Phone No: Sold To/Issued To: Ramesh

For Whom/ID Proof:

SHOP NOT HIND1-1-149 62/A. GARBEN LOI TELANGANA

MAY-23-2022 11:58:59

10/2013

AGREEMENT FOR CONSULTANCY

This agreement is made and executed on this 23 day of May, 2022 by and between:

M/s. Crescentia Labs Pvt. Ltd., a registered private limited company having its office at Plot no:15-B, Sy. No. 230 to 243, Turkapally, Shamirpet Mandal, Medchal-Malkajgiri District, Telangana, represented by its Director Mr. Soham Modi. Hereinafter referred to as the Developer.

AND

M/s. ABRD Architects, a partnership firm having its office at C-22, Golf View Apartments, Saket, New Delhi – 110017, represented by Mr. Anupam Bansal. 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.

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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 right of each other.

7. Conflict of interest:

7.1. 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.

7.2. 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.

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- 7.3. 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.
- 7.4. The Consultant shall be impartial with respect to 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.

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. Intellectual property rights and Copyrights:

- 9.1. The intellectual property rights and copyrights related to all designs, drawings, plans, artwork, renderings, logos, sketches, perspective views, 3D models, videos, photographs, walkthroughs and the like which are designed by the Consultancy or its associates under this agreement of consultancy for the development of the Project shall entirely /solely belong to the Developer at all times.
- 9.2. It shall include interim/final versions of the reports submitted to the Developer, and all reports and relevant data and supported records or material complied or prepared during the course of studies shall be confidential and shall be the absolute property of Developer.
- 9.3. The Consultant shall periodically submit/handover such designs/IP rights to the Developer by way of hardcopy/ softcopy (Eg.: AutoCAD plans, PDF plans, Jpeg. Mpeg, etc).
- 9.4. In case this agreement for consultancy is terminated, the IP rights for the work done upto the point of termination shall solely belong to the Developer.
- 9.5. The Consultant shall not be entitled to share the use of IP rights 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 all these materials to the Developer upon completion of the consultancy work. Consultant may retain a copy of such data but not use the same for purposes unrelated to this assignment except for any statutory requirements, with prior written approval of the Developer.

9.6. 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.

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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. If the whole or any part of the performance by the parties of any part of their respective obligations hereunder is prevented or delayed by the Force Majeure Event or other causes beyond the control of the parties, then to the extent the parties shall be prevented or delayed from performing all or any part of their/ its obligations hereunder by reason, thereof despite due diligence and reasonable efforts to do so notwithstanding such causes, circumstances or events, the parties shall be excused from performance hereunder for so long as such causes, circumstances or events shall continue to prevent or delay such performance, provided the said party informs the other party of the conditions of Force Majeure in writing.
- 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

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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.

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/corelate 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.

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

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permits/sanctions, NOCs, intimation, compliance reports, certification of proposed/ completed development, undertakings, etc.

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: SHREEDENI V.K

Address: 6/126 DDA FLATS MADANGIR

NEW DELHI- 110062

Signature of witness no.2: AWD.

Name: SAYED WASEEM AKHEAR

Address: 10-2-318/1/878-88,
FEROZ GANDHI NINGAR,
HYDERABAD - 500028.

