economic loss, litigation costs and the like.

- a) CONSULTANT makes no additional representations or warranties, express or implied, to Developer or to any other person or entity with respect to the services



hereunder. Consultant shall have no liability for any failure or delay in performance of its obligations under this facility if such failure or delay :

- (i) Is caused by developer's acts or omissions;
- (ii) results from actions taken by consultant in reasonable good faith to avoid violating a law, rule or regulation of any governmental authority; or

12. Termination:

- 12.1 The Developer reserves the right to terminate or cancel this agreement of consultancy, if:
 - 12.1.1 The Consultant's performance is found not to be in accordance with the scope of work as detailed in Annexure C.
 - 12.1.2 The Consultant's work is not to the satisfaction of the Developer.
 - 12.1.3 In case of breach of terms given herein by the Consultant.
- 12.2 However, the Developer shall be liable to pay the Consultant its consultancy charges for the work done by the Consultant up to the date of termination.
- 12.3 In case of any delayed payments to the Consultant wherein the delay is beyond 30 (thirty) days, Consultant shall be entitled to suspend its obligations under this presents and also levy a delayed payment interest @ 12% p.a. on all delayed amounts.

13. Force Majeure:

- 13.1 In case either party is unable to perform its obligation under this agreement due to reasons beyond their control like war, civil unrest, pandemic, lockdown, government orders/legislation/notifications, natural calamity, court/tribunal orders, etc., they shall not be held responsible for non-performance under this agreement. Under such circumstances the parties shall not have a right to claim compensation, interest, loss, damage, etc., from each other, however Developer shall make payment of all services provided by Consultant.
- 13.2 Force Majeure shall include stoppage of work by any statutory authority or due to natural calamity preventing the Developer from continuing the development work of the Project for a period not less than 6 months.

14. Dispute Resolution:

- 14.1 That any and all disputes or differences between the Parties, in connection with this agreement, its validity or any of the terms thereof shall be resolved by arbitration under the provisions of Arbitration and Conciliation Act, 1996. The place of arbitration shall be at Hyderabad, and the proceedings shall be in English. The parties shall appoint a single / sole mutually acceptable arbitrator, who is preferably a retired judge or any eminent consultant in a related field, to resolve the disputes and differences between the Parties. It is agreed that the fees /charges of the arbitrator so appointed shall be borne by both the parties equally.



15. Transfer of consultancy:

- 15.1 The consultancy cannot be transferred to any third party without prior approval of the Developer.
- 15.2 The consultancy shall be deemed to be a transfer to a third party if the key consultants – i.e. Mrs. Archana Salil Sansare leaves the organisation. In such a case the Developer at its discretion shall be entitled to terminate this agreement.

16. Details of communication:

- 16.1 The details of communication of both the parties are given in Annexure A.
- 16.2 Both the parties shall be required to send their communication, reports, plans, etc., to the details given therein.
- 16.3 Any change in communication details shall be intimated to the other party.
- 16.4 Any notice/communication between the parties shall be in writing and affective upon confirm receipt.
- 16.5 Any waiver of obligations by either party under this agreement shall not be affective unless it is in writing and confirmed by both parties.

17. Site visit:

- 17.1 The Consultant shall be required to make regular site visits free of charge as per details given in Annexure E.
- 17.2 The charges for extra site visits are given in Annexure E.
- 17.3 During the site visit the Consultant shall check /monitor / correlate the progress and quality of the work and to determine in general if the work is proceeding in accordance with the plans.
- 17.4 The Consultant shall document its site visits and meetings in the format available at site for Consultant's comments.
- 17.5 For Consultant appointed locally from Hyderabad / Secunderabad there will not be any reimbursement for site visits, for such sites falling within 50 kms limits from the Consultant's office.
- 17.6 For non-local consultant i.e., other than Hyderabad / Secunderabad, Developer shall reimburse the Consultant for all reasonable travel, lodging in a star hotel as per Consultant's stature and out of pocket expenses incurred by the Consultant for such a visit. All reimbursable expenses shall be supported by invoices, and if approved, shall be paid to the Consultant at cost with no markup.

