

Phone No:
Sold To/Issued To:
Ramesh
For Whom/ID Proof:
Modi Properties P. Ltd



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Agreement
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AGREEMENT FOR CONSULTANCY

This agreement is made and executed on this 28th day of June, 2023 by and between:

M/s. Modi Properties 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. JS Architects, a sole proprietorship company having its office at Flat no.401, Saaz Apartments, next to Axis Bank, Road no.1, Banjara hills, Hyderabad, Telangana-500034. 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:

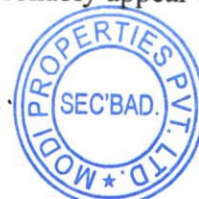
- 5.1. The consultancy charges mentioned in Annexure E shall be revised on a pro-rata basis in case of change in proposed area of construction. However, for such purposes the increase/decrease of area proposed to be constructed shall be more /less than 10%. In such a case, an increase or decrease shall 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 shall be no 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. Except with the Developers knowledge and prior written consent, the Consultant shall not engage in any activity, or accept any employment, interest or contribution that would constitute a conflict of interest or would reasonably appear to compromise



- the Consultants professional judgement with respect to the Project or its ability of provide the services under this agreement.
- 7.2. 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 which directly or indirectly adversely affects the Developer.
 - 7.3. The Consultant shall be entitled to seek NOC from the Developer for other assignments in the vicinity of the Project and the Developer shall not unreasonably withhold the same.
 - 7.4. The Consultant cannot divulge details about the Project to the Developer's competitors, especially related to design, specifications, prospective occupants/ purchasers/ tenants and the like.
 - 7.5. 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.
 - 7.6. 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.
8. Confidentiality:
- 8.1. 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.
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. 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. The Consultant shall periodically submit/handover such Work to the Developer by way of hardcopy/ softcopy (Eg.: 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 use 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. 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 written consent from Developer. Consultant will restrict such contents only to external facade and common areas without any cost information.

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. Termination:

- 11.1. The Developer reserves the right to terminate or cancel this agreement of consultancy, if:
- 11.1.1. The Consultant's performance is found not to be in accordance with the scope of work as detailed in Annexure C.
- 11.1.2. The Consultant's work is not to the satisfaction of the Developer.
- 11.1.3. In case of breach of terms given herein by the Consultant.
- 11.2. 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. Force Majeure:

- 12.1. 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.
- 12.2. 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.



13. Dispute Resolution:

13.1. 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 / Secunderabad 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.

14. Transfer of consultancy:

14.1. The consultancy cannot be transferred to any third party without prior approval of the Developer.

14.2. The consultancy shall be deemed to be a transfer to a third party, if the key consultants of the Consultant leave the organisation. In such a case the Developer at its discretion shall be entitled to terminate this agreement.

15. Details of communication:

15.1. The details of communication of both the parties are given in Annexure A.

15.2. Both the parties shall be required to send their communication, reports, plans, etc., to the details given therein.

15.3. Any change in communication details shall be intimated to the other party.

15.4. Any notice/communication between the parties shall be in writing and affective upon confirm receipt.

15.5. Any waiver of obligations by either party under this agreement shall not be affective unless it is in writing and confirmed by both parties.

16. Site visit:

16.1. The Consultant shall be required to make regular site visits free of charge as per details given in Annexure E.

16.2. The charges for extra site visits are given in Annexure E.

16.3. 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.

16.4. The Consultant shall document its site visits and meetings in the format available at site for Consultant's comments.

16.5. 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.

16.6. 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.

17. Statutory permits – attestation by consultant:

17.1. The Consultant shall be obliged to sign all plans, deeds, documents, affidavits, undertakings that are required under the rules of the statutory authorities for obtaining approvals like building permit, OC, PESO license, CFE, CFO, Environment clearance, Fire permit, Airports Authority, etc. The Consultant shall



sign such documents from time to time, free of charge for a period of 6 years from obtaining building permit. Thereafter, the Developer shall pay suitable charges to the Consultant for such a purpose, decided on mutual agreement.

17.2. For such purposes the Consultants shall maintain a valid license or such approvals or certification that are required from time to time. The Consultant shall provide copies of such licenses/certificates from time to time.

17.3. The Consultant shall cooperate with other consultants / vendors appointed by the Developer for obtaining statutory permits.

17.4. Statutory permits shall mean and include permits that are required for development of the Project before commencement of the project, 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.

18. Other terms:

18.1. 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: D. Malik Basha

Address: Ameerpet / Hyderabad
500018

malik

Signature of Witness no.2:

Name: Sajed klaseen Akhbar

Address: H. No. 10-2-318/1/87 388.