Annexure A - Communications details

S.No	. Description	Details	
	ils of Consultant		
1.	Name of Company / Firm	ABRD Architects	
2.	Address for communication	C-22, Golf View Apartments, Saket, New Delhi – 110017.	
3.	Office email	abrdarchitects@gmail.com	
4.	Office mobile / landline	011-46542974	
5.	Principal Consultant – Name	Anupam Bansal	
6.	Designation/ Specialization	Founding Partner and Design Principal	
7.	Mobile No.	+91 9810137551	
8.	Email id	anupam@abrdarchitects.com	
9.	Assistant Consultant1 - Name	Sridevi	
10.	Designation/ Specialization	Sr. Associate Architect	
11.	Mobile No.	+91 9654477667	
12.	Email id	shreedevi@ abrdarchitects.com	
13.	Assistant Consultant 2 - Name	NA	
14.	Designation/ Specialization	NA	
15.	Mobile No.	NA	
16.	Email id	NA	
17.	Accountant – Name	Mukesh Lakhera	
18.	Designation/ Specialization	Manager - Accounts & Admin	
19.	Mobile No.	+91 8826615532	
20.	Email id	studio@abrdarchitects.com	
21.	PAN No.	AAXFA7170N	
22.	GST No.	07AAXFA7170N1ZN	
23.	Company/firm registration no.	1491 - 2013	
24.	Bank Account No.	1911335809	
25.	Bank Name	Kotak Mahindra Bank Limited	
26.	Bank Branch		
27.	Bank IFSC	E-25, Ground Floor, Saket, New Delhi - 110017 KKBK0000187	
	ls of Developer:	NDN000018/	
1	Name of Company / Firm	Conseque Laba Data Lab	
1. 2.	Address for communication	Crescentia Labs Pvt. Ltd.	
۷.	Address for communication	Plot no:15-B, Sy. No. 230 to 243, Turkapally,	
		Shamirpet Mandal, Medchal-Malkajgiri District, Telangana	
3.	Office email		
3. 4.	Office entail Office mobile / landline	plans@modiproperties.com	
5.	Managing Director - Name	Soham Madi	
6.	Mobile No.	Soham Modi	
7.	Email id	040 66335556.	
8.		sohammodi@modiproperties.com	
<u>o.</u> 9.	Engineering - Name	Sayed Waseem Akhtar	
7.	Designation/ Specialization	AVP – Cluster Development (point man for	
10.	Mobile No.	coordination with the Consultant).	
11.		+91 93475 76914	
11.	Email id	waseem@modiproperties.com	

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12.	Accounts – Name	Sambasiva Rao	
13.	Designation/ Specialization	AGM - Accounts	
14.	Mobile No.	+91 95022 00911	
15.	Email ID	sambasivarao@modiproperties.com	
16.	Admin – Name	Kanaka Rao	
17.	Designation/ Specialization	CGM- Admin (for coordination related to	
		statutory approvals and liaisioning).	
18.	Mobile No.	+91 89781 44447	
19.	Email ID	gkrao@modiproperties.com	
20.	PAN No.	AADCB2608M	
21.	GST No.	GST No. 36AADCB2608M1ZO	
22.	Company/firm registration no.	U24100TG2007PTC055759	
23.	Bank Account No.	00210330004975	
24.	Bank Name	HDFC Bank	
25.	Bank Branch	Lakdikapul, Hyderabad.	
26.	Bank IFSC	HDFC0000021	

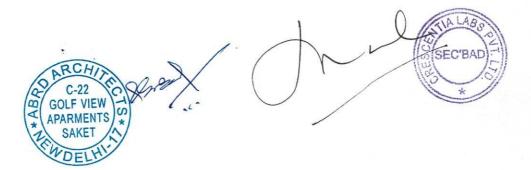


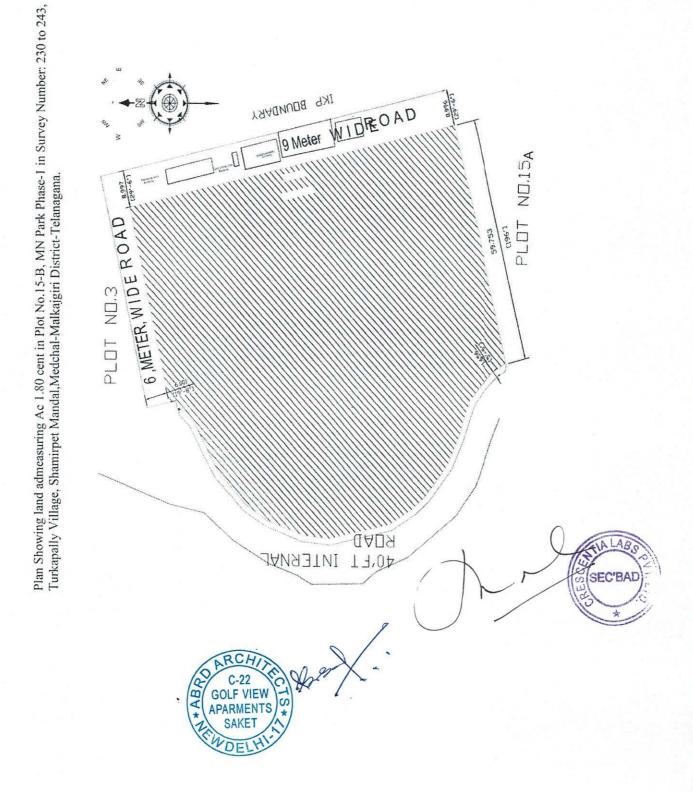
Annexure B - Project details and Area Statement