18. Statutory permits

- 18.1 The Consultant shall cooperate with other consultants / vendors appointed by the Developer for obtaining statutory permits.
- 18.2 Statutory permits shall mean and include permits that are required for development of the Project before commencement of the project, and shall be obtained by Developer during the development of the Project and after completion of the Project. They may include applications for permits/sanctions, NOCs, intimation, compliance reports, certification of proposed/ completed development, undertakings, etc.



19. Other terms:

19.1 This agreement represents the entire and integrated agreement between the parties with respect to the obligations of the parties contained herein and supersedes all prior negotiations, representations, communications and/or agreements.

IN WITNESS WHEREOF the Developer and Consultant have affixed their signatures on this Agreement on the day, the month and year first above mentioned hereto in presence of the witnesses mentioned below.

Signature of the Developer:



Signature of the Consultant:



Signature of Witness no.1

Name: Deepa Jashi

Address: 405 C-wing, Yogidham
Kalyan (W)



Signature of Witness no.2:

Name: Ameen Shaikh

Address: Nashik Sector 1-15



Annexure A - Communications details

S.No.	Description	Details
Details of Consultant		
1.	Name of Company / Firm	Arena Consultants
2.	Address for communication	103, First floor, Odessa Boutique Offices, Road No-9, Wagle Estate, Thane (W)-400604.
3.	Office email	admin@arenaconsultants.net
4.	Office mobile / landline	7208485530
5.	Principal Consultant - Name	Archana Salil
6.	Designation/ Specialization	Director & Principal Architect
7.	Mobile No.	+91 9820558326
8.	Email id	archana@arenaconsultants.net
9.	Assistant Consultant1 - Name	Nikhil Sohani
10.	Designation/ Specialization	Sr. Architect
11.	Mobile No.	+91 7045022723
12.	Email id	nikhil@arenaconsultants.net
13.	Assistant Consultant 2 - Name	Mohita Chonkar
14.	Designation/ Specialization	Manager-Design
15.	Mobile No.	9136096115
16.	Email id	mohita@arenaconsultants.net
17.	Accountant – Name	Deepa Joshi
18.	Designation/ Specialization	Accountant
19.	Mobile No.	+91 8828328548
20.	Email id	accounts@arenaconsultants.net
21.	PAN No.	AHZPS4818C
22.	GST No.	27AHZPS4818C1ZS
23.	Company/firm registration no.	MH33D0077436
24.	Bank Account No.	918020043460757
25.	Bank Name	Axis Bank
26.	Bank Branch	Brahmand, Thane, Mumbai
27.	Bank IFSC	UTIB0003257
Details of Developer:		
1.	Name of Company / Firm	GV Research Centers Pvt. Ltd.
2.	Address for communication	2 nd floor, 5-4-187/3 and 4, Soham Mansion, M G Road, Secunderabad, Telangana - 500003
3.	Office email	plans@modiproperties.com
4.	Office mobile / landline	040 66335551
5.	Managing Director - Name	Soham Modi
6.	Mobile No.	040 66335556.
7.	Email id	sohammodi@modiproperties.com
8.	Engineering - Name	Sayed Waseem Akhtar
9.	Designation/ Specialization	AVP – Cluster Development (point man for coordination with the Consultant).
10.	Mobile No.	+91 93475 76914
11.	Email id	waseem@modiproperties.com



12.	Construction - Name	Madhu T
13.	Designation/ Specialization	Project Manager
14.	Mobile No.	+91 95022 11499
15.	Email id	madhu@modiproperties.com
16.	Engineering & Design	Syed Kauser Ali Razvi
17.	Designation/ Specialization	Engineer
18.	Mobile No.	+91 80994 89041
19.	Email id	kauser@modiproperties.com
20.	Accounts – Name	Praveen Raju
21.	Designation/ Specialization	Accounts Manager
22.	Mobile No.	+91 88855 35225
23.	Email ID	praveenraju@modiproperties.com
24.	Admin – Name	Kanaka Rao
25.	Designation/ Specialization	GM- Admin (for coordination related to statutory approvals and liaisoning).
26.	Mobile No.	+91 89781 44447
27.	Email ID	gk Rao@modiproperties.com
28.	PAN No.	AAHCG4562D
29.	GST No.	36AAHCG4562D1ZP
30.	Company/firm registration no.	U73200TG2018PTC12666
31.	Bank Account No.	112105001455
32.	Bank Name	ICICI Bank
33.	Bank Branch	MG Road, Hyderabad
34.	Bank IFSC	ICIC0001121