F-202 Gandhi Nagar.
Hyderabad - 500028

Annexure A - Communications details

S.No.	Description	Details
Details of Consultant		
1.	Name of Company / Firm	JS Architects
2.	Address for communication	Flat no.401, Saaz Apartments, next to Axis Bank, Road no.1, Banjara hills, Hyderabad, Telangana-500034
3.	Office email	jsarchitects16@gmail.com
4.	Office mobile / landline	NA
5.	Principal Consultant – Name	Chatiri Jayanth Kumar Sagar
6.	Designation/ Specialization	Principal Architect
7.	Mobile No.	9550955161
8.	Email id	jsarchitects16@gmail.com
9.	Assistant Consultant1 - Name	Gowri
10.	Designation/ Specialization	Senior Architect
11.	Mobile No.	8019540969
12.	Email id	gowritadicharla@gmail.com
13.	Assistant Consultant 2 - Name	NA
14.	Designation/ Specialization	NA
15.	Mobile No.	NA
16.	Email id	NA
17.	Accountant – Name	Anupama
18.	Designation/ Specialization	CA
19.	Mobile No.	8639573527
20.	Email id	NA
21.	PAN No.	AAOFJ5466F
22.	GST No.	36AAOFJ5466F1Z0
23.	Company/firm registration no.	3353 of 2018
24.	Bank Account No.	5020 0062 0124 46
25.	Bank Name	HDFC
26.	Bank Branch	Alkapur Township
27.	Bank IFSC	HDFC0009425
Details of Developer:		
1.	Name of Company / Firm	Modi Properties 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	Will be confirmed later



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13.	Designation/ Specialization	Project Manager
14.	Mobile No.	Will be confirmed later
15.	Email id	Will be confirmed later
16.	Engineering & Design	Nagalaxmi
17.	Designation/ Specialization	Sr. Engineer
18.	Mobile No.	+91 70364 63307
19.	Email id	nagalaxmi@modiproperties.com
20.	Accounts – Name	Vinod
21.	Designation/ Specialization	Accountant
22.	Mobile No.	+91 93941 63862
23.	Email ID	Vinod.r@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.	AABCM4761E
29.	GST No.	36AABCM4761EZM
30.	Company/firm registration no.	U65993TG1994PTC017795
31.	Bank Account No.	009763700001633
32.	Bank Name	YES Bank
33.	Bank Branch	S.P Road, Secunderabad
34.	Bank IFSC	YESB0000097



Annexure B - Project details and Area Statement

S No.	Description	Details		
1.	Name of Developer	M/s. Modi Properties 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	Hyderabad Vigyan District		
4.	Site address	Plot. No. P-8, Sy. No. 49 & 59, Nacharam, Uppal Mandal, Medchal Malkajgiri District, Telangana – 5000076		
5.	Land area	4 acres.		
6.	Location	Hyderabad, Andhra Pradesh.		
7.	Proposed development & Area Statement			
8.	Nature of development	Land is to be developed to provide ready to occupy office spaces, lab spaces, manufacturing facilities for undertakings in the field of testing, R&D or manufacturing related to life sciences, pharma, bio-tech, medical equipment/devices, etc. 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.	Lab Space Blocks	Block1 – Stilt 1 + Stilt 2 + 5 upper floors. Block2 – Stilt 1 + Stilt 2 + 5 upper floors. Block3 – Stilt 1 + Stilt 2 + 5 upper floors. Block4 – Stilt 1 + Stilt 2 + 5 upper floors.	Block 1 - 5 upper floors – 19,981 sft x 5 = 99,905 sft. Block 2 – 5 upper floors – 19,981 sft x 5 = 99,905 sft. Block 3 - 18,006 sft x 5= 90,030 sft. Block 4 – 18,006 sft x 5 floors = 90,030 sft.	3,79,870
11.	Lab Space Blocks	Head Room, Stilt floor 1 & Stilt floor 2 – Common areas, Cafeteria, Electrical room, parking	Block 1 – 37,139 sft. Block 2 – 37,363 sft. Block 3 – 33,154 sft. Block 4 – 33,381 sft	1,41,037
12.	Support Spaces	Chemical Stores – G + 4 floors Hydrogenation Room – Ground floor.	Chemical Stores – 4,970 sft x 5 floors = 25,916 sft. Hydrogenation room – 2,863	28,779
13.	Campus Common area	Security Kiosks 1 & 2 – G floor. Metering room – G floor. Common staircases between blocks – Stilt 1 + Stilt 2 + 5 upper floors	Security kiosks – 500 sft. Metering room – 1,000 sft. Common staircases between blocks – 11,894 sft	13,394
Total				5,63,080