S No.	Description	cription Details			
1.	Name of Developer		M/s. Cresce	M/s. Crescentia Labs Pvt. Ltd.,	
2.	Developer's office		Plot no:15-B, Sy. No. 230 to 243, Turkapally,		
	address		Shamirpet M	Iandal, Medchal-Mall	kajgiri District,
			Telangana		
3.	Project Name		GV ONE		
4.	Site address ,		Plot no:15-B, Sy. No. 230 to 243, Turkapally,		
			Shamirpet Mandal, Medchal-Malkajgiri District,		
			Telangana		
5.	Land area		1.80 acres.		
6.	Location			lley, Hyderabad	
7.		ment & Area Statement			
8.	Nature of developr	nent		e developed into a spe	
			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.		
			Separate chemical stores and solvent stores to be provided. Additional services like electrical panel room, transformers, gas bank, generator, ETP, STP, HSD		
				yard, DG yard, fire pump room, etc., to be provided in	
	,		the stilt floors or ground floor. Project must be designed to meet all fire norms.		
0					
9.	Building	no. of	floors,	approximate plinth	total area in sft.
10	type/block no.,	D		area in sft,	1.75.700 0
10.	Main lab space		ent + stilt	Basement + stilt	1,75,700 sft.
	block for par Lab sp upper t		_	floor – 61,700 sft.	
				Upper floors –	
			HOOFS	28,500 x 4 = 1,14,000 sft.	
11.	Solvent stores	Ground	d floor	11,100 sft	11,100 sft
12.	Chemical stores		d + 4 floors	11,100 311	11,100 311
13.	Total area	Siculi	. 1110013		1,86,800 sft
		L		/	1,00,000 511

Annexure C - Scope of Consultancy

Sl. No.	Item	Details
1.	Expertise of Consultant	The Consultant is a prominent architect based out of New Delhi. 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	NA
3. Summary of scope of work but des		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. Provision for MEP required for life sciences projects
		must be provided for.
		Coordination with local consultants/architects/ structural
	. 1. v .	engineers / MEP consultants for statutory approvals,
	w l	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, MEP 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.





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Annexure E - Details of consultancy charges

SI.	Item	Details
No.	Para 1 (1) (1) (1) (1) (1) (1) (1) (1) (1) (
Consultancy charges 1. (Based on plinth area)		Rs. 25/- per sft for lab space areas – 1,14,000 sft @ 25 = Rs. 28,50,000/ Rs. 5/- per sft for stilt & basement floors – 61,700 sft @
		5 = Rs. 3,08,500/ Rs. 10/- per sft for chemical & solvent stores – 11,100 sft @ 10 = Rs. 1,11,000/ Total – Rs. 32,69,500/- + GST.
2.	No. of free site visits	6 for the entire project.
3.	Consultancy period	24 months from obtaining revised building permit
4.	Charges for extra site visits.	Rs. 10,000/- per visit per day + travel + accommodation related expenses at actuals.
5.	Charges for extension of consultancy beyond 24 months.	Rs. 2,00,000/- per quarter payable in advance.

Payment Schedule:

Details of Payment	Payment in Percentage
Instalment 1 – advance.	Rs. 3,00,000/-
Instalment 2 – on receipt and approval of master plan.	10%
Instalment 3 - on receipt of drawings for building permit and statutory approvals.	10%
Instalment 4 – on receipt of working drawings after obtaining statutory approvals.	20%
Instalment no. 5 to 8 – 4 quarterly instalments, beginning 3 months from instalment no. 4.	Balance
	Instalment 1 – advance. Instalment 2 – on receipt and approval of master plan. Instalment 3 - on receipt of drawings for building permit and statutory approvals. Instalment 4 – on receipt of working drawings after obtaining statutory approvals. Instalment no. 5 to 8 – 4 quarterly instalments, beginning 3 months from