Annexure B - Project details and Area Statement

S No.	Description	Details		
1.	Name of Developer	M/s. GV Research Centers Pvt. Ltd		
2.	Developer's office address	2 nd floor, 5-4-187/3 and 4, Soham Mansion, M G Road, Secunderabad, Telangana - 500003		
3.	Project Name	Innopolis		
4.	Site address	Sy. No.542, Plot No.3, Synergy Square II, Genome Valley, Kolthur, Medchal Malkajgiri District, Telangana 500078.		
5.	Land area	9.21 acres.		
6.	Location	Genome Valley, Hyderabad		
7.	Proposed development & Area Statement			
8.	Nature of development	Land is to be developed into a specialised building for life sciences companies in the field of R&D and similar businesses. MEP requirements, floor height, load bearing capacity, etc., shall be designed for life sciences companies. Project must be designed to meet all fire norms.		
9.	Building type/block no.,	no. of floors,	approximate plinth area in sft,	total area in sft.
10.	Main lab space blocks	Building 4500 - Ground +2 floors. Building 3600 A - Ground +3 floors. Building 2700 - Ground +2 floors.	Building 4500 - 32,561 sft x 3 floors = 97,683 sft. Building 3600 A - 17,582 sft x 4 floors = 70,328 sft. Building 2700 - 48,804 sft x 3 floors = 1,46,412 sft.	3,14,423 sft.
11.	Chemical stores	Building 3600 C: Ground + 4 floors	9,103 sft x 4 = 36,412 sft	36,412 sft
12.	Total area			3,50,835 sft



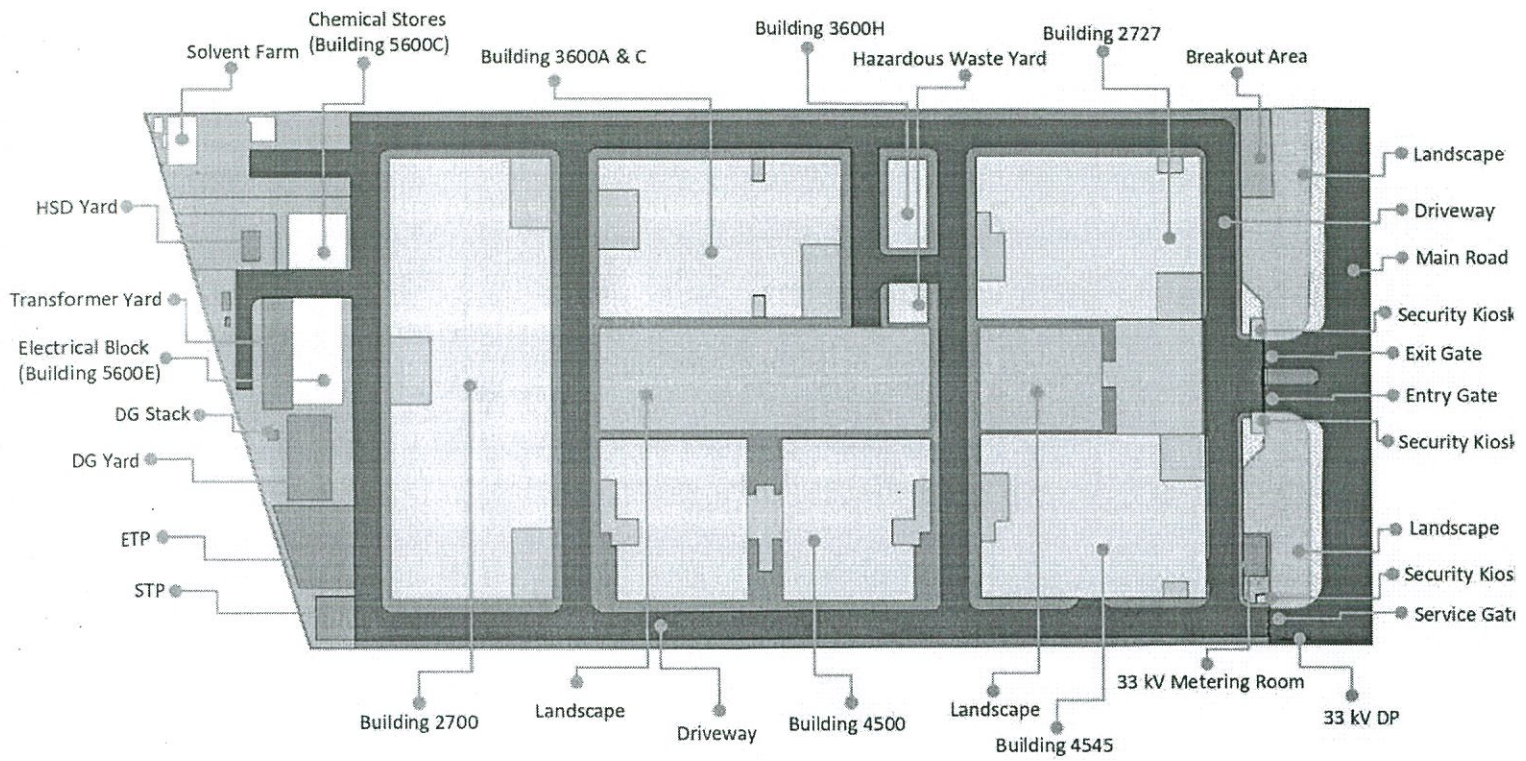
[Handwritten signature]