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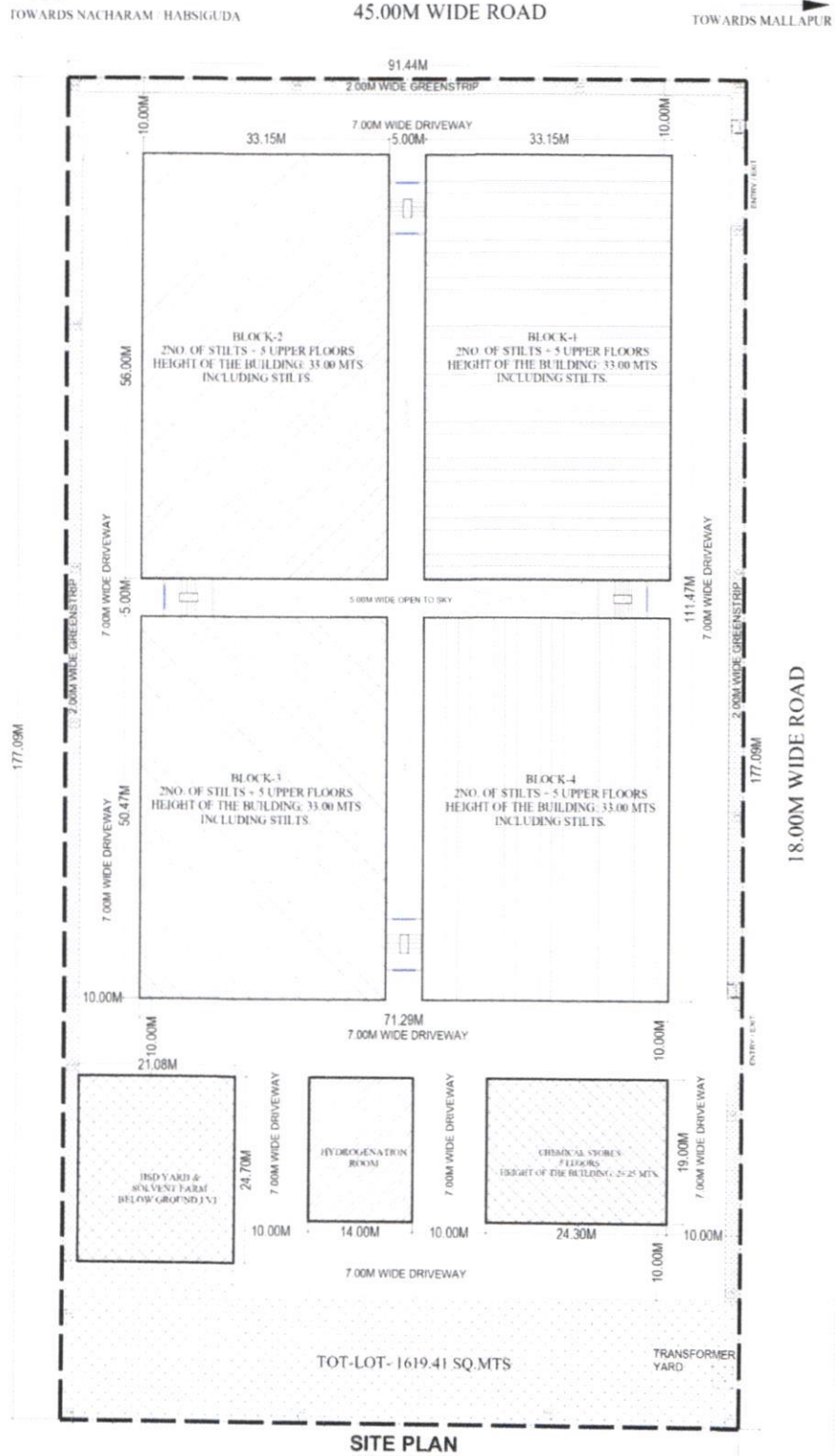


Annexure C - Scope of Consultancy

Sl. No.	Item	Details
1.	Expertise of Consultant	The Consultant is a prominent architect based out of Hyderabad. The Consultant has several years of experience in the field of architecture.
2.	Scope of work	Details of scope of work are given in the offer letter given to consultant dated 16-Dec-2022.
3.	Summary of scope of work	Preparing concept drawings, basic elevations, plans for permits, liaisoning with consultants and clients, preparing drawings for corrections/alterations related to permits. Exclusions – cost of renderings.



Annexure D - Site Plan



Annexure E - Details of consultancy charges

Sl. No.	Item	Details
1.	Consultancy charges	Lab Space Blocks (5 upper floors of Block 1, Block 2, Block 3, Block 4) - 3,79,870 sft + Head Room, Stilt floor 1 & Stilt floor 2 (Block 1, Block 2, Block 3, Block 4) – Common areas, Cafeteria, Electrical room, parking - 1,41,037 sft + Support Spaces (Chemical stores, Hydrogenation Block) - 28,779 sft + Campus common areas (Security kiosks, Metering room, Common staircases between blocks) - 13,394 sft = 5,63,080 sft x Rs. 3 = 16,89,240 + GST
2.	No. of free site visits per year	10
3.	Consultancy period	24 months.
4.	Charges for extra site visits.	Rs.5,000/- per site visit.
5.	Charges of extension of beyond 24 months	These rates shall be applicable for future projects, subject to increase from time to time.

Payment Schedule:

S. No.	Details of Payment	Payment in Percentage
1	Instalment 1 – Advance	10%
2	Instalment 2 – on completing drawings for permits (fire, building, PESO, CFE, CFO, environment clearance)	20%
3	Instalment 3 – on obtaining building permit.	20%
4	Balance in 5 quarterly instalments starting 3 months from building permit	50%