Annexure C - Scope of Consultancy

Sl. No.	Item	Details
1.	Expertise of Consultant	The Consultant is a prominent architect based out of Mumbai. The Consultant has several decades experience in the field of architecture and specialises in design of lab spaces for life sciences companies.
2.	Scope of work	Details of scope of work are given in the offer letter given to consultant dated 05-04-2022.
3.	Summary of scope of work	Architect: Preparation of master plan, working drawings, building elevation, compound wall & security kiosk design and interior designing of common areas of all the buildings in the Project. Coordination with local consultants/architects/ structural engineers / MEP consultants for statutory approvals, preparation of plans for statutory approvals. Coordination with vendors for plans/details for items related to architectural services like glazing, ACP, lifts, flooring, cladding, decorative electrical/ plumbing fixtures, doors, landscaping, etc. Coordination with prospective tenant/occupant wrt assisting them in their design of interiors, equipment, etc., by providing relevant designs/ plans/ drawings. Making minor changes to overall designs, plans, drawings that may be required from time to time to accommodate requirements for statutory approvals, MEP consultants, vendors/site engineers of the Developer, potential tenants/ occupants, etc.



Annexure D - Site Plan



Annexure E - Details of consultancy charges

Sl. No.	Item	Details
1.	Consultancy charges	Rs. 21/- per sft for lab space areas – 3,15,000 sft @ 21 = Rs. 66,15,000/- Rs. 10/- per sft for chemical – 36,412 sft @ 10 = Rs.3,64,120/- Total – Rs. 69,79,120/- + GST.
2.	No. of free site visits	12
3.	Consultancy period	24 months from the date of receiving building permit i.e., starting from 6 th September 2022.
4.	Charges for extra site visits.	Rs.10,000/- per site visit + travel + accommodation related expenses at actuals.
5.	Charges of extension of beyond 24 months	Rs. 2,00,000/- per quarter payable in advance.

Payment Schedule to be followed in a timely manner:

S. No.	Details of Payment	Payment in Percentage
1	Instalment 1 – Advance.	10%
2	Providing master plan.	NA
3	Providing drawings for building permit.	NA
4	Instalment 2 – Providing architectural working drawings after obtaining building permit. These will be paid block wise.	20%
5	Instalment 3 - Providing details of elevation along with preliminary façade drawings. These will be paid block wise.	20%
5	Balance in 4 quarterly equal instalments.	50%

